Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, September 17, 2026 **10:00 AM** **Historic Courthouse**
1616 Eighth Street
Minden, NV 89423

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

To Watch the Meeting : Members of the public may click on the following link to watch the livestream of the Board of County Commissioners meeting: **https://www.youtube.com/@douglascountynevada**

Written Public Comment : To offer public comment before the Board meeting, members of the public may submit public comments online through the County's public comment form by clicking on the following link:
https://www.douglascountynv.gov/government/board_of_county_commissioners/public_comment

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

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

State of Nevada Public Notices Website: https://notice.nv.gov/
Douglas County Meeting website: https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

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

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

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

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

September 17, 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 Sharla Hales

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 minutes of the regular meeting on August 20, 2026, of the Board of County Commissioners.

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

DOUGLAS COUNTY LIQUOR BOARD

7.1 For possible action. Discussion to approve adding Christy Lynn Letourneau to the existing Packaged Retail Liquor License for Warm Spring Road CVS, LLC, dba CVS # 7683. Christy Lynn Letourneau has signed a Waiver of Notice of Hearing. Warm Springs Road CVS, LLC, dba CVS # 7683, is located at 31 Highway 50, Suite 101, Stateline, Nevada. (Captain Koontz)

7.2 For possible action. Discussion to approve the On-Site Unrestricted License and Restricted Gaming License for Adventure Coffee Company, dba Adventure Coffee Company, represented by owners Heidi Rebecca Fielek Spry and William Stanley Spry. Heidi and William Spry have signed a Waiver of Notice of Hearing. Adventure Coffee Company, dba Adventure Coffee Company, is located at 605 Highway 50, Zephyr Cove, Nevada. (Captain Koontz)

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

CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a Commissioner or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment

section at the beginning of the meeting and specifically state why they are making the request. If items are pulled for discussion by a vote of the Board of County Commissioners, they will automatically be placed on the Administrative Agenda to be heard at the discretion of the Chairperson or may be continued until another meeting.

9. CONSENT ITEMS

A. For possible action. Discussion to approve a $12,000 payment to the U.S. Army Parachute Team, the Golden Knights, for their parachute demonstration performance at the 2026 Minden-Tahoe SkyFest on October 16-18, 2026, and authorize the Airport Manager to execute any documents necessary to complete the payment and performance arrangements and to approve additional expenses of up to $9,500 for the accommodations identified in the support manual. (Heather MacDonnell, Airport Manager)

B. For possible action. 1. Discussion to authorize and accept a $183,397 Federal Aviation Administration Airport Infrastructure Grant, with a required local match of $9,653, to design and construct pavement rehabilitation for the P-51 Taxilanes and authorize the County Manager to sign any required paperwork; and augment the Fiscal Year 2026-27 Airport Budget by the amount of the grant. 2. Approve Notice of Award to CR Contracting for the project. (Heather MacDonnell, Airport Manager)

C. For possible action. Discussion to approve a $28,400 service agreement with ARMOR, LLC, and authorize the County Manager to sign the contract and any related documents and to approve additional expenses of up to $7,000 as provided in the contract. The proposed agreement will provide Aircraft Rescue and Firefighting (ARFF), emergency response, and related fire and safety services for the upcoming 2026 Minden-Tahoe SkyFest Airshow on October 16-18, 2026. (Heather MacDonnell, Airport Manager)

D. For possible action. Discussion to accept a $743,490 Federal Aviation Administration Airport Infrastructure Grant, with a required local match of $39,132, to design and construct pavement rehabilitation for airport aprons; authorize the County Manager to sign any required paperwork; augment the Fiscal Year 2026-27 Airport Budget by the amount of the grant; and award the associated $631,531.50 construction contract to CR Contracting, LLC, and authorize the County Manager to sign the contract and approve change orders up to 10% of the contract amount. (Heather MacDonnell, Airport Manager)

E. For possible action. Discussion on the Outdoor Festival License application submitted by Jakota Wass for the Jakota Wass Album Release Concert to be held October 3, 2026, from 5:30 PM to 9:45 PM, at 859 U.S. HWY 395 N., Gardnerville, Nevada. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion to approve a second amendment to extend the contract between SOE Software Corporation and Douglas County for election services, for an additional three (3) years, through August 25, 2029, at a total cost of $21,279; and authorize the Clerk-Treasurer to sign the amendment. (Amy Burgans, Clerk-Treasurer)

G. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 7/1/26 Payables Single, 7/2/26 Payables, 7/10/26 Payables, 7/10/26 Payroll, 7/17/26 Payables, 7/24/26 Payables, 7/24/26 Payroll, 7/31/26 Payables and 7/27/26 Utility Refunds. (Amy Burgans, Clerk-

Treasurer)

H. For possible action. Discussion to accept a $11,485 Workforce Recruitment and Rural Access Program (WRRAP) grant award to Douglas County Community Health, and authorize Douglas County Advanced Practice Registered Nurse Tamara Baumann to sign the award. (Brook Adie, Community Services Director)

I. For possible action. Discussion to authorize the Douglas County Weed Control Department to abate noxious weeds at the properties located at 959 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-007) and 975 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-009) in accordance with NRS 555.170, enter into any necessary contracts related to the requested nuisance abatements, and to place all necessary liens on the properties for the cost of abatement in accordance with NRS 555.180. (Brook Adie, Community Services Director)

J. For possible action. Discussion to approve a $150,000 professional services contract with Kimley-Horn to prepare an update to the 2017 Douglas County Master Transportation Plan and authorize the County Manager to sign all necessary contract material. (Jeremy Hutchings, County Engineer)

K. For possible action. Discussion to grant a revocable license for legal access across a Douglas County parcel located at 3051 Heybourne Road (Assessor's Parcel Number 1420-29-001-009) to Santa Ynez Valley Construction Company for the construction and maintenance of an access road connecting the Warm Springs Planned Development (DP22-0207) to Heybourne Road, as required by the conditions imposed by Douglas County for the approval of the Warm Springs development. (Jeremy Hutchings, County Engineer)

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

M. For possible action. Discussion to approve a one-year OnBase software license and managed service renewal with Naviant LLC, in the amount of $67,115.11 (license & enhanced support) and $60,000.00 (managed services) for a total of $127,115.11, and authorize the Chief Information Officer to execute any required documents to complete the purchase. (Peace Ruggia, Chief Information Officer)

N. For possible action. Discussion to authorize a $276,800 professional services contract with Lumos & Associates to provide engineering services during the construction of the Skyline Tank Rehabilitation 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)

O. For possible action. Discussion to authorize a $2,780,000 construction contract with Aspen Developers Corp. for the Skyline Tank Rehabilitation 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)

P. For possible action. Discussion to approve the purchase of one (1) motor pool vehicle from Corwin Ford, for a total of $37,528.25, for Fiscal Year 2026-27 under Nevada State Contract 99SWC-NV26-25906, and authorize the Public Works Director to sign all required

documents. (Jeff MacDonnell, Fleet and Facilities Manager)

Q. For possible action. Discussion to approve a $75,000 purchase order with Ozone Water Systems, Inc. for the replacement, repair, rental, and maintenance of the ozone disinfection system at the the ZWUD Water Surface Treatment Plant; and authorize the Director of Public Works to execute the purchase order. (Rick Robillard, Deputy Public Works Director)

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

11.1 For presentation only. Ceremonial presentation of **Proclamation 2026P-054** designating the week of October 4-10, 2026, as National 4-H Week in Douglas County, Nevada. (Christel Passink, 4-H & Youth Development Instructor)

11.2 For presentation only. Ceremonial presentation of **Proclamation 2026P-053** designating the week of September 20-26, 2026, as National Community Emergency Response Team Week in Douglas County, Nevada. (Kara Easton, Emergency Management Director)

COMMUNITY DEVELOPMENT

12.1 For possible action. Discussion to adopt **Resolution 2026R-051**, a resolution of the Douglas County Board of Commissioners granting $20,000 of Douglas County public funds to Main Street Gardnerville for the Business Facade Improvement Grant Program; approve a grant agreement for Fiscal Year 2026-27 between Douglas County and Main Street Gardnerville establishing the terms of the $20,000 grant; and authorize the Community Development Director to execute the grant agreement. (Jen Tune, Main Street Gardnerville Executive Director; and Andrea Pawling, Deputy Community Development Director)

12.2 For presentation only. Presentation on the 2027 Federal Housing and Urban Development Community Development Block Grant (CDBG) program to include a summary of potential projects and outreach to the community for the 2027 grant cycle. (Linda Doherty, Assistant Planner)

12.3 For possible action. Discussion of Appeal 2026-APPEAL-0003, an appeal of the Planning Commission's decision to deny Appeal 2026-APPEAL-0002, upholding the Community Development staff's decision to approve Major Design Review DP25-0184, for a Developed Campground with 53 campsites to include 26 cabins/sleeping shelters, nine (9) tree house structures (on the ground), 18 seasonal dome structures, and three (3) comfort stations (bathrooms/showers). The project also includes a clubhouse for guest use (including a communal kitchen, edible garden, digital nomad space, conference room, communal eating area, and educational wall) and one accessory dwelling to be used to house up to nine employees. The subject property is located in the S-070B (Sports-oriented in the Rabe Community Plan Area) in the Tahoe Basin, near the southwesterly intersection of Elks Point

Road and Highway 50. The appellant is G&T Properties LLC and the appellant's representative is Samantha Vanillo of Womble Bond Dickinson LLP. The original applicant for the Design Review is Jamie Schmidt of JLS-Development, on behalf of Globetrotters Property LLC (property owner). APN 1318-22-001-013. (Linda Doherty, Assistant Planner)

12.4 For possible action. Discussion regarding the adoption of **Resolution 2026R-048**, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, proposing a 5.1% increase to the 2026 Community Development Schedule on November 1, 2026, and repealing Resolution 2024R-053, which established and amended the rates, fees, and charges for the Department set in 2024. The proposed increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026). (Tom Dallaire, Community Development Director and Andrea Pawling, Deputy Community Development Director)

12.5 For possible action. Discussion regarding the adoption of **Resolution 2026R-052**, a resolution adopting the 2026 fee adjustments for commercial and residential building permits pursuant to Title 20, Appendix B, Intentional Building Code section 109, International Residential Code section R108, and NRS section 354.598981; and repealing Resolution 2021R-107, which formerly established and amended the rates, fees, and charges for the Department in 2021. Community Development recommends an increase in the Fee Schedule by 5.1% on November 1, 2026, based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026). (Tom Dallaire, Community Development Director and Andrea Pawling, Deputy Community Development Director)

12.6 For possible action. Discussion regarding the adoption of **Resolution 2026R-016**, a resolution amending certain rates, fees, and charges for services provided by the Douglas County Community Development, Vacation Home Rental (VHR) Department, as provided for in Douglas County Code 20.622, and repealing Resolution 2022R-089, which previously established the current VHR fees in 2022. Community Development recommend an increase in the Fee Schedule by approximately 15% on November 1, 2026. These increases are based on the Board of County Commissioners' desire to have the VHR program be self-funded. (Tom Dallaire, Community Development Director and Ernie Strehlow, Program Manager)

COUNTY MANAGER

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

14. CLOSING PUBLIC COMMENT (No Action)

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

15. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the minutes of the regular meeting on August 20, 2026, of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the regular meeting on August 20, 2026, of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
082026ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, August 20, 2026, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and via Zoom participation as well as was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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

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

COMMISSIONERS ABSENT:
Wesley Rice, Commissioner

STAFF PRESENT:
Dan Coverley, Sheriff
Jenifer Davidson, County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Taylor Tobias, Deputy Clerk

2. PLEDGE OF ALLEGIANCE
Led by County Manager, Jenifer Davidson.

Chairman Gardner speaks:
So a couple of housekeeping items. Number one, Commissioner Rice called me this morning. He had been released to a rehab center and was planning on joining us today; however, he had an issue come up and so he was transported back to the hospital. So he won't be able to join us today. It's also my understanding that Commissioner Tarkanian is out of town but will be joining us remotely shortly.

Commissioner Tarkanian speaks:
Yeah, I just made it.

Chairman Gardner speaks:
There you go, see, so you're not too late, one minute. Thank you for joining us. And then also if you're here for Item 16.1, the discussion regarding a notice of termination for Knox Excavating, I have chosen to not hear that item until after we return from lunch at approximately 1:00 PM. So I'll put that at 1:00 PM, no sooner than 1:00 PM, depending upon where we are. So whatever time we get to that item, I may take Item 16.2 in advance of that, but we won't hear that item until after we break from lunch and come back at 1:00 PM.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
With that being said, we have Opening Public Comment. We have three periods of Public Comment; Opening Public Comment, Closing Public Comment, and then Public Comment is allowed at each of our action items. So Public Comment is limited to three minutes per speaker. The Board of Commissioners uses timing lights that are operated by our Vice Chair, Mr. Tolbert. And so when you approach the

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podium, we ask you to print your name so we can get it accurately into the record. And then state your name and your time will begin at that time, three minutes. You don't have to take all three minutes, you're not required to take three minutes, but we do cut you off at three minutes. So you'll see a green light and then you'll hear a small beep, and the light will turn yellow when you have 30 seconds left. And then when it turns red, you'll hear some obnoxious beeps and that's when you should conclude your comments and sit down. We also have two Liquor Board items; we do not take Public Comment on those Liquor Board items. It must be limited to matters that were within the jurisdiction and control of the Board of County Commissioners, addressed to the Board and not to the members of the public so that the Board may take future action on the items that are raised by the public. So at this time, we will hear Public Comment on those items that are within the jurisdiction and control of the Board of County Commissioners. If there's an item here on the agenda that is for possible action and you can't join us later on when we hear that item, you're welcome to provide your Public Comment at this time on those items, understanding that you will have forfeited your time when we get to that item. So with that, Opening Public Comment.

Jay Herbert speaks:
Hello. I am a resident of Johnson Lane. Thanks for the opportunity to speak to the County Commissioners regarding the Knox construction reneging on the quote-unquote "best" the County could do contract which was negotiated in 2024. Again, thanks for the opportunity to speak now. I have to drive to drop my brother off this afternoon, so I'm having to do this now. I just want to say you can't trust someone that starts a mine illegally and trucks over BLM land. You said that there would be a lawsuit, and I'm speaking to Mr. Gardner because I spoke to him at several meetings, and he said, yeah, eventually there's going to be a lawsuit. Well guess what? There now needs to be a lawsuit against Knox Construction for backing out of the contract that they signed for at least $300,000 to $600,000, which was the monetary amount that the County would have gotten over the period of that contract. We also need an ordinance to allow, not allow large trucks on Johnson Lane from Wildhorse east. This is what started the problems a few years ago and it is still a viable option and I really ask the County to take that up and do that. If Knox is not going to follow the contract, they did, if Knox is not going to follow the environmental statements that were done, then the County has every right to limit the truck traffic through Johnson Lane. Trucks regularly go through there without being covered and I've even seen Knox trucks drive through there uncovered with the covers on the truck. They just don't take the time to cover their loads. We tried to do nice things and say, hey, please cover your loads, that's what you said you were going to do. Well guess what? They're not. The second thing you need to do is if you do not feel that you have the legal standing, which by the way, you do. The lawsuit in Vegas was because the county changed the zoning from residential to nonresidential after a contractor purchased the land to build houses. That is nothing like what happened here. If they don't, if you don't feel you have that, put a toll on that road for the trucks to cover the cost of the damage that they're doing to the road, particularly Johnson Lane. They're using more water, they're not covering their trucks, and they're ignoring the very document that they say should be held against them to monitor them. They cannot be trusted, they've proved it once, now they've proved it twice. Fool me once it's on you, fool me twice it's on me. So please do the right thing and put a limit on the number of trucks that can come down Johnson Lane and sue them for the value of the contract which they so conveniently are deciding that they want to terminate. Thank you very much for your time and I hope you all do the right thing this time. Have a great day.

Chairman Gardner speaks:
Thank you.

Rachel Christensen speaks:
I'm here today because I believe the residents of this county need to say something loud and clear; enough, stop the lawsuits. This is our money, you work for us, the residents, the taxpayers, the homeowners, and businesses of this county. We keep hearing that the County needs more money, you've even created a

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task force to find ways to bring in additional Stormwater revenue. But while you're looking for ways to get more money from us, how much of the money you already have are you spending on lawsuits? And let us ask ourselves, why does this County keep ending up in lawsuits? Maybe because too often the right thing wasn't done in the first place. Commissioners have a responsibility to make informed decisions and that requires demanding facts, data, and analysis from the County Manager before casting a vote. If you are being asked to make major decisions with little or no supporting data, you have a responsibility to stop, ask questions, and get the information you need. You cannot simply accept a recommendation and then shift responsibility when the decision goes badly. Listen to the residents, follow the rules, be transparent, do the right, do the job right and maybe you wouldn't need so many lawyers. Because every dollar spent on an unnecessary litigation is a dollar that cannot be spent on roads, drainage, infrastructure, public safety, or other services that actually benefit the people who live here. You cannot tell us that the County is short on money while continuing to spend our money on expensive lawsuits, this is not responsible financial management. Before you ask residents for another dollar and another fee or another Stormwater charge, I believe you should first prove that you are responsibly managing the money you already, we have already given you. We deserve transparency, we deserve accountability, and we deserve to know that every taxpayer dollar is being spent wisely. Having the ability to spend taxpayer money does not mean you have the right to spend it without accountability. You work for us, we elected you to represent our interests, not to spend our money fighting battles that don't serve the people of this county. So we're asking you today, stop the lawsuit, stop wasting our money, start listening to the residents. And if you believe these lawsuits are absolutely necessary, then stand before the taxpayers and explain exactly why, and exactly how much more of our money you intend to spend. Because this isn't your money, it's ours and we are waiting, we are watching how you spend it. We are paying attention and we expect you to do the job we elected you to do represent us, protect our tax dollars. And remember who you work for.

Jim Jackson speaks:
Yeah, lawsuits sometimes are a real pain but sometimes you need to get a backbone and take a lawsuit to somebody when they're doing something that's not right and they won't correct it themselves. I don't like lawsuits. I've been involved in them in the past. They get real messy but sometimes they are necessary. The thing that you need to remember is that yes, you do work for us, we count on you to do the things that are right, not to run for cover because some other agency may have jurisdiction over something. But when it is affecting us, we expect you to stand by us. If you don't and we have to stand alone, you won't like that because you'll be at the head of the target, too and that's not necessary. Things are going on in the county right now that need to be fixed. You have entities that are taking advantage of this County, whether it be flood control out in the desert, roads, all kinds of things. People are disregarding what you're telling them they should do. Laws that are in effect, they're disregarding them, they don't have any respect for it. That needs to change, and sometimes it needs to change by you guys getting a backbone and standing up for the County and for us. We give a lot of trust to you, we give you a lot of money, we vote for you, we expect something in return. And if that something sometimes gets a little messy, I'm sorry, life is a messy thing. But we do expect you to stand up and support us. And when somebody is doing something, and you have several entities in this county right now that are doing things that are not to the benefit of the people of this county, that are to their own benefit to make themselves richer, you need to stand up and say, no, this isn't right, it has to be done correctly, we have laws in place and if you violate those laws, you should be punished for that. And if you violate a contract or you violate an agreement, whether it be, doesn't make any difference who, they need to be held accountable for that. Whether it was a good or bad agreement doesn't make any difference, it was an agreement made, they should be held accountable to it. So we're going to be watching today to see what you do, it's very important. The message you send to a lot of different entities out there could be a good one or it could be a bad one. That's going to be up to you. Thank you.

Chairman Gardner speaks:
Thank you.

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Charles Heffernan speaks:
Thanks for this opportunity, appreciate it. First of all, start off on a good note, I appreciate you guys having done the paving on Johnson Lane. Got rid of the potholes, the trucks are no longer bouncing down the road. It's still loud but it's a lot better than it was before the paving was done. So thank you for that, I think that'll improve the long term of use of the road. Secondly, I just want to make you guys aware, maybe you're aware, but the cameras that were used for tracking the trucks going in and out of the mine was destroyed. And there were pictures taken of this criminal that was doing it in the act, those have been forwarded to the Sheriff. And I assume that that's an investigation that's, you know, might be hard to find that person, but you guys should be aware of that if you're not. The second or third thing, I guess, is I want to make you aware of something that I think should be in the correspondence that you send to the federal agencies. Knox is, and this is something that's known to staff because it's all on the tally sheets that come in where you're paid for your share of third party sales. It shows two categories for concrete and asphalt and then one for dirt and rocks. And people are bringing this material to the mine and they're paying Knox to dump this material in the mine. We don't know where that stuff came from, we don't know where the soil came from. Is it contaminated, does it have other things in it? I mean, who knows what's in that soil. Where did it come from? There are, there are trucks going back and forth coming from California, you know, they have different laws than we do. So we don't know where that site is that all that stuff's coming from. And you could have an effect on the groundwater. I'm downstream of that groundwater wise. So I think that's something that we should, if we're going to write this letter, that should be in this letter as another point that we asked these federal agencies. Because I understand you don't have jurisdiction even over the groundwater technically, but those agencies do and they should be held accountable for bringing that material in. It should be done in the right way if it's going to be done and it should be something that's tested. And then finally, if I can get it, I think we should also take a, now that this agreement is gone, we should take it up, take a look at refiling the appeal, the County's appeal to the EA. Because that was one of the conditions that was, that you guys withdrew the appeal to the EA as a condition of signing that agreement. That agreement is no longer there, you guys can refile that appeal to the EA. And I think that's something that we should also include as a part of this. Thank you. And I won't be making any of these points if I do talk this afternoon.

Chairman Gardner speaks:
Thank you. Additional Public Comment?

Chuck Bullwinkle speaks:
Good morning, that's a tough act to follow. So when you folks meet….

Chairman Gardner speaks:
Did you print your name? And we need you to state your name for the record.

Mr. Bullwinkle speaks:
I'm sorry, I can't hear you.

Chairman Gardner speaks:
We need you to print your name.

Mr. Bullwinkle speaks:
I already did that.

Chairman Gardner speaks:
Okay. And would you state your name?

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Mr. Bullwinkle speaks:
Charles Bullwinkle. Thank you. I think that what's happening here is maybe we're missing a leader, now, there's people that are not here. So I don't know exactly what goes on when you meet without us, but when something doesn't go right, maybe we need to change the leader. So my point is, we're running out of water. And there's a movement afoot to put 2,000 more houses here. 2,000 houses. That's 4,000 people, 4,000 cars. Where's the water coming from for all that? Where's the water coming from to keep the Knox going? They're using a big giant tank full, you go out there and look, there's a tank out there bigger than this building full of water. So my point is, I got your attention now. Thank you. My point is, that right here in your midst, you've got somebody that knows how to do it, the Sheriff. But think about this for a second; a while back Black Lives Matter shows up here and they're going to take the town apart. Uh uh, we got him. And maybe, just maybe, you folks might turn around and say, hey, Dan, you think we're doing this the right way, do you think we're buying this movie theater down here? For what? When we're running out of water. Hey, I'm only one guy saying that. Well, maybe not, maybe there's a lot of other people saying it, I don't know. Anyway, that's my blather for today. Thank you.

Chairman Gardner speaks:
Thank you. I think you're up, Ms. Duda.

Heather MacDonnell, Airport Manager, speaks:
Good morning.

Chairman Gardner speaks:
I'm glad you're here, I hope you're going to speak about this because if not, I'm going to.

Ms. MacDonnell speaks:
I am, I am. Good morning, thank you. I am here today to talk about the Minden-Tahoe Skyfest, it is on your Consent Agenda right now to approve our festival permit. And I wanted to let everyone know that we've been working very hard to bring this event to our community. This is the only major airshow in Northern Nevada, so we're proud to have it here and we're expecting a great turnout. We've been working really hard with performers, sponsors, vendors, emergency services for all the planning to get this show up and going. And it's going to be, it's turning out to be a great event. I wanted to give you a small update; Friday's event, Friday morning we are hosting a STEM day for our local middle school aged students. We'll have some field trips from our school district and also home schooling to come out and have participation in aviation during our STEM day, giving them activities to learn about aviation. This is really designed to educate, inspire, and connect our young people with opportunities in aviation and aerospace industries. We need these young people to be excited about aviation to preserve our aviation culture for flights to be commercial pilots and beyond for everything that we need. Aerospace there's a million different things that people can do in aviation that they don't realize, so this is going to open a lot of young peoples' eyes. We have some great partners helping with this because we're also going to be offering free youth tickets thanks to some of our sponsors. We have some local sponsors in town, Flutter and Buzz Café, the Corner Group, the Reno-Tahoe Airport Authority, and some other large sponsors that are being able to get these tickets for our youth to get them to our air show. So we're very excited about that also. Friday night is our night show, so starting at 5:00 PM, we'll have the gates open and everyone can shop the vendors, enjoy the atmosphere. And then we'll have a twilight show from our Patriot Jet team, which is comprised of retired military pilots. So these are the same pilots that flew for the Blue Angels and Thunderbirds that are now retired from the military and have their own group and they do private airshows. It's an amazing act; they'll trail the red, white, and blue smoke to celebrate our 250th year anniversary. And then after that, we of course, we have the Army Golden Knights parachute team that will fly a twilight show with sparklers. And then as we go into the night, we have two performers that extract 200 pounds of pyro to their planes and shoot off the fireworks and then a drone show. And then a band to kick it all off for our Friday show, so it'll be great events. Saturday there'll be a car show

UNAPPROVED

with a multiple different acts during the day and then again Sunday. So I want to invite everyone to come out and see the air show and also invite Commissioners. If you guys want to come by Friday for the practice and STEM day to see the kids, you're more than welcome. Thank you.

Chairman Gardner speaks:
Thank you, Ms. MacDonnell.

Julie Duda speaks:
Good morning. This is about transparency with regards to the monthly investment report. Earlier this year, the County conducted a campaign for a new Stormwater Enterprise tax fee, hired consultants to recommend options, had it on the fast track for Commission approval. And then the public exposed the plan as fundamentally flawed. This caused considerable concern, stress and outrage. Now we know that during the Stormwater campaign, there was an LGIP money market balance of $103 million, making the County investment total $227 million. Transparency is the issue. The County monthly investment report failed to report the LGIP money market balance of $103 million. Instead, although the balance fluctuated, about $40 plus million was reported. Usually I consider local government to be a partner with the people and to be clear, I don't expect perfection; however, I will stand against flawed campaigns for new taxes and investment reports that are deceptive. Consider the two issues; fundamentally flawed new Stormwater taxes and deceptive investment reports. So who recognized them as unacceptable and took a stand? The people did. In my opinion, the County is again losing public trust over these issues. We recognize that public trust is important to all and that it is more difficult to regain trust once it is lost. The people pay for County government that will not campaign for new flawed tax projects and will not approve deceptive investment reports. There were red flags before the Stormwater blow up and there were red flags on the LGIP money market. Whose responsibility is it to watch for red flags and take action?

Chairman Gardner speaks:
Thank you. Is there additional Public Comment? Okay, seeing no additional Public Comment, I will bring it back to the Board. And I will re-echo what Ms. MacDonnell said in regards to the Skyfest, it should be a great event. And we've missed this for a couple of years. So October 16th through the 18th, I encourage you to attend that event. So any other Commissioners? No? Okay.

Commissioner Hales speaks:
So we have the opportunity to respond to Public Comment, that's where we're at? I just have one quick response, Mr. Heffernan… well I appreciate all of your comments, everyone who commented. But one quick point to Mr. Heffernan; I believe you said now that this agreement is gone, and in fact, Knox does not have the power to unilaterally terminate the agreement. The only way they can terminate the agreement is if the County breached; the County did not breach. They say otherwise, but I do not believe the County breached. So it's not a foregone conclusion that they can unilaterally terminate and I've heard this multiple times in the public recently. And so I appreciate this opportunity to respond and provide that point.

Chairman Gardner speaks:
Thank you. Okay, with that, we'll close Public Comment.

4. APPROVAL OF AGENDA

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
It is my understanding that Item 15.1 is not ready for primetime, so to speak. And so I will entertain a motion to approve the agenda minus Item 15.1 as recommended.

UNAPPROVED

Commissioner Hales speaks:
So moved.

Chairman Gardner speaks:
Are you asleep?

Commissioner Tarkanian speaks:
Second, I guess.

Chairman Gardner speaks:
Thank you, Commissioner Tarkanian. Okay, so we've had a motion to approve the proposed agenda as presented, minus Item 15.1. Sensing no further discussion, all those in favor of approval of the agenda as presented, minus Item 15.1 signify by saying aye. Okay, the motion passes 4-0 and one absent.

MOTION TO: Approve the agenda, minus Item 15.1 pulled from the agenda; carried.

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

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the draft minutes of the regular meeting on July 16, 2026, of the Board of County Commissioners.

MOTION TO: Approve the draft minutes of the regular meeting on July 16, 2026, of the Board of County Commissioners; carried.

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

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

DOUGLAS COUNTY LIQUOR BOARD

7.1 For possible action. Discussion to approve the addition of Julie Anne Griffith and Timothy Charles Baker to the existing On-Site unrestricted Liquor License for VR Heavenly Concessions, Inc. dba Heavenly Mountain Resorts. Julie Anne Griffith and Timothy Charles Baker have signed their Waiver of Notice of Hearing. VR Heavenly Concessions, Inc. dba Heavenly Mountain Resort located at 375 Quaking Aspen Lane, Stateline, Nevada 89449. (Captain Koontz)

UNAPPROVED

MOTION TO: Approve the additions of Julie Anne Griffith and Timothy Charles Baker to the existing On-Site Unrestricted License for VR Heavenly Concessions, Inc. dba Heavenly Mountain Resort; carried.

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

7.2 For possible action. Discussion to approve the Package Retail Liquor License and On -Site Unrestricted License, for Risata Properties LLC, dba La Loteria Rotisserie Grab & Go, represented by manager Hada Estrada - Zepeda. Hada Estrada - Zepeda signed a Waiver of Notice of Hearing. La Loteria Rotisserie Grab & Go is located at 811 Short Court, Suite E, Gardnerville, Nevada 89460. (Captain Koontz)

MOTION TO: Approve the Package Retail Liquor License, On-Site Unrestricted License, for Risata Properties LLC, dba La Loteria Rotisserie Grab & Go; carried.

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

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

CONSENT CALENDAR

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

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

9. CONSENT ITEMS

A. For possible action. Discussion to: (1) approve an Office Space Lease with the Civil Air Patrol for office space located at the Minden Tahoe Airport; (2) authorize a rent adjustment equal to a 90% reduction in recognition of the aviation-education and aviation- safety public service provided by the Civil Air Patrol to the Airport; and (3) authorize the County Manager or Airport Manager to execute the Lease Agreement. The proposed lease provides office space for Civil Air Patrol to support its aviation education, emergency services, aerospace education, and cadet program activities at the Minden-Tahoe Airport. (Heather MacDonnell, Airport Manager)

UNAPPROVED

B. For possible action. Discussion to approve Lease Amendment #2 to Land Lease 131 at the Minden Tahoe Airport, and authorize the County manager to sign the Amendment. Amendment #2 approves the assignment of LL131 from 89 Enterprises LLC to Pinon Aero Owners Association #1. (Heather MacDonnell, Airport Manager)

C. For possible action. Discussion to accept the Douglas County Assessor's annual report on the use of the Assessor's Technology Account funds as required pursuant to NRS 250.085(4). (Trent Tholen, Assessor)

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

E. For possible action. Discussion on the Outdoor Festival License application submitted by Heather MacDonnell, Minden-Tahoe Airport Manager, for the Minden-Tahoe SkyFest to be held Friday, October 16, 2026, from 3:00 PM to 9:00 PM, and Saturday, October 17, 2026, through Sunday, October 18, 2026, from 9:00 AM to 5:00 PM, at the Minden-Tahoe Airport, 1146 Airport Road, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion on a contract for software subscription, maintenance, and support between the Douglas County Public Library (DCPL) and Innovative Interfaces Incorporated, also known as Clarivate, for a total cost not to exceed $35,000 for continuing services through June 30, 2029, with a maximum cost increase of 3.25% in year one, 3.5% in year two, and 3.75% in year three. (Veronica Hallam, Administrative Services Manager)

G. For possible action. Discussion to approve $88,576.19 payment to Carahsoft Technology Corp. for a three year term with CallTower, Inc to modernize the Douglas County Telephony System. (Peace Ruggia, Chief Information Officer)

H. For possible action. Discussion to approve a Fiscal Year 2025-26 budget transfer totaling $100,000 for the County Construction Fund. (Kathy Kaiser, Comptroller)

I. For possible action. Discussion to retroactively approve an interlocal contract with the Nevada Tahoe Conservation District to perform tasks related to the enactment of area-wide stormwater planning and treatment within the Douglas County portion of the Lake Tahoe Basin for an amount not to exceed $50,000, and authorize the County Manager to execute the contract. The approval is retroactive to July 1, 2026. (Courtney Walker, Stormwater Program Manager)

J. For possible action. Discussion to retroactively approve a $100,000 interlocal contract with the Carson Valley Conservation District to continue to implement the Genoa Carson River Bank Stabilization, Phase IV project, and authorize the County Manager to sign the agreement. The approval is retroactive to July 1, 2026. (Courtney Walker, Stormwater Program Manager)

K. For possible action. Discussion to approve the first amendment to the existing contract with the Carson Valley Conservation District for Genoa Phase IV Carson Riverbank Stabilization Projects and Channel Clearing, Snagging, Maintenance, and Restoration north of Genoa, Nevada. This amendment extends the timeline of the contract and does not involve a change in cost. (Courtney Walker, Stormwater Program Manager)

UNAPPROVED

L. For possible action. Discussion on accepting a $28,274.98 grant award from the Community Corrections Partnership Block Grant administered by the Nevada Division of Child and Family Services for Fiscal Year 2026-27, augmenting the Juvenile Probation Department-General Fund budget by the amount of the grant, and authorizing the Chief Juvenile Probation Officer to sign any related documents. (Daniel Hamer, Chief Juvenile Probation Officer)

M. For possible action. Discussion to accept the Permanent Nonexclusive Drainage Easement and Agreement with Beach Club Development Phase III, LLC for approximately 3,400 square feet to install an underground storm-drain pipe and related improvements. (Courtney Walker, Stormwater Program Manager)

N. For possible action. Review and discussion to accept the County-Wide Inventory Management Internal Controls Review Report prepared by Douglas County's Internal Auditor, Baker Tilly. (Kathy Lewis, Chief Operating Officer)

O. For possible action. Review and discussion to accept the Fiscal Year 2025-26 Third Quarter Surprise Cash Counts Report prepared by Douglas County's Internal Auditor, Baker Tilly. (Kathy Lewis and Baker Tilly)

P. For possible action. Review and discussion to accept the Fiscal Year 2025-26 Fourth Quarter Surprise Cash Counts Report prepared by Douglas County's Internal Auditor, Baker Tilly. (Kathy Lewis and Baker Tilly)

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

R. For possible action. Discussion to approve a contract with HydroCorp NV LLC to provide Cross-Connection and Backflow Device management services for the Douglas County Water Utility, and authorize the Public Works Director to execute the contract and change orders up to 10% of the total contract amount. The cost for the services is set at annual amounts of: Year 1 - $41,715.75, Year 2 - $43,493.17, and Year 3 - $45,340.40 for a total of $130,549.31. After the initial 3-year period, the Contract may renew annually with cost increases capped at 5% annually. (Rick Robillard, Deputy Public Works Director)

S. For possible action. Discussion to approve a construction contract, for a cost not to exceed $167,100, with Sierra Controls, LLC for the Jobs Peak Water Treatment Plant Programmable Logic Controller (PLC) Replacement Project; and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract amount. (Rick Robillard, Deputy Public Works Director)

T. For possible action. Discussion on the purchase and installation of law enforcement equipment for three 2024 Ford F-150 vehicles and one 2025 Ford Interceptor to be used by the Douglas County Sheriff's Office Patrol Division for a total equipment and installation cost of $126,748.86. (Undersheriff Elges)

U. For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Jail Division Status Report for the Second Quarter of April to June 2026. (Captain Storke)

UNAPPROVED

V. For possible action. Discussion to approve changes to the Fiscal Year 2026-27 secured property tax roll as recommended by the Douglas County Assessor pursuant to NRS 361.765 and/or NRS 361.768 to adjust the taxable values of the affected properties, for a total decrease in net taxable value of $2,288,129, authorize the Chair to execute an Order to Adjust Tax Bills and Correct Secured and Unsecured Tax Rolls, and direct the Douglas County Treasurer to correct the error in the tax roll pursuant to Nevada law. (Trent Tholen, Assessor)

ADMINISTRATIVE AGENDA

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

PRESENTATIONS

11. For presentation only. Ceremonial presentation of Proclamation 2026P-006 honoring Fred Stodieck and the Stodieck Family Ranch. (Chairman Mark Gardner)

Chairman Gardner read the agenda item and the proclamation into the record.

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

Applause was heard.

Fred Stodieck, Stodieck Family Ranch owner, speaks:
Well, this is quite an honor and I might note that my dad was a past Commissioner of Douglas County. And I thank you all for showing up; like I said, this is quite an honor. Thank you.

Applause was heard.

Chairman Gardner speaks:
I'm actually going to invite other members of the public up if they want to join. Okay, David Hussman also, who has a conservation easement off of 395 also and his wife Kathy. So Dave.

David Hussman speaks:
Thank you. I've known Fred since I was a little guy and he worked on our ranch when he was in high school, if I remember correctly. And he's been a mentor to me for a lot of years, how to do what we do. So I'm very proud of him and I'm glad to say I'm his friend.

Applause was heard.

Commissioner Hales speaks:
Chairman Gardner, can I just make one point? This doesn't mean that Stod is done, he still has to keep doing all the things.

Chairman Gardner speaks:
Well he's still on the CWSD Board, he's still on the Ditch Committee. And I think we approved him to be on that Ditch Committee for four years and I think he's only been one year on it since the reappointment. So it's a few years to go.

RESULT:	**PRESENTATION HELD.**

UNAPPROVED

FINANCE

12.1 For possible action. Review and discussion to accept the Grand Jury Internal Audit Report prepared by Douglas County's Internal Auditor, Baker Tilly. (Kathy Lewis, Chief Operating Officer and Kathy Kaiser, Comptroller)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
And that's a new title for you, isn't it?

Kathy Kaiser, Comptroller, speaks:
Yes, it is.

Chairman Gardner speaks:
Congratulations.

Ms. Kaiser speaks:
Thank you. Good morning, Chairman Gardner and Commissioners.

Chairman Gardner speaks:
And you need to speak closer into the microphone or yell at us as if…

Ms. Kaiser speaks:
Is this better?

Chairman Gardner speaks:
…you were yelling at your husband and angry at him. Okay, one of the two.

Ms. Kaiser speaks:
Too funny. So today I'm sitting here with Kathy Lewis, our Chief Operating Officer. The agenda item in front of you today is to review, and discuss, and accept the Grand Jury Internal Audit Report that was prepared by Baker Tilly. Baker Tilly did perform an evaluation of the County's follow up efforts to address recommendations from the 2017/18 and also the 2019/20 Grand Jury Reports. And I do believe we have Andrew Koumelis, and Andrew, if I did say that incorrectly, I do apologize. But he's here today with Baker Tilly to go over that report. Thank you. Take it away, Andrew.

Andrew Koumeis, Baker Tilly Senior Manager, speaks:
Great, thank you, Kathy. Hi everyone. I am here to present our Grand Jury Internal Audit Report and I'm going to share my screen here. All right, so this starts on page 478 of the agenda packet. So jumping down into our report, I'm going to cover the executive summary. So as Kathy mentioned, our report looked at the 2017/2018 Grand Jury Report and the 2019/2020 Grand Jury Report. And our evaluation focused on assessing what actions the County had taken to address the recommendations in those reports, as well as whether the County had sufficiently addressed those recommendations. Our methodology for this project, we interviewed folks with roles and responsibilities across the various recommendations. We reviewed documents and of the 61 recommendations from the prior Grand Jury Reports, the County had resolved 54 of those items. They made progress on one item and then those remaining six items were no longer applicable to the County due to process changes or changes in regulations. So overall, the County made substantial improvements relative to what the grand juries had recommended in their prior reports. Jumping down to the one item that is still in progress; I can cover that super quick, so that is on page 503. This one outstanding item is from the 2019/2020 Grand Jury Report. And the original recommendation

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from that report was outstanding receivables, put a system in place to know the status of outstanding receivables in all departments, review them and report to the BOCC annually stipulating as to which outstanding receivables are non-collectible. So after our procedures, our current status for this one is that the County Finance Department implemented an accounts receivable policy. And that specifies that they work with each department at the end of each fiscal year to ensure that all outstanding receivables are accurately reflected in the general ledger. The only item that's still open pertained to this recommendation is that there's not an explicit requirement to report annually to the BOCC. And so that yielded a status rating of progress made instead of fully resolving it. With that, I'm happy to answer any questions or listen to any comments that you all have.

Chairman Gardner speaks:
Commissioners, questions? Commissioner Tarkanian, any questions?

Commissioner Tarkanian speaks:
No.

Chairman Gardner speaks:
Okay.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, members of the public. I very much appreciate the work that has been done on this audit. When we met with the management team internally, we all felt that it was very important in this organization, the leadership team did, to review our status on completing, and addressing the very real, and relevant concerns raised by the grand jury from the time periods that were stated in this presentation today. I'm very pleased with the work of this organization to address those real and relevant concerns. It has been a heavy lift, but it was very necessary. When I came into the County Manager's Office as Assistant County Manager, one of the first things I did was read the Grand Jury Report specifically relevant to the concerns raised on Tiregate. And the opening section of the Grand Jury Report refers back to the various Grand Jury Reports and recommendations from grand juries that had been convened in years prior. And the opening statements and the opening summary of the grand jury from that time period stated nobody's listening to us. It's very obvious that nobody reviews the report of the grand jury and that County leadership may not be taking these findings or these recommendations seriously. We wanted to send a different message to the incoming grand jury that may be convened sometime in the future that that is not the case here. We do read those reports, we rely on the information and the findings made to operate government more accountably and transparently moving forward. So I just do want to take a moment to thank the work of the Department Heads to address the concerns that were raised, it was a collective effort by this organization. And I'm proud of what we have done in partnership with this County Commission and I'm grateful for your leadership as well. Thank you.

Chairman Gardner speaks:
Thank you. No other comments, go ahead.

Kathy Lewis, Chief Operating Officer, speaks:
Thank you. This report, along with the ones that were on Consent, were presented to our Audit Committee on August 10th. And to follow up on how serious we take these reports, the comments from the Audit Committee was that they very much enjoyed reading this report and getting the results because that is one of their charges when they are placed on the Audit Committee; we ask them to read the Grand Jury Report to prepare for their time serving on the Audit Committee.

Chairman Gardner speaks:
Thank you.

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Commissioner Hales speaks:
I would just take a moment to appreciate the vast amount of work done. I appreciate this report, I appreciate the way it's broken down so specifically. And it was very satisfying to read it and see the progress that has been made on a lot of important points. So to the grand jury who served way back, gratitude, to those who took those points and made improvements, a lot of gratitude. And also thankful for the people who spelled it out so that we could see that this has all been done. So thank you.

Chairman Gardner speaks:
Okay. And I would say if I am feeling a little bit, or looking, appearing a little distracted right now, I'm very angry at my computer. It's not cooperating with me, so I need to take it to…

Vice Chairman Tolbert speaks:
All right then, I will make a motion and I will also...

Chairman Gardner speaks:
We haven't gone to Public Comment.

Vice Chairman Tolbert speaks:
Oh, that's right, we should go to Public Comment. Dang it. Then I will make my declaration since I turned the mic on, that I also sit on the Audit Committee and this was before us. And I did vote to bring this item before the Commissioners, not a vote of approval at that time.

Chairman Gardner speaks:
Yes, that's a good disclosure. We always do that, we need to do that when we're members of other committees and that it's going to come before us eventually, yeah. Okay, with that then, we will go to Public Comment on Item 12.1 regarding the Grand Jury Internal Audit Report.

PU BLIC COMMENT

Jim Jackson speaks:
We get up here a lot and complain about what you've done or not done and all that kind of stuff. But I think one of the things that this shows is that previous Commission Boards of Commissioners really did a lousy job in running this County and opened the door to a lot of things that shouldn't have happened, Tiregate being one of them. I think that this Board has been saddled with a lot of things that happened in the past that you get blamed for that you're trying to clean up. I'm not giving you a bill of pass on this, on other things, but I do think that you deserve some credit in getting these things cleaned up and getting this handled. I think there's still a few things that need to be a little bit clearer to us out in the public, the $60,000 that was brought up that was out there someplace that you can't collect and everything. And that might be part of this receivables thing that they're talking about, the one thing that's left open here. But other than that, I think you've done a fairly decent job of cleaning up the messes that previous Commission have done. You made a few of your own that you've got to clean up, but that's to be expected and everything. But I just want you to know that we're not always complaining about everything you're doing, but we do watch what you do and when things pop up, that's when you hear from us. Thank you.

Chairman Gardner speaks:
Thank you. Any additional Public Comment? Okay then, I'll close Public Comment, bring it back to the Board. To Mr. Jackson's point, I will state I am an Eagle Scout and one of the mottos of the Eagle Scouts, or any scout for that matter, is leave it better than you found it. So we're trying to leave it better, I'm trying to leave it better than I found it. That doesn't mean that I might make a mistake here and there also. But that's also why you have my personal cell phone number because you let me know when you don't agree

UNAPPROVED

with everything we're doing which is appreciated. So with that, if there's no other comments, I'll entertain a motion now, Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
All right. Oh, it's too small to read, there we go. Mr. Chair, I move that we accept the Grand Jury Internal Audit Report prepared by Baker Tilly as presented.

Commissioner Hales speaks:
Second.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Once again, we have an echo in the room. Motion by Vice Chairman Tolbert, seconded by Commissioner Hales to accept, and there's a difference there, but accept the Grand Jury Internal Audit Report prepared by Douglas County Internal Auditor Baker Tilly as presented. All those in favor signify by saying aye. Did you vote, Commissioner Tarkanian?

Commissioner Tarkanian speaks:
Yeah, I said aye, I'm sorry.

Chairman Gardner speaks:
I didn't hear it, I'm sorry. Okay, the motion passes 4-0 and one. Thank you.

MOTION TO: Accept the Grand Jury Internal Audit Report prepared by Baker Tilly; carried.

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

12.2 For possible action. Review and discussion to approve a Professional Services Agreement between Douglas County and Plante Moran PLLC to provide Internal Audit Services for three years at a cost not to exceed $362,450 for the three year contract term. (Kathy Lewis, Chief Operating Officer and Kathy Kaiser, Comptroller)

Chairman Gardner read the agenda item into the record.

Kathy Kaiser, Comptroller, speaks:
Thank you, Chairman Gardner, Commissioners. Sitting with me again is Kathy Lewis, Chief Operating Officer. Today before you, we would like to review and discuss the Professional Services Agreement between Douglas County and Plante Moran, PLLC to provide internal audit services over the next three years. Just to give you a little background about the process to finally come to Plante Moran, we did have a very competitive process where we had 13 requests for proposals. Out of those 13, we did meet, a small committee of us, with staff members from various departments, including the DA's Office, Sheriff's Office, HR, Finance, and County Manager, to review those RFPs. And then we did narrow that down to five or six. We did interview, I believe it was about five between us, also with a member of the Audit Committee. And from there we did select two, which one obviously was Plante Moran. And I believe we all pretty much felt that Plante Moran was probably the best fit for Douglas County. So with no further

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ado, I would like to present Caroline Main with Plante Moran and she should be online to discuss that further. Caroline?

Caroline Main, Plante Moran Senior Manager, speaks:
Yes, I am; thank you. And I'm joined by Matt Bohdan as well. Matt, I'll let you kick us off.

Matt Bohdan, Plante Moran Partner, speaks:
Thanks, Caroline. Good afternoon everyone, thank you for allowing us the opportunity to join you today in this meeting. I just wanted to introduce myself as the engagement partner, as well as Caroline, who will support Douglas County and me in leading the engagement. For those of you not familiar with Plante Moran, we are a global firm that's comprised of audit, tax, wealth management, and consulting. Our firm has been serving local government clients for over 100 years and serving county government is very much an area of specialization for us as a firm, as well as that of our internal audit consulting practice. So, you know, very, very appreciative of the opportunity to meet with you today. We are happy to answer any questions that you have or address any comments that you may have on our contract or how we may be of service for the County.

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

Commissioner Tarkanian speaks:
Nope.

Chairman Gardner speaks:
Commissioners? No? Okay, then this is an actionable item, so we'll go to the public for Public Comment. Is there any Public Comment on Item 12.2?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Seeing no Public Comment, I'll bring it back to the Board. And if there's no other discussion then I will entertain a motion.

Commissioner Hales speaks:
I move that we approve a Professional Services Agreement between Douglas County and Plante Moran, PLLC to provide internal audit services for three years at a cost not to exceed $362,450 for the three year contract term.

Vice Chairman Tolbert speaks:
I'll second.

Chairman Gardner speaks:
Okay, so we have a motion by Commissioner Hales, seconded by Vice Chairman Tolbert to approve the Professional Services Agreement between Douglas County and Plante Moran PLLC, as indicated. Sensing no other discussion, all those in favor signify by saying aye. Okay, the motion passes 4-0 and one. Thank you very much and we look forward to working with you.

Mr. Bohdan speaks:
Thank you. Likewise.

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Ms. Main speaks:
Us too; thank you.

Chairman Gardner speaks:
Yep, thank you. Anything else? Okay, thank you very much.

MOTION TO: Approve a Professional Services Agreement between Douglas County and Plante Moran PLLC to provide internal audit services for three years at a cost not to exceed $362,450 for the three year contract term; carried.

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

COMMUNITY DEVELOPMENT

13. For possible action. Discussion to approve a petition (DP 26-0035) to abandon a portion of the Sierra Place right-of-way between 3656 Green Acre Drive (APN: 1420-06-310-008) and 3644 Green Acres Drive (APN: 1420-06-410-001), consisting of approximately 11,997 square feet, and reserving therefrom a public utility easement and public 20-Foot-wide public drainage easement. The subject right-of-way is within the Indian Hills / Jacks Valley Community Area. The applicants are Theodore Bicksler and Erick Welsh. (Jeremy Hutchings, County Engineer)

Chairman Gardner read the agenda item into the record.

Jeremy Hutchings, County Engineer, speaks:
Thank you, Mr. Chairman. It's page 518 in your packet. This one you've seen before. Sierra Place is up, just for reference, here's Target, my favorite store. Home Depot is off to the right. Sierra Place is just off of kind of between Green Acres and Cherokee. Last time we had a meeting, there was some confusion over the drainage. So a couple things have happened at the request of Commissioner Tarkanian; we had Stormwater give a review of how the stormwater acts in that area and also the applicant added a request to reserve out a drainage easement from the abandonment. So in the unlikely event that we would need to put in some drainage improvements in the area, we'll have a place to take them. Hopefully that eliminates the concerns. Staff is recommending approval, but I'll go through the slides real quick. So here's kind of a picture of the abandonment area between the two applicants who I believe are present, although I've never met them. It's basically the highlighted area in red that they're requesting the right-of-way to be abandoned. Here's kind of a more of a legal look at it, for lack of a better term. It's about 12,000 square feet and Bicksler and Welsh are the applicants. So the difference between this presentation and the last request was the drainage easement.

And here is the easement they're asking to reserve or requesting that it be reserved from the abandonment. So we'll still have a drainage easement through this area. There's also, just as a reminder, public utility easement will be reserved over the entire area, so they're really just abandoning the access portion of it. At the request of Commissioner Tarkanian, we did have Stormwater give us a summary of their site visit and I've been to the site myself, it looks generally correct. Their analysis is that the hillside kind of washes down and across the property and follows the road down a bit. This is unimproved area of Sierra Place through here. What you see is some, perhaps Mr. Hernandez, this owner here, may have put in some DG to access his driveway at some point or gravel. But generally, the water comes from the hillside, follows historic patterns downhill. The area, just as a reminder, is in here that we're abandoning, so that wouldn't be impacting that drainage. Mr. Hernandez did provide Public Comment against the abandonment, but I

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have not received anything on this revised request. Here's the state law that the Board is allowed to vacate or abandon right-of-way if there's no material injury and staff is recommending that that can be found. The recommended motion is here. And basically, I know it's a brief presentation, but we've been over this before, so I'm at the question stage.

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

Commissioner Tarkanian speaks:
Mr. Chairman?

Chairman Gardner speaks:
Yes, please.

Commissioner Tarkanian speaks:
So my question, Mr. Hutchings, is there was a concern that the one landowner, I think you said his name was Hernandez, he said that there was water that would flood the certain area that would prevent him from being able to get out on the only other access to his property. I think that's what my question was and has that been determined if it was not true?

Mr. Hutchings speaks:
I think there's some disagreement between staff and that landowner, Commissioner Tarkanian. The water historically does flood, as it's shown in this exhibit on your screen today. By abandoning this portion of the right-of-way, it's not making it any better or worse. If he were to access his house from Green Acres, it'd probably be harder for him to do so because he'd have a longer distance to go. And it's not improved in that area either, so it's just a disagreement…

Commissioner Tarkanian speaks:
Okay.

Mr. Hutchings speaks:
…between staff and the applicant.

Commissioner Tarkanian speaks:
But if I recall correctly, the area that's going to be abandoned, he said he used that road to go out of when the road, and I can't see it, my eyes aren't good enough. But if you're calling that Green Acres, whichever one he goes out on, primarily that road at different times of the year and I think he said up to two or three times a year was blocked. I won't vote for an abandonment of road if this guy doesn't have access out of his property. So I guess my question is not where the water flows on the portion being abandoned, but where the water accumulates on the portion that he uses to get out on the road.

Mr. Hutchings speaks:
Yeah. So the actual test, in my opinion, we have legal counsel here as well, but the test is, does he have access or not? Today he does have access and he will if the abandonment is approved. He won't have the option to access the Green Acres. But as you can see from the exhibit, I realize it's a little hard to see remotely perhaps, but his driveway is very close to Cherokee and that's how he primarily accesses the road today. If you don't agree with that, certainly, I'm just making recommendations.

Commissioner Tarkanian speaks:
Yeah, I guess. Okay, it's a little loud with this gardener out there. I'm not quite sure what the play of the words are you using there, today he can get out of there. My question is, can he get out of there 365 days a year or does that road flood which prevents him from getting out on other days? It's not fair to an owner,

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landowner to take away his only access in and out of his property on any day of the year by abandoning this road. So that's my question, you said that as of today he can use it, can he use it? And this is what I had asked you guys to look into and bring it back to me, can you use it all year round?

Mr. Hutchings speaks:
Yeah. I haven't seen any evidence or explored it to 365 days. I'm not even sure how I'd actually document that, Commissioner Tarkanian. I can show you on this screen though. If he cannot access the existing Sierra Place from where he is today, it seems unlikely he's going to access it further to the east because that's downhill, also unimproved, and with heavier vegetation. So I'm not sure I can provide that documentation to you.

Chairman Gardner speaks:
So maybe I can ask this question, if you don't mind. The primary access for this property, Mr. Hernandez' property, is to Cherokee to the west, that's the primary access and exit from his property. Even with this abandonment, if for some reason with this abandonment, if we approve this, if he was not able to get out onto Cherokee, what would prevent him from actually using this possible road to get out to the other road to just to the east of him? For safety reasons, obviously, you have to be able to get out of your property. And so even though this portion would be abandoned, there's still a storm area there that he still could get out. We're not locking him, he's not landlocked, is that a correct assessment?

Mr. Hutchings speaks:
That's 100 percent correct, he still has access directly to Cherokee. This is part of his frontage, his driveway is a horseshoe shaped driveway that accesses this portion of Sierra Place, which is not abandoned and directly accesses at a closer point to Cherokee. He would have to go a further distance through the same drainage that he's alleging that he cannot get out onto Sierra Place. He'd have to still drive through that problem area to get out to Green Acres and you can see it's at least twice as far as it is to Cherokee. So that's where I'm a little confused by Mr. Hernandez asserting that he comes through Green Acres in favor of coming through Cherokee. He fronts…

Commissioner Tarkanian peaks:
Mr. Chairman, can I ask another question to follow up on what you just asked?

Chairman Gardner speaks:
Yes.

Commissioner Tarkanian speaks:
I'm sorry, you said yes, okay. So we went through this with him about why he uses that road what you're saying is further to get to. And he said because that road does not flood out because of the drainage that occurs throughout the year and he uses it when the other one does. So Chairman Gardner's asking what I think is the most prevalent question is, if we abandon this easement, can they build on that road where he does not have access to exit in the case of an emergency? And I haven't heard an answer on that.

Mr. Hutchings speaks:
If we abandoned the portion of Sierra Place that the applicant is requesting, he would not be able to build on this section of Sierra Place. But there's nothing preventing Mr. Hernandez from improving the actual location on Sierra Place that he works or accesses today. So this is the dividing line, this side east of this line, the applicant is requesting abandonment. West of this line that fronts Mr. Hernandez' parcel is not being abandoned today. So he would be within his rights to come in with a site improvement permit and construct a better access or he could also access directly to Cherokee. Those would be his options. He would not be able to access to Green Acres further to the east if this were abandoned. Does that answer your question, Commissioner Tarkanian?

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Commissioner Tarkanian speaks:
Yes, it does.

Chairman Gardner speaks:
Commissioner Tarkanian, do you have any other questions?

Commissioner Tarkanian speaks:
No.

Chairman Gardner speaks:
Okay. Commissioner Hales?

Vice Chairman Tolbert speaks:
So the last time we had an abandonment before us, basically we didn't approve it because one of the neighbors said I use that access. But that one, that was the only method that he had to get to that area of his property that he was already accessing at the time. And this one appears to be a little bit differently, even though it is the neighbor saying that's the access I use. So I feel like this one's a little bit different than the last one. But my second question is, why is it that we are not offering to abandon the rest of this? It kind of seems piecemeal. Why wouldn't we go ahead and give back the area to the west of what we're abandoning? Or is maybe there a specific process to that, or because the neighbors haven't asked for it, or can you enlighten us a little bit? Because it just seems piecemeal, if we're doing that, the other piece is basically useless. So why aren't we just abandoning the whole piece?

Mr. Hutchings speaks:
Yeah. So the way it's worked since I've worked at the County, Vice Chairman Tolbert, is the applicant applies for what is going to be abandoned and then we review it. So they haven't asked for the whole portion of Sierra Place to be abandoned, so that's why we haven't. There's maps and other costs that would be incurred by the County if we were to then go forward with a larger abandonment that there's really no reason to. So that's kind of how the process works is they apply, we review, I recommend, you decide. They haven't applied to abandon a larger portion of it at this time so we're just processing the application that's in front of us. And I think I missed the first part of your question, or maybe it was more of a statement?

Vice Chairman Tolbert speaks:
Yeah, it was kind of a statement is because before, the neighbor who was complaining about it not getting abandoned, he demonstrated that it was his only access to his that portion of his property. Whereas this one, if we're looking at it on the map, you can turn and go west out to Cherokee. And if I turn on the contours too to try to see where the water is flooding and the contours are roughly parallel to Cherokee. So it's not like there's any flow specifically into this area, so I don't see how this would materially detriment that neighbor to the west.

Chairman Gardner speaks:
The two properties that are in question here, the north property and the south property, how do they access their garages? It looks like they access them off of that Sierra Place access, is that correct?

Mr. Hutchings speaks:
Yeah, that appears correct.

Chairman Gardner speaks:
As I’m looking at the map.

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Mr. Hutchings speaks:
That appears correct, Chairman. So they have a couple accesses it looks like from the front and the sides. And so what will happen is the way the application has been made is that the abandonment, if approved, half the right-of-way would revert down back to the north parcel and then half would revert to the south parcel. So each of the applicants would get essentially half of the right-of-way that fronts their parcel.

Chairman Gardner speaks:
But they have no real jurisdiction to the west of on Sierra Place, out to Cherokee?

Mr. Hutchings speaks:
No more or less jurisdiction than any other member of the public, correct.

Vice Chairman Tolbert speaks:
Okay, he just brought up one more, flip my other hat now. If that is their access to their driveway access, we have ordinances about clearances for driveways and distances from property lines. So this could possibly create a non-conforming condition if they don't do their driveway. Are you following what I'm saying? Because we have that it's now the intersection with Sierra Place and Green Acres, plus you have to stay a minimum distance off of your side property line. Unless the County allowed them a joint driveway use, right, which is a variance, is it not? I'm just wondering if the owners are aware of the situation they might be inadvertently creating.

Mr. Hutchings speaks:
Well the owners still have legal access directly off of Green Acres. Joint access agreements could be a private agreement between two owners and not necessarily require Board approval or staff approval. Two owners can come to an agreement for joint access and record a separate document independent of staff review. But you do bring up a good point, they have been using that to drive on. That's not really on point today as part of this agenda item. What is on point is the abandonment is not materially damaging another neighbor that would be landlocked if we abandon it, which is not the case. They do have direct access and have access off of Green Acres, so it complies.

Vice Chairman Tolbert speaks:
I'm good. I just was seeing that going, oh, wait a minute. If I was drafting the site plan, I would be having to make up, plus the drainage easements going to be there. So the center of that is not something they could necessarily construct on. So I just wanted to make sure they were aware of the potential situations they're creating for themselves, that's all.

Mr. Hutchings speaks:
Yeah. And just to be clear, Vice Chairman Tolbert, the drainage easement is not an exclusive drainage easement. So just to be clear.

Chairman Gardner speaks:
Okay. No other questions? Okay, then let's go to Public Comment.

PUBLIC COMMENT

Jim Jackson speaks:
Since you brought it up, go back to the one that you talked about before this on the abandonment of an easement. There has been no improvement for the road that the owner said that was his only access to his barn that he built on the property line, or close enough to it with the only door going out to that. He has done nothing to improve that. What he has done is improve his driveway, a rather large asphalt driveway with two access points connected directly to Toni Court with absolutely no permits to do it. So on one

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hand, you do one thing, on the other hand, you do something else. Pay attention to what these folks tell you. And it needs, this is one of those things I was talking about earlier that you create some of your own messes. This is one that I think is going to come back to bite you.

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

Keith Bicksler speaks:
Hi. I own the parcel on the north side of Sierra Place on Cherokee, 3655 Cherokee Drive. I approached the owner to the south about abandoning this piece of road abutting our property and he was all in favor of it at first. He said go ahead and apply. There is an application that I withdrew after applying because Mr. Hernandez came out and was rather abrupt with me and said, Keith, I'll fight your ass every step of the way to keep you from abandoning this piece of property. I said, okay fine, Phil, I didn't want to cause any problem. I withdrew it less than a week after I had applied it. The flow of the water that he's saying how it goes, I'm not going to argue it. The water does go down that dirt road of Sierra Place, but the heaviest concentration of where that water is going to fall is right at the back of the line of the property. And that would create no access through there. In fact, Phil even told me cars get stuck there and he's had to tow him out. Yeah, right, that's the area. That's the low part of the area, that's where the water comes down. And as for up on Cherokee, that's the higher point by probably three to four feet. My background is land surveying, I was a land surveyor for 37 years in California. And looking at the topography, that water does flow down naturally through that way, but it does not create a big hazard like has been reported. That's been my own observation.

Chairman Gardner speaks:
Thank you. Any additional Public Comment? Okay, sensing no additional Public Comment, I'll bring it back. Jeremy, you wanted to add something?

Mr. Hutchings speaks:
Yeah, just one response to a member of the public, Mr. Jackson. I think he's referring to Moore Lane, that's under judicial decisions, under judicial review, from what I understand. So the applicant tried to apply for improvements, but since it's under judicial review, we told them it's on hold until that goes through the process. That's one of the reasons, just to clarify that question for Mr. Jackson.

Chairman Gardner speaks:
Okay, that's really irrelevant to this particular Board action.

Mr. Hutchings speaks:
Irrelevant to this one, but I just wanted to get that information out there.

Chairman Gardner speaks:
Comments, questions?

Commissioner Tarkanian speaks:
Are you back to the Board? I didn't hear what you said.

Chairman Gardner speaks:
What we said was that the issues that Mr. Jackson identified…

Commissioner Tarkanian speaks:
Oh, no, I got that. Did you say this was going back to the Board or did you say more Public Comment? I'm sorry, I can't see.

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Chairman Gardner speaks:
In other words, I closed Public Comment and I'm bringing it back to the Board for possible action is what I did.

Commissioner Tarkanian speaks:
Okay.

Chairman Gardner speaks:
Okay.

Commissioner Tarkanian speaks:
So, Mr. Chairman, if I could just say my spiel, I'll say it and then I'll go on mute. This was a very tough decision because Mr. Hernandez is not here and hasn't provided any more proof of the flooding issue; however, at the same time, the whole reason this thing was delayed was for the County to investigate to see if this area did flood enough that it prevented Mr. Hernandez from getting out of his home. Mr. (*inaudible comment*) has not been able to give an answer on that, and although the owner of, that will benefit from it, has given an answer, it and I guess his is the only testimony. I would sort of say, okay, well, maybe we go along with it. But I don't know, if we can't get the answer for why we delayed this thing, I'm not going to vote in favor of it. So although I could go the other way if there was some proof that there wasn't flooding there, I haven't seen enough to do so, so I'm going to vote against it and I'll go on mute now.

Chairman Gardner speaks:
Okay, that's fine. It is my understanding that Mr. Hernandez still has access regardless of flooding or not out to Cherokee from his property. Even if we didn't abandon this and there was water that accumulated between those properties, there would be no access anyways to Green Acres. So that's my observation here is that the flooding takes place to the east of Mr. Hernandez's property in that center where the three properties converge. But the primary access for Mr. Hernandez is to the west out onto Cherokee, that's also the most quickest direct route. So I don't really see that as a hindrance. If in a state of emergency where there was, let's say, fire that was approaching the property which prevented access to Cherokee, then all the residents to the west and on Cherokee could use that as an emergency access route if they needed to. So I don't see where the storm accumulation is a real hindrance to me for the abandonment. So although it looks like our Deputy District Attorney is joining the conversation.

AJ Hames, Deputy District Attorney, speaks:
Thank you, Mr. Chair. I just wanted to make the record clear. What everyone has been talking about, Mr. Bicksler, during Public Comment stated that the area of the road that tends to flood the most is on the sort of the middle section of this stretch of Sierra Place, which is the far western section of the piece of Sierra Place that is to be abandoned. And you also now, in your comment, also noted that that is the area that tends to flood. So I know we have the map in front of us, and we've got a video, and we've got a moving cursor, but I just want it to be clear. If we're stuck with looking at a written record, that the area that the evidence today indicated tends to flood the most is that section, which is to the to the east of Mr. Hernandez' property. Meaning he would still have access to the west over a less flooded portion of the Sierra Place roadway.

Commissioner Tarkanian speaks:
Mr. Chairman, I'm going to have to respond to that.

Chairman Gardner speaks:
Okay.

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Commissioner Tarkanian speaks:
Can I talk? So at the last meeting, Mr. Hernandez testified and showed pictures of, and it was not disputed by staff, that although there may be more water going down the Green Acres area, it didn't form a deep enough area to cause a lack of access to and from that road. When you're talking about the amount of water, that's not the key issue here. The key issue is if there is flooding that prevents someone from reaching the road. Mr. Hernandez testified that on at least two or three occasions a year, there was water that piled up that prevented him from getting to, I'm running a blank on the name now, his primary access road. But that there was not the retention of water on Green Acres and that's why I'm voting against it.

Chairman Gardner speaks:
Okay, very good. Any other comments by the Commissioners? Okay then, I will entertain a motion.

Commissioner Hales speaks:
I move that we approve the petition to abandon a portion of the Sierra Place right-of-way and to reserve therefrom a public utility easement as presented. Shall I finish? Okay and reserving therefrom a public drainage easement as presented, subject to the Conditions of Approval recommended in the Staff Report, based on a finding that the public will not be materially injured by the proposed abandonment.

Vice Chairman Tolbert speaks:
I'll second.

Chairman Gardner speaks:
We have a motion by Commissioner Hales, seconded by Vice Chairman Tolbert to approve the petition to abandon the portion of Sierra Place right-of-way as presented. Okay, all those in favor signify by saying aye. Okay, those opposed?

Commissioner Tarkanian speaks:
Nay.

Chairman Gardner speaks:
Okay, the motion passes 3-1 and one absent. So thank you very much, appreciate it. Thank you.

MOTION TO: Approve the petition to abandon a portion of the Sierra Place right-of-way and to reserve therefrom a public utility easement and 20-foot-wide public drainage easement as presented, subject to the Conditions of Approval recommended in the Staff Report, based on a finding that the public will not be materially injured by the proposed abandonment; carried.

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

Chairman Gardner speaks:
Okay, do we need to take a quick break? Because we have basically two more items before we take a break for lunch. A break would be nice, five minutes. Okay, we're going to take a five minute break, thank you.

A break was held.

UNAPPROVED

HUMAN RESOURCES

14. For possible action. Discussion on revisions to Douglas County Administrative Policies and Procedures, Policy 100.13, Workplace Violence. (Christine Vido, Human Resources Director)

Chairman Gardner read the agenda item into the record.

Christine Vido, Human Resources Director, speaks:
Thank you, Mr. Chairman, Members of the Commission. Before you today is an updated Administrative Policy, 100.13, Workplace Violence; this policy was last updated in 2003. Human Resources conducted a comprehensive review to modernize the policy, improve its clarity and organization, and better reflect current best practices. One change you'll notice is the title, which has been changed from Violence in the Workplace to Workplace Violence. This better reflects that workplace violence is not limited to conduct that physically occurs in a County building, it can also include conduct arising out of or connected to, County employment or County business. The revised policy provides clearer examples of conduct that may constitute workplace violence, including threatening or intimidating behavior, cyber or electronic threats, property damage and inappropriate physical contact. Another significant part of the update is clarification of reporting and response responsibilities. Employees are provided clear direction on when and how to report concerns, while supervisors and managers have specific responsibilities for addressing immediate safety concerns, notifying HR, documenting objective facts and maintaining appropriate confidentiality. The draft was distributed to County Directors for review and comment and Human Resources considered and incorporated feedback where appropriate. Overall, the goal of these revisions is to provide clear expectations for employees and supervisors, strengthen our reporting and response procedures, and reinforce the County's commitment to maintaining a safe and respectful workplace. And with that, I will answer any questions you may have.

Chairman Gardner speaks:
Thank you. Questions, Commissioners? Commissioner Tarkanian?

Commissioner Tarkanian speaks:
Nope.

Chairman Gardner speaks:
Okay.

Vice Chairman Tolbert speaks:
I do have one question and that's with the removal of and families. So can you explain that a little bit? Should there be something escalated beyond, say, even violence led to a death, would the exclusion of families leave them high and dry? Can you just elaborate on that a little bit?

Ms. Vido speaks:
While I specifically removed families, I did put more broader language about members of the public, which I do think would extend to families of employees or families of those affected.

Chairman Gardner speaks:
Any other questions? Okay, we will go to Public Comment. Is there any Public Comment on Item 14?

PUBLIC COMMENT – none

UNAPPROVED

Chairman Gardner speaks:
Seeing no Public Comment, I'll bring it back to the Board. The only thing I wanted to indicate, I appreciate you bringing this to us. Like as you're saying, it's a policy that's been in place for, what, 13 years now; is that right, 2003? So that's good that we're going back and reviewing the aspects of this because things have changed over the last 13 years just electronically. So I appreciate you bringing it to us. If there's no other questions, I'll entertain a motion.

Commissioner Hales speaks:
I move that we approve the revisions to Douglas County Administrative Policies and Procedures Policy 100.13, Workplace Violence as presented.

Vice Chairman Tolbert speaks:
I'll second.

Chairman Gardner speaks:
Motion by Commissioner Hales, seconded by Vice Chairman Tolbert to approve Item 14 as stated. Sensing no other discussion, all those in favor signify by saying aye. Okay, the motion passes 4-0 and one. Thank you, Ms. Vido.

MOTION TO: Approve the revisions to Douglas County Administrative Policies and Procedures, Policy 100.13, Workplace Violence; carried.

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

COMMUNITY SERVICES

15.1 For presentation only. Introduction of Ordinance 2026- 1672, an ordinance creating Chapter 20.850 of the Douglas County Code, pertaining to Art in Public Places; and a zoning text amendment to Section 20.660.050(N) of the Douglas County Code, decategorizing "murals" as a "use of community significance." First Reading. (Brook Adie, Community Services Director)

Administrative Agenda Item 15.1 was pulled from the agenda for a future meeting.

15.2 For possible action. Discussion to approve an Interlocal Agreement between Douglas County and the Town of Genoa to provide administrative support services to the Town of Genoa at the rate of $5,000 per month payable to Douglas County, retroactively effective August 12, 2026 through September 30, 2026 with possible one-month extensions upon mutual consent of both parties. (Brook Adie, Community Services Director)

Chairman Gardner speaks:
We're going to hear this item and then we will take a break for lunch until 1:00 PM. So that gives you 15 minutes.

Chairman Gardner read the agenda item into the record.

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Brook Adie, Community Services Director, speaks:
Thank you. I am here to talk about an agreement that has gone before the Genoa Town Board. August 12th we took this agreement before the Genoa Town Board to designate Ryan Stanton as the Interim Genoa Town Manager. It is our intent to help Genoa get through the Candy Dance and then when the Candy Dance is over, an alternative County Manager will be selected at that time. So that is why this is being requested to be retroactively approved, so that we can go back to the date that Genoa had approved the contract. We've already started working, Ryan has had lots of meetings with lots of individuals about Candy Dance. The Candy Dance handover has gone pretty smoothly, there were a lot of things that were already in place. And so now it's his duty to carry it forward and be there on the three days of the event to help make sure that Candy Dance is successful. The contract does say that it will be $5,000 for each month and it will be prorated for a portion of the month, so August will be prorated. And I'm happy to answer any questions that you might have.

Chairman Gardner speaks:
Ms. Adie, we're not replacing our County Manager.

Ms. Adie speaks:
Did I say County?

Chairman Gardner speaks:
Listen…

Ms. Adie speaks:
I am so sorry.

Chairman Gardner speaks:
…I do…

Ms. Adie speaks:
Genoa Town Manager.

Chairman Gardner speaks:
That proves that I listen to the words.

Ms. Adie speaks:
I was wondering what the commotion was. I'm like, they're not listening. I'm so sorry. No, Genoa…

Chairman Gardner speaks:
No, she's not available.

Ms. Adie speaks:
…Town Manager, yes.

Chairman Gardner speaks:
Sorry, she's not available.

Ms. Adie speaks:
Yes.

Chairman Gardner speaks:
Okay.

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Ms. Adie speaks:
Okay, Genoa Town Manager.

Chairman Gardner speaks:
We will look at replacing the Town Manager at some point in time, hopefully.

Ms. Adie speaks:
Yes.

Chairman Gardner speaks:
Okay, just wanted to make sure that got on the record clearly.

Ms. Adie speaks:
Thank you.

Chairman Gardner speaks:
Okay thank you, that's the only comment I had.

Vice Chairman Tolbert speaks:
I do have a comment and I brought this up in our non-meeting review of the committee. And I say this with all love, okay, I feel like your department does so many things; however, I am also aware of the amount of burden that your department is taking on. And so I know you guys can handle this, I don't fear anything, I just want to be on record to say that I have concerns just with the amount of burden that your department continues to take on. You always take it on, you never say that'll be tough. But that also concerns me because I do that and get myself overwhelmed. And so I know you're not overwhelmed, but I just want to be on record to say that you can turn away some of these things when they are presented. You don't have to say, yeah, we got it, bring it on. Because that does concern me of all of the things that Community Services is, it's Senior Services, Park and Rec, there's so many things that are under your umbrella. I just want to make sure that we're not overburdening and you're not just saying, yeah, we'll do it just to be the people that you are that takes on challenges. So anyway, that's where I just want to be on record saying that it's not necessarily a critique, just a I see you, I hear you, but it is okay to say no.

Chairman Gardner speaks:
In other words, thank you for what you do. And we know you'll do a great job with this also.

Ms. Adie speaks:
Thank you.

Chairman Gardner speaks:
Okay. Commissioner Tarkanian, any questions?

Commissioner Tarkanian speaks:
Nope.

Chairman Gardner speaks:
Commissioner Hales? No, okay then, we'll go to Public Comment. Is there any Public Comment on Item 15.2 for the Interlocal Agreement between Douglas County and Town of Genoa?

PUBLIC COMMENT – none

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

Vice Chairman Tolbert speaks:
Mr. Chair, I recommend the approval of the Interlocal Agreement between Douglas County and the Town of Genoa to provide administrative support services to the Town of Genoa at the rate of $5,000 per month, payable to Douglas County retroactively, effective August 12, 2026, through September 30, 2026, with possible one month extension upon mutual consent of both parties.

Commissioner Hales speaks:
Second.

Chairman Gardner speaks:
We have a motion by Vice Chairman Tolbert, seconded by Commissioner Hales. All those in favor signify by saying aye. Those opposed? The motion passes 4-0 and one. Thank you. And once again, we appreciate what you do.

MOTION TO: Approve an Interlocal Agreement between Douglas County and the Town of Genoa to provide administrative support services to the Town of Genoa at the rate of $5,000 per month payable to Douglas County, retroactively effective August 12, 2026 through September 30, 2026 with possible one-month extensions upon mutual consent of both parties; carried.

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

Chairman Gardner speaks:
With that, we're going to go ahead and take a break for lunch and we will return at 1:00 PM. Thank you.

A break was held.

Chairman Gardner speaks:
It is 1:00 PM according to my phone and I say according to my phone because my computer is not happy with me again. So I'll call the meeting back to order and check on Commissioner Tarkanian, you're back with us?

Commissioner Tarkanian speaks:
I certainly am.

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COUNTY MANAGER

16.1 For possible action. Discussion regarding a Notice of Termination from Knox Excavating, Inc., pertaining to the October 4, 2024 *Agreement to Address Public Health and Safety Concerns and to Pay Percentage of Gross Proceeds from the Mining Operation* related to the Painted Rock Mine between Knox Excavating, Inc. and Douglas County (Recorded Document No. 2024-1013250). The Painted Rock Mine is a 35-year phased aggregate mining operation on tribal allotment land (APN 1321-00-001-001), held in trust by the U.S. Department of Interior, Bureau of Indian Affairs (BIA). The BIA is the permitting authority for the mining project. The Bureau of Land Management (BLM) is the permitting authority for the road through BLM land to the mine. Discussion may include providing direction to the County Manager to prepare a response, inform interested parties, and take other appropriate action. (Jenifer Davidson, County Manager)

Chairman Gardner read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission and members of the public. With me here today also assisting with questions that this Board may have, and at any point may be jumping in on this presentation to clarify certain pieces, is Deputy District Attorney, Carey Rosser. Ms. Rosser, are you online? There she is.

Carey Rosser of Carey Rosser Law, Ltd, representing the County, speaks:
Good afternoon, can you hear me okay?

Ms. Davidson speaks:
With that, Mr. Chairman, we are going to jump into this agenda item. So I'm going to start with a brief overview of how we got here. So as you are aware, this Board took action to execute an agreement with Knox Excavating in October of 2024. In 2026 in June, this Board passed two ordinances actually, one of which restricted truck traffic on East Valley, Sunrise Pass, and Fremont Street, in response to resident concerns and also concerns the County had regarding the condition of the road on East Valley. I do want to state clearly on the record the County had a number of valid reasons for passing that ordinance, which were included as part of the official public record on that June 4th meeting. Public health and safety, the condition of the road, and the road being used by trucks from a variety of businesses as a bypass around this community was the basis for the ordinance as it was brought forward. I don't know if you have anything additionally you want to say there, Carey, sorry.

Ms. Rosser speaks:
Apologies. I think our data from that time was reviewed by the Board and since then is consistent on the point that to the extent there's truck traffic there. A large portion of it is bypass on 395.

Ms. Davidson speaks:
Thank you, Ms. Rosser. Following that June 4th action, the County received a 30 day notice of default and notice to cure on June 22nd from the legal representatives of the mine operators. As a result of that communication, Chairman Gardner and Commissioner Hales met with the representatives of the mine to discuss the County's intent and basis for passing the ordinance, clarifying how the ordinance would apply and explaining that legal, or excuse me, local deliveries were permitted as part of that ordinance. There were other parts of that discussion which I would defer to Commissioner Hales or Chairman Gardner if you want to add to what I just shared there regarding your efforts to meet with the mining operators to resolve the concerns that were identified in the notice of default. The County then, subsequently following that meeting, issued a response to the notice of default that was sent on July 14th. And then following that

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response, the County received a notice of termination on July 29th, again, from the legal representatives of the mine operators. It is attached as part of the background documentation for this agenda item and is the reason why we find ourselves here today seeking direction from this County Commission about next steps.

So let's get into the conversation about potential next steps. Based on discussion and direction that we received from the County Commission regarding the notice of termination that we have received, we will be drafting a response to that notice of termination. I will state for many reasons we disagree with the interpretation of the mining operator's legal counsel in this matter. We do not think the actions taken by the County were inconsistent with the agreement and we would explain as much in our response and anything else you wish us to address in that formal response to them. In addition, we think it's appropriate to inform federal agencies, including BLM, BIA, and NDEP of the recent developments in this matter and the potential impact of the absence of the agreement if, in fact, the operator believes the agreement is not in place. This may include identifying specific terms in the agreement that were based on assumptions made in the environmental assessment in calling out those terms for those federal agencies. And I'm going to go through those in the next two slides. So this table demonstrates the language from the agreement that was consistent with assumptions made in the EA document. As you are aware, that document is over 700 pages. There were representations made regarding the mining operator's intent as the basis for the analysis in that EA document. And those EA assumptions are called out in the column on the left versus the language that was included in our operating agreement on the right.

The first category is under the hours of operation. The assumption in the EA included a 40 to 80 hour per week during daylight operating intent and up to ten hour per day at full production stated intent. The agreement language included a commitment for hours of operations to occur between 6:00 AM and 9:00 PM consistent with any permit. The hauling schedule EA assumption, trucks ingress and egress uniformly over an eight hour working day was the assumption made (*audio cut out*). The agreement language included a commitment that generally, the operator would operate between 7:00 AM and 5:30 PM Monday through Friday. Operating days in the EA, the assumption included language up to 260 days per year. The agreement included language Monday through Friday with limited Saturday operations. Under truck trips, the EA assumption included a representation that maximum 60 trucks or 120 trips per day and that was years one through five. And the intent of the mining operator was to escalate the number of trucks per day over time as demand for material increases and their ability to stand up operations at the mine increased over time. Years five through 35 they indicated, or the assumptions included in the EA, a max of 85 trucks or 170 trips per day. Our agreement language included an annual average of 60 trucks with a seasonal schedule, generally December through March, 20 trucks or 40 trips, and May through November 85 trucks or 170 trips.

Under truck staging, the EA assumed that the staging area within the mine lease for trucks awaiting loads, the agreement specifically included a commitment for vehicle staging to be prohibited on Johnson Lane. In terms of haul, route, and dust control, the EA assumption commitment was fugitive dust controlled by watering unpaved roads three to six times per day and installing road improvements. Which for the most part, I shouldn't say for the most part, I do believe the operator has undergone efforts to install the improvements they committed to. In our agreement we asked that they use watering trucks to mitigate dust. Under the category of blasting, the EA assumed that blasting was not proposed as part of the project. When we met with the mine operators to discuss the terms of the agreement, the operator indicated that generally they anticipated no blasting out at the mine site, but on occasion, in very rare circumstances, they did believe that it would be necessary. So that was a term that was incorporated into the agreement. Under the category of pumping limit, there was a max 12,000 to 24,000 gallons per day of water that was assumed as part of the EA analysis, or 13.4 acre feet. I believe that's what AFA stands for. Under our agreement, we asked the mining operator to comply with the terms of their permits in terms of water use.

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Mr. Chairman, this might be a good time for me to pause, I'm not sure if anyone had any questions on this. I tried for the record, to the best of our ability to include the relevant sections of the 700 page EA document where this language was pulled from, as well as the relevant sections of our agreement.

Commissioner Tarkanian speaks:
Mr. Chairman, I have one question if I could ask at this time?

Chairman Gardner speaks:
Please.

Commissioner Tarkanian speaks:
Ms. Davidson, what is the water allowed per permit? I'm not sure what it is, I doubt the public does.

Ms. Davidson speaks:
So Commissioner Tarkanian, thank you for the question. To my knowledge, I do not believe that we have seen a permit that has been issued by an agency that currently restricts the volume of water being utilized by the mine. The mine operators, excuse me, the property owners do have water rights and would not be able to exceed the total amount of water that they are allotted per the rights that they have on that land. But to my knowledge, there have been no restrictions placed on pumping of water by any of the entities that I've referenced in this.

Commissioner Tarkanian speaks:
Okay. Let me ask you a different question then, a different way of the same question. Do we have any knowledge to know if they are using more than the 24,000 gallons per day?

Ms. Davidson speaks:
I have no indication of that, sir and I'm not sure who would be tracking that.

Commissioner Tarkanian speaks:
Thank you.

Chairman Gardner speaks:
All right, seeing no other questions, I'm going to go to our final slide. So ultimately what we're looking for is direction from the County Commission today on two items. One, any direction that you have regarding our written response to Knox; we will ensure that that response incorporates your discussion today. And then number two, confirmation of our intent to provide notice to the federal agencies of what has occurred and to call out the possible impact of not having the agreement in place and ask them to review the EA document and to consider what steps they may take in the future permitting considerations moving forward. Ms. Rosser, do you have anything else to add to what I have presented?

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

Ms. Rosser speaks:
Thank you, Ms. Davidson. The only thing that came to mind after Commissioner Tarkanian's question was that I think we want to be clear that for all of the items on that list, we aren't necessarily saying that we have observed or noted any deficiency by Knox, the operator. It's simply pointing out the things that were protected under the agreement based on the EA. So I just want to make that clear.

Commissioner Tarkanian speaks:
I guess that leads me to the next question. When they do an env… and this is new to me, the first time I've been involved in a project that's had an environmental assessment, when they do an environmental

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assessment, it's my understanding these federal agencies want to make sure that this type of an operation will not infringe upon certain environmental protections that they have there and they do the certain assumptions to make sure they don't. Is that accurate or can you tell me how that works?

Ms. Rosser speaks:
Thanks, Mr. Chairman. I think that is a reasonable explanation of the process. They have an individual or entity, seeking to make use of the land, will define the proposed action as they refer to it. And so in this case, Knox has a definition of a scope and proposed activities that would take place in the proposed area. And that is the basis for the analysis and for the reviewing agencies to determine whether or not the impact on that area rises to a level that either might require additional research or might require additional steps, or if it does not. And so that proposed action is sort of the defined original scope.

Commissioner Tarkanian speaks:
But that leads me to what is very troubling when I can't understand that if this project was approved because of the EA, was approved by these agencies. but Knox is not following the assumptions that were in the EA, then how do these agencies know that this is appropriate activity? Wouldn't a new EA be required?

Ms. Rosser speaks:
So just to be clear, again, that would be a hypothetical situation that we're talking about.

Commissioner Tarkanian speaks:
Well it's not because Ms. Davidson just went through a list of things that, in our agreement, are less restrictive than what the EA assumed. So if that's the case, they're doing things more significantly than the EA had assumed when it was approved. So it's not hypothetically, it's happening and if it's happening, then aren't they in violation of the EPA by our agreement?

Ms. Rosser speaks:
And Mr. Chairman, with your permission, I'll respond to that as well. I think an important distinction is that there was language in the agreement that may have been broader than what was originally contemplated. So by way of example, if there was an assumption that operations would be eight hours a day or ten hours a day, depending on if it's at the mine or driving, the agreement provided a window that was larger than that, but did not necessarily contemplate that 100 percent of that window would be used. And so there are instances where the agreement might have accounted for broader windows that were originally contemplated. But that doesn't necessarily mean that those actions were taken or would have exceeded the scope of the original assessment. And just to be clear, I'm not making conclusions and no one is prepared, I don't think, to make conclusions today about whether or not something like that happened in practice. It's just conceptually, the documents don't necessarily conflict.

Commissioner Tarkanian speaks:
Ms. Rosser, I'm going to give you an example; the EA had a limit of so many trucks per day and then the agreement allows them to have almost twice as many during the busy months and they do less, non-busy months. How does having twice as many trucks during certain parts of the year fall under what the EA analyzed and was ultimately approved if it's much more significant during that time period? And another example is the blast team, they can blast and they have blasted by giving the County notice. And I always thought the blasting was something pretty significant. If the EA didn't assume that, then how do we give them the authority to do this if nothing was analyzed by these federal agencies to make sure this would be appropriate?

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Ms. Rosser speaks:
With respect to those two examples, I think perhaps blasting might be the easier one to start with, it's slightly more black and white. As you noted, the proposed action did not include blasting and so the agreement from the County's perspective was number one, first and foremost, you must comply with your permits, and with federal law, and all of those requirements and once you have done that, you can keep in mind that from the County's perspective, under the terms of the agreement, these are the circumstances under which blasting is allowed. And so the County does not have the ability, as you noted, to grant them permission beyond what they already have from the permitting agencies within the permitting agency's jurisdiction. And the County did not, but the County did in that instance say that they would be open to allowing beyond the scope of what was currently allowed if that came to pass in the future.

Commissioner Tarkanian speaks:
So Ms. Rosser, I wasn't going to ask any more questions, I was just going to move on but that last answer sort of, the County cannot provide more activity than what was allowed by the regulatory agencies. But the regulatory agencies approved this activity under the assumption there'd be no blasting and the County is allowing blasting. So it is allowing more significant activity than what was submitted to these agencies for approval.

Ms. Rosser speaks:
It may be that I'm not saying this in a way that's coming across clearly, I think. The point I'm trying to make, and if someone else wants to rephrase it in a way that comes across better, but the point I'm trying to make is the County didn't place a limitation beyond what the federal entities placed. The County said should you be allowed to do so, the County would not object to this. But the County doesn't have the authority or the ability to say you can violate your permits and do this. It's simply that it wouldn't be a violation of our agreement for you to do this.

Commissioner Tarkanian speaks:
Okay. Thank you very much, I appreciate the answers.

Ms. Davidson speaks:
Mr. Chairman?

Chairman Gardner speaks:
So I do have a question.

Ms. Davidson speaks:
Can I?

Chairman Gardner speaks:
Please.

Ms. Davidson speaks:
I don't want to move past this point on the record. I just want to make it very clear to my knowledge, no blasting has occurred at the mine. Thank you.

Chairman Gardner speaks:
Yes, if we're going to get into that. It was my understanding that they felt that down the road, down the road where they encountered an issue of not being able to provide customers with the contracted aggregate that they were looking to do without blasting to acquire that product, that's when they would come to us and tell us, here's where we are, we don't have the ability to deliver this product, we don't have the ability to get the product without blasting. And at that time, then that would, but that wasn't considered, as in

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conversations with them, it was my understanding that that was kind of far in the future. But not immediate need and so no, to my understanding, no blasting has occurred.

Commissioner Tarkanian speaks:
Okay, then I could be wrong. I thought that us Commissioners received notice that they were going to blast on one day. But if I'm wrong then then that's fine.

Chairman Gardner speaks:
No, the only thing that I know of Commissioner Tarkanian, is that they are allowed up to 12 Saturday operations per year with a 36 hour, is it 36 hour notice to the County. And in a year and a half that they've been in operation, they've exercised that opportunity once and that was to ensure that they had the product available to deliver to their customers on a Saturday. So that's my understanding of how that's operated. I had a different question though and so, let's go back to understanding why an EA is even required for an operation of this nature because I think that gets into this issue. It's my understanding that the whole reason for an environmental assessment is to identify possible health and safety concerns of the community, and to work to mitigate, and address those. And to the point of the BIA and BLM being able to look at that EA, and determine whether or not there is a significant impact to the residents and that's called a FONSI, a finding of no significant impact. And I believe that was accomplished through this EA process, am I correct on that, Ms. Rosser?

Ms. Rosser speaks:
Thank you, Mr. Chairman. That seems to be a good explanation of the process. An EA might be required for a very broad range of potential uses of land if there isn't what is considered a categorical exclusion, a type of activity that is just categorically ruled out of needing to have an environmental assessment. And so the EA would review whatever that proposed action is on the federal land. And for the purpose, as you said, of determining what level of impact of environmental impact that proposed action might have. And again, for people who haven't necessarily gone through EAs as frequently as in this case, we happen to have reviewed this one. The term environmental is a fairly broad term, it's not simply what you might think of as the natural environment but includes also impacts on humans.

Chairman Gardner speaks:
Okay. Any additional questions by the Commissioners? Commissioner Tarkanian, whenever you have a question, please feel free to jump in and ask it.

Commissioner Tarkanian speaks:
Thank you.

Commissioner Hales speaks:
I do not have questions, but I have a lot to say. You want that now or later? Okay, I'll jump in and share my thoughts on this complicated and difficult situation. From the beginning of my involvement as a County Commissioner, my hope and desire was to find some way forward that balances the interests of the people involved, understanding that the County had no control of whether there was a permit issued or not. Ultimately, after the EA was completed, it was not up to the County, it was up to the agencies. Nonetheless, the County has reason to want to protect the interests of its residents and keep their lives how they want them to be to the best that we can within our role. That said, there are also interests on the part of Knox and Knox's customers. And one of those is if the product from the mine is more readily available in the county, then housing costs are a little cheaper. Home improvements are cheaper, building residence by private people cheaper, commercial projects, government projects, all of this, all of these benefit from having product more readily available locally. So the goal and the hope was to try to find as best we can within the County's appropriate role, a way forward that protected all of these interests. Our work done to the best of our ability, but not perfectly because nobody is perfect and nobody had done this

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ever before. So we do our best every step of the way was to that end. But here we find ourselves in this situation where Knox is saying we violated the agreement. The County, to my understanding, did not and it's up to this Board to decide what to do next. So we have this situation that County Manager Davidson has just described. One point I want to make early is to say, and it's been said but I want to emphasize it, none of this current issue before us is based on violations by Knox. That's not why we are here, we are here because Knox says the agreement is terminated.

I don't think we have, we do not have evidence that there's been blasting. We don't have evidence that they're overusing water, we don't have evidence that the air has been impacted. All we know is there's dust, but does that mean that our agreement has been violated? We don't have evidence that it has been violated. There may be questions about operating at night, there may be a photo or two, but I can't get into the details of that. I just don't really know. But I wanted to emphasize we are not here because Knox violated, that's not why we're here, we're not saying they did. Another preliminary thing I wanted to address is it has been said that Knox voluntarily entered this agreement. Well, you know what, every single contract in the world, in the United States legal system, that is a contract, is entered into voluntarily. There's no such thing as an involuntary agreement. But there was good consideration given on the part of the County for this agreement. So it's not like Knox, just out of the goodness of their heart, entered into this agreement that doesn't really count, or that they had their fingers crossed behind their back. This is an enforceable agreement and there are conditions on which either party would be allowed to terminate the agreement and that is if there was a material breach and I do not believe the County has breached. That said, this situation with Knox saying the County did breach and saying that the contract is terminated has given us an opportunity to look at the broader picture here. Ever since the contract was entered into, it has felt a little bit like round hole, square peg or square hole, round whatever because we don't have the power and authority to put restrictions, implement restrictions that the agencies do. And so this may be an opportunity for the County to say, is there a way forward that is less of a round hole, square peg situation where we're trying to implement an agreement that we don't really have the power and authority to restrict a permit like the agencies do?

So looking at this, I want to give one example; cameras, we've installed cameras at some expense in numerous places to try and get a handle on how many trucks are going up and back. Because it is a legitimate concern of the County's to count the trucks, to know how many trucks and to implement the terms of the agreement. Well, those cameras have been shot out and now we're having to try and find out who shot those cameras out. And now we're trying to do the math to figure out and to accurately get from those cameras, the number of truck trips per day is an arduous, time consuming project that the agencies can just get from Knox. They can just say, we need to know how many there are, give us your data. They have that power, we don't have that power, that's why it's round hole, square peg. So there are advantages to pursuing confirmation from the agencies that they will actually require that the assurances made in the EA are followed. Now I want to pause here and say there's been a misperception in the media and in conversation that seems to think the County came up with these assumptions. They've been called assumptions, I don't think they're assumptions. The EA was prepared by Knox, submitted by Knox. I take that as assurances given by Knox to the agencies that this is how they're going to operate and to the public, by extension, this is how they're going to operate. So there could be advantages to having the agencies, BIA, BLM, and Nevada Department of Environmental Protection, having them incorporate these pieces that Knox itself put forward in the EA and having them monitor, implement, and enforce those pieces that Knox itself gave assurances of. And because I think there could be advantages in talking to the agencies, encouraging them and receiving or seeking confirmation from them that they will pursue that, I think that that's what we need to do. While also not giving up our right under the contract to say it was not violated and to seek enforcement of the contract. However, if the agencies will give adequate assurances, that's a much more efficient, and powerful, and effective way of moving forward towards the goal of balancing the interests appropriately in this situation.

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Chairman Gardner speaks:
Okay.

Commissioner Tarkanian speaks:
I just want to interject for a second. There's been a lot of discussion of violations by Knox, and pictures and videos shown by that. We haven't claimed that there's been a breach on Knox's part, but Knox has claimed there's been a breach on our part. If we don't acknowledge that this agreement is now void, we're going to have to go back to the same agreement with the same things that we gave them, which are much more broad and useful to Knox. And not useful for our residents than what was used in the EAs, which again, I don't believe Knox should be able to operate under the guidance of these federal agencies by using wrong assumptions. And when we say, the water one's a perfect example, it's a huge issue out in that area and we don't even know how much water they're using. We'll say, well, it falls under their permit. But the assumption was they were going to use so much water, if they were going to use more maybe the assumption would come back that this isn't a correct use for this type of project out there. We don't know that. At least they should have to go back and get a new EA and not continue working until they do. That's my thought.

Commissioner Hales speaks:
I don't understand what you just said. Just say it real simple, what are you working towards, what are you, what are you advocating for?

Commissioner Tarkanian speaks:
I don't think we can keep the contract in place. If we do, then we are bound by those terms which are far less restrictive and far more giving than what the assumptions were in the EA. I believe the County has the ability to pass some type of ordinance using the guidance of those EAs. The better solution is exactly what the County Manager suggested, let's get these federal agencies to enforce it. But we all know how slow those federal agencies are, we all know how long it will take before we can even get an answer from them. And we all know that this problem is going to continue if we don't. The quicker and easier solution is for the County to just enforce what the assumptions were when this project was approved in the EA.

Commissioner Hales speaks:
And how do we do that given we don't have any regulatory authority?

Commissioner Tarkanian speaks:
We have authority to regulate the use of our roads. Now I guess a blast you can't. We have authority to reg… well, maybe we don't with the water up there either, I don't know.

Commissioner Hales speaks:
We do not.

Commissioner Tarkanian speaks:
We certainly have with some with the use of the roads, we may not in some of the other areas. But to continue to allow the agreement to move forward where they're using as much water as they want without it even being known or disclosed, what are the federal agencies doing? I know Ms. Davidson has been all over them asking questions and trying to get them to answer stuff. But every time we do that, they come back and give an excuse of why Knox isn't violating it, such as the dust control. There has to be, when you're affecting the residents in our county like they are with respect to the over usage of water, over using of these roads. Another thing is when we talk about having to repair these roads, there's a big difference between the amount of use that they're using during the peak hours than other hours. But we're not getting any more compensation from it. Okay listen, I'm…

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Commissioner Hales speaks:
Commissioner Tarkanian.

Commissioner Tarkanian speaks:
…probably talking in circles and I apologize. I'm sorry, go ahead.

Commissioner Hales speaks:
I see no downside in keeping the development agreement while we, or the agreement in place while we work with the agencies.

Chairman Gardner speaks:
Okay. So I want to go back to why we're here even to begin with today. And that was illustrated on one of the very first slides right here. Is that we got a notice of default from Knox Excavating on June 22nd indicating that they felt like there was a breach of the agreement and default because of our ordinance that was created on June 4, 2026. In that notice of default, that 30 day notice of default, they made one specific request; I say it was a request, it was more of a demand. But it was a request to have this Board repeal that Ordinance 2026-1668 within 30 days. And so to that, I didn't believe that we had in any way through that ordinance defaulted on our agreement with Knox that was created in October of '24. So I took the opportunity to call the principles that are here today and set up a meeting to go out and visit with them on their property to talk about that notice of default. At that time, I expressed that even if there was any flavor from this Board to take a look at a possible repeal of that ordinance, that certainly could not be accomplished within 30 days. And I also made it very clear to both Jon Maxwell, Jim and Kim Robinson, the owners of Knox, that I personally did not agree with their findings that we were in default. And so I expressed disappointment that we even got the notice of default. And then I've had subsequent personal communications, it was extremely disappointed when we got the second notice, or the notice of termination on July 29th.

When we passed the ordinance on October, no, when we passed the ordinance on June 4th of 2026, I was very clear when I went on the record that it was my understanding that the two ordinances, the one regarding truck traffic, eliminating truck traffic on East Valley and the reduction of speed limits on East Valley was not targeted at any particular business. Nor did it, and I was very clear about this, it did not restrict our residents or our businesses in East Valley from getting goods and services from any business, whether that's Knox or anybody else. Our residents have a right when they buy a piece of property and build on that property to get the necessary materials to build their home and whatever that is. It's not being air flighted in folks, it's being trucked in. And then after they build their home, just as I didn't build my home, but I bought a new home a couple years ago, I get almost a daily delivery from Amazon, as a lot of us do. And I wanted to make sure that our residents still had the ability to acquire those goods and I was very clear about that. I don't think our residents should assume that there were any assurances that there would be no trucks on East Valley because those trucking companies, and those residents, and those businesses have a right to get that delivery. That's also true of residents and businesses, including Douglas County, to get goods and services on Buckeye. It's not a truck route, but that doesn't mean that trucks can't access that to deliver product. I don't think we made any assurances to the residents in that ordinance that we were not going to allow trucks to use that to deliver goods and services to our residents, including Knox.

So that's why when I met with them, I was very clear on that. It doesn't just affect them, it affects everybody. And so that's why we're here is they have a difference of opinion with us as to whether or not they're restricted from making those deliveries. And I don't agree with their assessment, we've talked about that in a friendly manner, which has been appreciated on my part. And I think they have appreciated my outreach to them as well in that regard. So I'm disappointed we're here today, honestly, to address this issue, but we have received a notice of termination received on July 29th and that's exactly why this agenda

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item is here. And before the agenda item actually got published on our agenda on our notice to the public last Friday, being the Chair, I know the bare bones of the agendas, I work to build the bare bones. We didn't have any flesh on those, but I did make sure that I made that courtesy call out to Knox to let them know that this item was going to be heard here today for transparency standpoint for our residents. Where we go from here is up to this Board. Once again, I'm disappointed we're here, but we are here and so we have to address how we want to go forward. Once again, I will say on the record that I don't agree with their finding that we are in default. I don't think we've restricted their ability to do business. But where we go with the agreement, I look at the agreement and I look at the EA and I would agree with Commissioner Tarkanian's understanding is that perhaps the agreement allows a little bit more latitude than what's in the EA. I've come to that conclusion. I don't know the resolution of that, but I would hope that should this termination of agreement, I would hope that Knox would continue to operate within the guidelines of the EA and perhaps even the understanding that we have in the agreement. But we'll see where the rest of the Board wants to go with this.

Vice Chairman Tolbert speaks:
My turn? All right, no, you didn't preempt it at all. I think it's important for everybody to let their current opinions be heard so that when we go into Public Comment, then the public can address the issues that we're having. So from my personal interpretation, we keep referencing the EA, the EA, the EA, but I think we need to remember what an EA is. It's an estimation and an assumption of what a business is going to do and how they're going to operate. And it's basically a proposed model. And I'm not sure that I could hang my hat saying that everything that's listed specifically in the EA is contractually binding to the business as they develop their operation in reality. So it's what actually restricts them is what's in the FONSI of when the permit was issued. So I think we keep referring to the EA, but to me it's more about what were the conditions of the permit or what is enforceable. I don't feel like we could keep running back and say, well, you said this and this and you said exactly this many trucks. Well, that was an assumption on what their business was going to do, in my opinion, and understanding. Not to say that they were specifically setting a limit so that when we came back into the County's agreement, that's when we started to set some of these, okay yeah, we agree that this is where our limitations will be. That was done after the FONSI, that was done after the permit was issued. So this was two people that came together came to this agreement, so that to me, that's where I see that. So every time we keep going, well, the EA says you were going to do this, the EA says, well, yeah, that was a model. That was an assumption, that was what we based our whole plan on. Not a line by line check mark item that you're going to be able to say, this is exactly what you did. So I feel like that's maybe taken a little bit far as far as that goes.

The other thing is, I also agree that when we have brought things forward from the public to Knox that they have responded. So I agree that I don't think that we feel Knox is in breach. I would also say that for me personally, in my decisions of the previous ones, it was not my intention to restrict Knox's operations, there were other considerations. The way I interpreted the contract, I felt like we were not doing that. When I spoke with them and they explained their interpretation of the contract, I saw their point of view. So their point of view is just as valid as anybody else's. So that also made sense to me, but I still believe that our intention with that was not to impede them. And in fact, what brought that up to me even as much or more than the trucks traffic being on there was the expansion of the commercial properties out on Sawmill where there were trucks coming up Johnson Lane and using East Valley and Fremont to get to Sawmill. So that was the bigger, that was the eye opener is like, look, we all use Google or whatever, and it maps the best way for you to get there, which it thinks is the fastest or most efficient. So now trucks are being able to use that, recognizing it. So that was as big of an impact. So it wasn't just the Knox operation; in fact, it was actually trucks coming east up Johnson Lane and turning right onto Fremont. They even took out the pole, right, we had issues with that. So that's where my perspective was on why that was valid and not in breach. Now you can argue that, whatever. So that all said, my question is what are the options, what are you asking us to say? Is it to say yes, agree that it's terminated and that's what we're doing or no, we don't agree that it's terminated and if that's what we say, then what, what's the

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process look like from there? Because I think that's important, if we're going to enter into whatever litigation to keep it enforced, what does it look like and what are those impacts? Because quite frankly, we've mentioned all the expense that we've gone through, to what end and where are we now? And is it an equitable use of County funds to continue to pursue this? So that's kind of where my questions are.

Chairman Gardner speaks:
When we go back to that slide, it talks about where we are.

Ms. Davidson speaks:
Mr. Chairman, if I may? In response to the Vice Chairman's question, I'm not meaning for this to sound like a cop out, but ultimately, I think this is the Board's decision what direction you go with this. I think it is completely valid for this Board to consider, in addition to a formal response, a response is warranted to this notice of termination. We absolutely need to respond. It'll be up to this Board whether or not you want to send a message that you consider this agreement in place or not, that's up to you. I do concur with Commissioner Hales' statements that this agreement has been a logistical nightmare to, I don't want to say enforce in meaningful ways because that implies that Knox has not been in compliance with the agreement. Which I agree with the statements made on the record today, we have not found that, nor have we found or has the federal agencies found that Knox is not complying in any way with the requirements of their permit. But I do think it's appropriate for us to notify these federal agencies of what has occurred and for the federal agencies to understand the potential impact of not having this agreement in place. Because in at least one of their permits, there is a reference to this agreement in compliance with this agreement. So I do believe the federal agencies, at least one, expects that these conditions exist and that there is a commitment to abide by the agreement terms. Without that, the mine operator has indicated the only requirements that are in place governing their operations moving forward are those outlined in the specific permits issued by these agencies.

So I think it is very important that the federal agencies be made aware. Beyond creating this awareness, it's up to the Board how strongly, not strongly, let me reword this, what you ask us to do in addition to creating this awareness. I do think that the agencies will take this into consideration. I am aware of residents reaching out directly to at least NDEP, and they have stated in a response back to the residents that they are aware and they are taking it into consideration. This has been one of the most complex and challenging matters of importance that I have encountered as a County Manager. We heard very strongly from our residents their concerns regarding the mining operations. And in many ways, they feel that the assurances that were made during, I don't want to say to them the assurances made in the document during the EA process, let me start that sentence over again. The assumptions made in the EA document the residents have stated very strongly that they feel that those are assurances that the mining operator made to the public as part of the EA process. And if those assumptions had been different, the outcome of that EA process may have been different and there may have been others than just the County who appealed that EA. If those assumptions are not followed moving forward, there are additional steps that may need to happen with regard to considering the EA moving forward. But there would have to be real demonstrated impacts on humans and the environment in order for that to occur. I can tell you that the mine operator has indicated that they will operate in conformance with the representations they have made to date. So I don't know that that directly answers your question, but this is why you're in the hot seat, sir.

Vice Chairman Tolbert speaks:
No. So say we respond that we disagree with their interpretation, then what? They say that as of whatever the date was, that it's terminated or they're noticing us, so is the contract in place today awaiting our response? And if we say that we don't agree and that's our response back to them, then what happens? That's I guess where I'm headed because I don't understand that.

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Chairman Gardner speaks:
As I understand it, when we got the original notice of termination, or a notice of default, we did respond legally. Our legal team did respond and indicate to Knox that we were in disagreement with their interpretation and that we were not making the assumption that we were in default. We did make that response already. Now since that time, we have gotten the notice of termination. So those are two actions, well that action took place between those two actions.

Ms. Davidson speaks:
That is correct, Mr. Chairman. So that is still, regardless of anything else that you do today, a response to that notice of termination is recommended and 100 percent appropriate. We cannot just let that stand, so thank you for clarifying that. I would look to Ms. Rosser to see if she has anything else she wanted to add in response to the Vice Chairman's points.

Ms. Rosser speaks:
Thank you. First of all, I think the Vice Chairman's summary of the purpose of the EA and the EA process was a very good one, and so that that was a good piece to have in consideration. In terms of the question of what would be helpful to us and what happens next, depending on what route the Board were to take, at this point, the concept that we've talked about is whether to respond to this letter to say what aspect do we disagree with? Do we disagree with their assessment that it's terminated? And I think I've heard from several members that there is a disagreement on whether there was a breach in the first place and whether the agreement automatically terminated. If the Board were to say today that it believes the agreement is terminated, that would obviously be a different letter than the one that would say we believe the agreement is still in place. Or if the Board were to say we don't agree that it's terminated, but we don't object to Knox's position. But as Ms. Davidson said, that decision is really at this point up to the Board if the Board wanted to make that call today to say that they don't object to that. In terms of what happens moving forward, I don't believe at this point that the County has any reason to say that Knox is not in breach of the agreement, whether it exists or not. And so until something were to happen that the County might find was a breach, there's really nothing for the County to do on that regard. I don't know if that's helpful, again, the big part of this decision is really up to the Board.

Commissioner Hales speaks:
If I may?

Chairman Gardner speaks:
The buck always stops here, Carey. But fortunately I share it with the four others, so I only have 20 percent of that.

Commissioner Hales speaks:
A few things. First, I was going to strongly articulate the position that County Manager Davidson has stated and that is, if the points in the EA were just theoretical ideas, then what the heck is a FONSI based on? They were assurances, representations and maybe they don't have to be adhered to exactly, but if they deviate very much then the FONSI is worthless.

Vice Chairman Tolbert speaks:
I agree with you.

Commissioner Hales speaks:
Okay, good.

Vice Chairman Tolbert speaks:
I was just saying if you try to use it as a checklist.

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Commissioner Hales speaks:
Right. But as a look, they represented that they're going to operate like this and…

Commissioner Tarkanian speaks:
Commissioner Hales.

Commissioner Hales speaks:
…ten percent or something, so yeah.

Commissioner Tarkanian speaks:
In the five years we've been on the Board together, I've never agreed with you more.

Commissioner Hales speaks:
Never agreed with me more? Oh, happy to hear that, Commissioner Tarkanian. My second thing is I wanted to state on the record why I think there's no breach. So Knox is saying we breached because we passed an ordinance that restricts trucks on East Valley. And they based that on the language that says operator must not use East Valley Road, that is, Knox must not use East Valley Road to carry materials south from the mine site, except for local deliveries within the county. So they're saying by us saying restricting trucks on East Valley that we're violating that particular agreement; however, the rest of that very provision says, referring to the operator, must request that operator's customers also avoid using East Valley Road. So they themselves agreed they would avoid using East Valley Road and would tell their customers to do the same. Consistent with that is a provision on page two that says operator desires to work collaboratively with the County to minimize the potential impacts of the operators and its customer's use of Johnson Lane as the primary haul route to the mine site. So they agreed Johnson Lane is the primary haul route to the mine site. So the only areas of the county where this would even be impactful is if the trucks were required to go out and around, and then back over to like Fish Springs or some area where they could actually cut off a little bit of mileage if they went straight down East Valley Road. That is a small fraction of the deliveries and that impact, I don't believe, is material. And in fact, I don't even think there's a breach at all regardless of how material that impact is because of those two more weighty phrases in the agreement. And so for that reason, then I want to talk about going forward, I think there are a couple of options. What I would like to see us do is respond saying we do not believe we're in breach, and we're going to monitor and adjust to this situation as we move forward. And then we reach out as proposed to the agencies, let them know what has happened, encourage them to monitor, implement, and enforce provisions that are similar to the ones that were provided by Knox itself in the EA. Maybe not exact, but somewhere along those lines that gives authenticity and integrity to the FONSI that they themselves issued.

Chairman Gardner speaks:
Okay.

Commissioner Hales speaks:
If we do that and the agreement limps along or continues in existence, I think we have two options. We could go to court and seek a court order that there was no breach and the agreement is still operating. If we're not satisfied with the agencies taking over here, then we could go to court proactively and seek some sort of judgment. Or we could wait till they breach, and then we go to court and say they breached this contract that's still in existence and take it from there. That's how I see the options going forward, but I don't want to decide on those.

Chairman Gardner speaks:
Okay. And so I'll state where I kind of feel now. Obviously, I know we have to go to Public Comment and so I was going to state based on Public Comment that persuades me otherwise, here is where I am.

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And I've stated this, Kim, and Jim, and Jon know that this is how I feel and I not haven't swayed from that, is that I still don't agree with their findings and I don't believe that we have defaulted on the agreement. To their point, they say otherwise and so they've issued a notice of termination. Therefore, quite frankly as I see it, really the only benefit that I see in our agreement versus what is stated and the conditions that are stated in the environmental assessment are really the renumeration for repairs and maintenance of roads, which have been to date very insignificant, could barely pave a pothole. So I don't really know that our trying to litigate the aspects that are in the agreement are beneficial to us financially. We would expend a lot more funds than we would gain, so I'm not interested in litigating. I do think we have a responsibility because the agreement is identified in the permitting process, I think we have a responsibility to send a letter to Knox saying we do not we still do not agree with your determination of default and we have received your letter of termination and so be it. But I also then feel that we should notify the authorizing agencies of that notice of termination and ask them to enforce the stated conditions of the EA, which we really don't have the ability to do in my mind. And so I think that's kind of where I am unless members of the public can sway me otherwise. We owe it to them to say we don't agree, but we've got your letter of termination. But we also have a responsibility to the governing authorizing agencies to notify them that we received this notice of termination; therefore, they need to operate by the conditions and assumptions that they posed in the EA and leave it at that. And so by that whole action, what we do is lose the renumeration for repair and maintenance of Johnson Lane, which is insignificant in my mind already. So Commissioner Tarkanian, did you want to weigh in before we went to Public Comment?

Commissioner Tarkanian speaks:
Nope, I'm good. Thank you.

Chairman Gardner speaks:
So I think that's where we are unless we have other questions for the County Manager. So let's open this for Public Comment, listen to Public Comment, and then we'll bring it back to the Board and figure out where we are. Is there any Public Comment on Item 16.1?

PUBLIC COMMENT

Peter Mileo speaks:
I live off of Fremont. I have a question before I get into agreeing that we're not, you guys are not in breach, the County is not in breach. But when this agreement was first signed, I seem to remember there was a talk about Knox wanting you to sign the agreement and not go through with an environmental, some type of environmental study that the County was talking about. Is that, am I remembering wrong?

Chairman Gardner speaks:
We will address that question after Public Comment.

Mr. Mileo speaks:
No, I want to, my point is that I'm just asking a question. Yes or no?

Chairman Gardner speaks:
This is not a period of question and answer, that's what I'm trying to address with you.

Mr. Mileo speaks:
All right. Well, I'd like you to address that because if that's the point and that's one of the stipulations that they wanted us sign it or County signing it, I would say, you know, go ahead and cancel it and we'll do a study. I think they're more afraid of that, I would think they'd be more afraid of that because there's always a chance that it'll go against what the original EA that they paid for came up with anyway. Thank you.

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Chairman Gardner speaks:
Thank you. We will address that after Public Comment. Thank you.

Jim Robinson, Knox Excavating Inc. Owner, speaks:
I'm one of the owners of Knox Excavating. I'm here today to talk about how we arrived at the current state of our agreement with Douglas County. When we entered into this agreement in 2024, we understood that both parties would operate in good faith. From the beginning of our operation, we made every effort to uphold and follow our end of the agreement. For example, we voluntarily imposed a ban on our employees from using personal vehicles on Sunrise Pass Road, even though it's a public street. When the County brought forth dust complaints from residents regarding the access road, we increased our watering intervals, even though we are already in complete compliance with NDEP. When the complaints continued, we went even further, we invested over $500,000 to improve the access road. That investment not only addressed the dust concerns related to our haul route, but also improved the road that benefits the entire community by providing smooth access to Sunrise Pass. Unfortunately, we believe Douglas County has taken a very different approach. The County has repeatedly sent letters to NDEP, BLM, and BIA making accusations that we are violating the conditions of our operating permits. Each time the appropriate permitting agencies responded that we are operating within the allowable limits of our permits and lease, zero violations have been issued with multiple extra inspections performed due to the accusations in the letters. The County began sending these letters in March of 2025, with the most recent letter being sent on March 26, 2026. What concerns us most with the County's most recent letter, it relied heavily on complaints made by Johnson Lane residents, not actual facts and findings. We were not included in the email correspondence surrounding these complaints, but yet Protect Johnson Lane, LLC was. Protect Johnson Lane, LLC is an organization formed by residents with a stated purpose of shutting down our operation. How can it be appropriate to correspond with them and not bring the concerns to us first? In our view, these actions are not consistent with the party acting in good faith under an existing agreement. Then, on June 4th of this year, the Board enacted Ordinance 2026-1668 prohibiting trucks from traveling on Fremont, East Valley, and Sunrise Pass. Those roads were expressly authorized in our agreement for local deliveries within the County and for our emergency access. That well choreographed adoption of the ordinance was very obvious. The same people have complained about Knox truck traffic on Johnson Lane and Fremont at every BoCC meeting for the past five years spoke at that meeting and never mentioned our name once. Why all of a sudden is a truck traffic about Tesla and a few random road trucks when it's been about us exclusively for the past five years in here? All over social media the same people were asking the public to come to that meeting in support of the ordinance to interfere with the mine's haul route. That ordinance was obviously directed at us and it, in the words of my business partner Jon, yet again, we are the County's political football. I would also like to point out what happened before the ordinance was adopted. In March, prior to Ordinance 2026-1668, we accepted a meeting with Mark and Sharla. During that meeting, the County requested that we amend our agreement to allow for the restrictions that were ultimately proposed and adopted through the ordinance. That is significant because they met with us and that demonstrates that they had previous knowledge that the proposed ordinance was a breach of the agreement.

Chairman Gardner speaks:
So Jim, I'm just interrupting you for a second here because I believe they, Knox, should have more time because we probably should have from them before we went into Public Comment. So I'm going to go ahead and allow this to…

Commissioner Hales speaks:
So just to clarify, they get additional time because they're an involved party in this agenda item, not just a member of the public?

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Mr. Robinson speaks:
Thank you.

Chairman Gardner speaks:
So I'm…

Mr. Robinson speaks:
I'm almost done.

Chairman Gardner speaks:
…sorry to interrupt, I just wanted to make sure that…

Mr. Robinson speaks:
So anyways, that is significant because it demonstrates the County was well aware that the proposed ordinance would breach the agreement. At that point, we could not agree to amend the contract while simultaneously dealing with multiple damaging letters the County had sent to our governing agencies making allegations about our compliance. Allegations that those agencies had determined were unfounded. We have made significant investments and voluntary changes to be a good neighbor and operate in good faith. All we were asking for was the same. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Robinson.

Denise Gosé speaks:
I understand that this meeting is about the notice of termination, but it does bring up so many questions. I think that we're all pretty aware that in the current environment, we can notify the federal agencies, you can notify the federal agencies until you're blue in the face and they are going to support the mining interests, most likely at the expense of human beings who live in the area. Therefore, it falls to the Board, to the County Commissioners to do whatever they can to protect the residents' quality of life and health. That being said, I just want to mention a few things. One is that, questions, there's a gigantic difference between a FedEx truck and a double or truck going down the roads. And if you think that there's no damage to East Valley Road and Johnson Lane, you don't drive on them. It will fall to the County to rebuild those roads. Why can't the County restrict massively heavy truck traffic on, especially East Valley, which is a road that was not built to handle that? And you probably have answers to all these questions, but there's no forum to ask them and get them answered. Why can't the County at least ensure that the mine is complying with water rights? Water rights are straightforward, you have X amount of acre feet. How do we even know if they're using a tenth or five times as much as they're allowed to use? Maybe that's not within the County's purview, I don't know because there's no forum to ask a question and actually get it answered. Why was Knox given more in the contract than actually would have been required by the EA? More numbers of trips, blasting, which wasn't even apparently an issue until it ended up being put into the contract. I understand you didn't give them permission, but it's like, just in case you want to blast later, we can do that, we can manage it. To be honest, with all these questions and the fact that there's no forum to ask them, it makes you, it makes the Board look shady. So once again, I, and I think all of your constituents would extremely appreciate some kind of an open public forum in a respectful setting. Call it a town hall if you like where we can actually ask some of these questions and hear your answers. I'm sure you have answers. Thank you.

Chairman Gardner speaks:
Thank you.

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Jon Maxwell, Knox Excavating Inc. Owner, speaks:
The other owner of Knox Excavating. Jim touched on the good faith aspect of any contract, it's a very important part. You don't go into an agreement with anybody expecting them to work angles to restrict and harm your business, while coordinating with an LLC that was formed solely for that purpose. Which touches tort laws and all those other ideas. But I'm happy to see that this letter that was originally supposed to be decided on was pulled, it looks like. But I still want to bring this up because this is really important. It's not just important for Knox, it's important for the business community in this county. You guys should be fostering growth and business investment and development in our community and what Jim had outlined very briefly is the opposite of that. This letter that was proposed in the beginning to be sent to the BLM, BIA, and NDEP is, to be kind, is not factually accurate. It's misleading on every single paragraph and I'm going to enter it into the record so everybody can read. And I'm, secondly, I'm glad it's not in here anymore because all my notes are so fine it would take me too long to read them. But in general, this letter continually reasserts that the FONSI was leaning on our agreement. That's not true, one became, came before the other, that's hard to be a mistake. There's a lot of assertions in here that are just blatantly false. And I understand the reason, well I think I do, but it's still not appropriate. And I expect more out of our managers and especially the Board. We can't be putting false statements on County letterhead signed by County officials and sent to governing agencies. For whatever purpose is behind these falsities, whether it's not quite understanding the situation or it's blatant, either one is unacceptable in my opinion. And again, back to the larger picture here, we cannot, this has been an ongoing cycle of six years of the County attacking a local business that was formed here, grew here, and is an integral part of this community. We through our operation, put millions of dollars into this community every year. We spend in donations and supporting this local community and every turn we help to rebuild the baseball fields. We've given money to every outfit that comes through our door to provide family friendly activities throughout the county, including the ones we just had this last weekend. So to have six years of our name being dragged through the mud for, you know, like this gentleman over here that smirks and laughs about that. But I'm curious of what you've ever built of any consequence and had your name dragged through the mud. So for those reasons, I would just ask you guys really look at this and ask Jenifer to show where these things are. And I'm not, this isn't personal, Jenifer, this is just, this is not a good look for the community, we got to stop this. And the other thing I'd like to clear up is there's this assumption, or everybody's talking like we're not regulated out there, we have three federal agencies and two state agencies that are continually crawling all over us that are always looking at safety emissions. Everything we're doing out there is regulated. For the blasting we can't just go dynamite a mountainside without getting permits, it probably takes 18 months or more to show the need for it. Will we ever need it? I very much doubt it, right, but if we run into bedrock on that hill. To Commissioner Gardner's point, we need to be able to process that material. And it doesn't mean that we do it without any lawful permits, it means we then begin the process of getting those permits. And then we work with the County and notify them of the times and dates that we would be blasting. So again, this isn't a free for all out there. And then the NDEP, it was stated earlier, their requirement or their reference to our agreement was for the haul road. That haul road is practically paved right now, so that's not even a dust concern. So to hang your hat on that one thing when that's not even a point anymore. That road is, as Jim said, we've invested recently about $500,000, from end to end, roughly $1 million has been put into that road to address concerns and to mitigate the dust. And it's in just as good shape as East Valley and Johnson Lane right now and we'll continue to keep it up. That's about it. I'm going to give these to who? To you? Yes. So the other thing I want to put on the record is just the timeline, right, this is six years of this never ending. Here we are. And Commissioner, Chairman Gardner, I agree with you, I'm disappointed we're here too, right? So I'm disappointed we're here as well, right, we had an agreement many years ago, that one went the same way this one's going. And it's disappointing. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Maxwell.

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Charles Heffernan speaks:
Johnson Lane. There's been enough discussion about whether we, whether you guys are going to reply to the agencies, reply to Knox, etcetera. So I'm not really here to address that, but I am here to address the question of the question of the, that's going on. Mr. Maxwell said, talked about the, that they're operating within the confines of the EA. Well, that's not entirely true. I mean, there have been other instances, but here's a big one; there's no question that they're taking rocks and dirt from off site projects and asphalt concrete into the mine area. All you have to do, don't take my word, go out to the site, see the piles that are there that have been brought in. Look at their own material sheet, their own material sheet right off of their website. Material they're taking in is concrete and asphalt. They're paying $12 a ton to get rid of that stuff, that means the truckers that are bringing it in. Dirt and rock dig out, $5 a ton, those people have to pay Knox to bring that in. And then under the aggregate products that may come out of that are recycled type two base, that's the product that would come out of that operation. Now that operation was not reviewed as part of the EA, there's no mention in their description of their operations that was the basis of the EA. And I disagree with some statements that were made earlier that the EA is just, is a document that you don't have to follow to the letter. There are numbers and there are words in that document that they relied on to get their entitlement. And that the public relied on in the assessment that was done by the agencies and by you, everybody got to see it. And those numbers and those words in that document should be followed. Period. It's not just a wish list, it's not just something that's fluid, okay. So I would ask that you include those facts. And it's also in your own, the things that they're providing you, the list of all the things that they're being brought into the mine that they're being paid for. You guys get a percentage of that under the agreement, or were getting it. So I would request that all those things be included in the documentation that you're going to these agencies with and end up with because this is the perfect time. They're not following the EA and so you're going to have this in those documents that go to those agencies. In respect to the water, they're not buying, they're not pumping water anymore. They're buying water out of a fire hydrant. There's potable water out of the city system, the County system and they're buying it from a fire hydrant down in the industrial center because I see the water trucks going back and forth all day, a lot of them. And you probably pull their water meter and tell exactly how much they're using. Thank you.

Jim Jackson speaks:
You need to be stronger, some of the responses that I've heard out of you are pretty weak. Why do you think Knox picked the location that they did on BIA land? To put you in the position you're in now, to where you have no say over what goes on at that location. You have no say on what goes on between that location across the BLM to the top of Johnson Lane. We all know that, we sympathize with you because you can't do much about that. Complain to the federal government, that might take forever, you might get lucky and get a response. Never have we said that our goal is to put them out of business, it's not one of our goals. We know we can't do that. Would we prefer that a quarry not be in this area? Yeah, we would but that's not our goal. Our goal is to protect our property values, protect our health, and protect the safety of all the residents in our area, those things are at danger. As far as can we not make any laws in this county without having somebody say you can't do that because it obstructs our ability to drive somewhere and save some money when there are other ways of getting there? That's what you're going to do. Any business then will come in and say, Johnson County or Douglas County is an easy touch, we can do whatever we darn well please. Well, that's not the way most government entities work with businesses. Businesses are welcome, but they do have to follow some rules, they do have to pay attention to what the citizens of that area want and don't want. And since it's up to you folks to be listening to us, and all the pictures, and all the evidence. You say there's no evidence of anything, there's lots of it, all you got to do is look at it and stuff. All we want is to reduce the traffic on that road. Not just their trucks, but all trucks, trash trucks, semis, 18 wheelers that are using it as a shortcut because it's not safe. That road wasn't ever built for it and it needs to be limited, that's what we're asking you to do. So stand your ground, don't give in. Be fair, but also remember the residents of this Valley are your primary responsibility. Thank you.

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Chairman Gardner speaks:
Thank you. Additional Public Comment? Okay then, I'm going to close Public Comment, bring it back to the Board. There was several questions that were raised by the public that hopefully we might be able to answer some of those. I do know that Mr. Maxwell did make an observation that the FONSI was before the agreement, and we acknowledge that. The FONSI and the EA were both before the agreement was put into place. So we recognize that, so our…

Ms. Davidson speaks:
Mr. Chairman, can I?

Chairman Gardner speaks:
…timeline is wrong on that and we need to, we'll correct that.

Ms. Davidson speaks:
You're not wrong, sir and I appreciate you clarifying that point. I'd like to speak to that point because first, I want to clarify for the record that the draft letter that Mr. Maxwell referenced under Public Comment is part of the Board packet today. It has not been removed from the record, it is in front of you for consideration. The Board can look at editing or changing that letter in any way. He is correct and I think this actually goes to answer a question that another resident had regarding some sort of environmental study or analysis that we potentially gave up here in exchange. And so I just want to lay out this timeline a little bit better.

Chairman Gardner speaks:
That's fine because I wrote that down as a question I was going to ask you anyways.

Ms. Davidson speaks:
Sure. So the environmental analysis, as you are aware, the environmental assessment was completed and was open for a period of Public Comment for 30 days. This organization participated as a cooperating agency in that process and provided feedback on the draft document throughout. And then it was published for Public Comment, we provided comment through that. It then closed and then a finding of no significant impact, or FONSI, as we referenced during this public hearing was subsequently made. After that finding was made, this County had a public hearing about whether or not to take any additional steps and this Board directed the County Manager to appeal that FONSI, which we did. We also discussed the possibility of taking steps to restrict truck traffic on Johnson Lane. Ultimately, as a result of that public hearing, this Board chose to take no action to restrict trucks and to enter into, at the request of the mine operator, negotiations regarding the terms of the agreement. By entering into that agreement, this County and the consideration we gave was that we would withdraw our appeal of the finding of no significant impact. So I do believe that is the reference to the study that the resident was asking about that the County potentially gave up rights to do in exchange for this agreement. It is…

Chairman Gardner speaks:
Can I, before we go, I know this gentleman had brought that up. I can't remember his name, but did you understand that process? So we did have, there was an appeal, the appeal period is over, long over.

An interruption from the audience was heard.

Unknown audience member speaks:
The County can go forward with the assessment.

Chairman Gardner speaks:
No.

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Ms. Davidson speaks:
No.

Chairman Gardner speaks:
I'm sorry, but our appeal period has expired, as I understand it.

Ms. Davidson speaks:
Okay, I worked in consultation with legal counsel to draft the language in the letter for your consideration today. I appreciate Mr. Maxwell's comment, I do not agree with his interpretation. I did not mean in any way to imply that the federal agents relied on the terms of the agreement to make the FONSI, the finding of no significant impact. I'm reading that section of the letter, I can understand why he read it that way, that is not at all my intent. And if the Board chooses to move forward with any version of this letter, I will make sure that it is clear that what actually occurred is to enter into the agreement. The consideration the County gave was to withdraw our appeal in exchange to Knox complying with, for Knox complying with the terms of the agreement that we negotiated. Subsequently, we believe that the agencies, when issuing their permits, which occurred after the FONSI, and after the agreement, and after our appeal was withdrawn, that to a certain extent, those federal agencies relied on the negotiated terms of our agreement with the mine operator. I say this because they have said as much to us and in fact, at least one of their permits now references our agreement. It incorporates by reference the terms of our agreement into the conditions of their permit. That was my only intent for that section, I appreciate the opportunity to clarify that on the record.

Chairman Gardner speaks:
Okay. With that being said, I had a question that slipped through my mind, but I'll try to bring it back up. There was a question regarding water rights, can we address that?

Ms. Davidson speaks:
Thank you, Mr. Chairman, I will be super brief on this. As you are aware, we are a Dillon's Rule state. We have certain authorities that have been granted to us by the State Legislature, we are not the regulatory agency for water rights. The State does that and we cannot take any action to regulate water or the use of water rights.

Chairman Gardner speaks:
A member of the public indicated that this site was chosen for a specific purpose because it was on BIA land. Can you address our mining ordinance?

Ms. Davidson speaks:
Thank you, Mr. Chairman, I appreciate the question.

An interruption from Zoom was heard.

Chairman Gardner speaks:
Commissioner Tarkanian, can you mute yourself, please? Thank you.

Ms. Davidson speaks:
Okay. So approximately in 2015, 2016, the County Commission adopted an ordinance changing the land use designations where individuals may through a permit conduct mining operations in the county, significantly limiting those locations across the county to a couple of very specific land use designations. I believe it was industrial, forest and range, and maybe to a certain extent, agriculture. So that is perhaps one of the reasons that played into why the mine operator chose this location, but that's pure speculation

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on our part. I'm sure they had very legitimate reasons for choosing that location other than just our mining ordinance.

Chairman Gardner speaks:
I know the other thing I wanted to state is that we executed this agreement in October; however, the EA and the findings of no significant impact came to us I believe in September of '24, if I'm not mistaken, August or September '24 in advance of us determining this agreement. If members of the public want to go back and look at the record when we did that, and when we executed this agreement in October of 2024. I went on the record and asked the question, and I was assured that there was nothing in the agreement that precluded our residents from continuing to appeal the EA and object to the EA. I want to make sure there was nothing in the agreement. It stated that we, the County would not appeal, but that didn't preclude the residents from going forward with an appeal. And so I want to reiterate that that statement that I made back then that we are not the authorizing agency of this, we're not the enforcement body of this operation. But what we tried to do is enter into this agreement to the benefit of and the health and safety of our residents in the Johnson Lane area recognizing their concerns. So whether or not that worked for us or not is still a subject we get disagreements on that on a daily basis almost. So I thought it was good at the time, but perhaps it wasn't.

Commissioner Hales speaks:
Another member of the public asked could there be a forum to get questions answered? Would you address the best way for members of the public to get questions answered, Ms. Davidson?

Ms. Davidson speaks:
Thank you, Commissioner Hales, for your question. The County has established a webpage on our website including a designated email address which I do not remember off the top of my head. Our Assistant County Manager is going to go ahead and grab that for us so we can state that in the record. They can submit their questions to that designated email address and we will respond. I'm also happy to have conversations with any members of the public regarding specific questions that they may have. I can tell you this is the number one topic I get phone calls, emails, and requests for meetings in my office consistently about.

Chairman Gardner speaks:
Please.

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Thank you. Just to be clear, the permit is issued through the Bureau of Indian Affairs, the mine permit is issued by them and release applications are processed through them. And I believe this is a tribal allotment land versus tribal land, so it's therefore governed by 25 Code of Federal Regulations, part 212 if you want to look that up. That's where your concerns should be addressed, to the permitting agency. Same thing with the environmental assessment, that's governed by the National Environmental Policy Act. Federal agencies, including the Bureau of Land Management who issued the basically the authority to travel on BLM land, that's also the permitting agency. So if you want to know where the form is, it's the Bureau of Indian Affairs and the BLM.

Chairman Gardner speaks:
I'll make one further comment is that just to the consternation of our residents. One of the most frustrating parts of being a Commissioner is discovering after just a few months in office, all the organizations you do not have any jurisdiction over. Frustrating, but something that we have to live with. So.

Ms. Davidson speaks:
Mr. Chairman, if I may? That email address is PRM, the initials of Painted Rock Mine, @douglasnv.us

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Commissioner Hales speaks:
So moving forward.

Chairman Gardner speaks:
Yes, that's a good idea.

Commissioner Hales speaks:
I have a motion prepared in draft. But before we do that, the recommended motion, which I would suggest we approve, is provide a response to Knox that we direct the County Manager to provide a response to Knox consistent with the discussion at this meeting. And so that's good. But also then the next one would revolve around a letter to the agencies. And in that letter, which is included in the packet, as has been explained, the changes I would make to the letter are this; I would clarify that the FONSI was not based on the agreement, as we've already discussed. I would express appreciation to the agencies for their work on this. I would somewhere in there include the fact that the EA came from Knox and so the statements made in the EA were representations by Knox, the representations by Knox, maybe that's a fair way to say it. Maybe not assurances, but for sure representations of their intentions. I would allow Knox the opportunity to give feedback on the factual accuracy of the statements made in the letter, which maybe they've already done that to their satisfaction, but if not, I would allow them that. And I would also include fact based information about the concrete and asphalt situation that it appears they may be accepting concrete and asphalt for disposal and bringing that to the attention of the agencies. And I would also ask the agencies for some kind of response regarding their intentions so we know where they're at, so that we don't just send this letter off into the void and then not have any response.

Vice Chairman Tolbert speaks:
So I think before we go there, I think I'm going to make my statement. It's not what I had prepared before, so this is not anything. After hearing all of this, here's my take; I live in Johnson Lane, these aren't just constituents, they're my neighbors, my family. Sorry, I have no idea why I get emotional about this stuff. But anyway, I care about protecting our character and our quality of life. But I also believe fairness matters and a lawful business has the right to operate and use the same public roads when it follows the law. So I also recognize that this has become frustrating for everyone involved, residents want to know their concerns are heard. But at the same time, I can understand how difficult it would be for Knox, a local business and part of this community, long before this ever came up to believe that they've gone above and beyond what was required and responded when concerns were raised and yet still feel vilified within their own community, that would be difficult for anybody. So rather than allowing this relationship to end with a terminated agreement, more attorneys, more complaints, more division, I'd like to propose a different path. I would ask Knox to withdraw the termination and give us the opportunity to establish a better communication process moving forward because that's really where this issue, I think, is falling, if you listen to what everybody is saying.

I'd like to see a clear staff level point of contact where concerns involving the mine can be submitted by the public, documented and where appropriate, verified before they're forwarded to Knox. And Knox should have the opportunity to respond and the disposition of those concerns should be documented. This can't become a back channel, it has to be transparent. So I'd like a public report, whatever we need to do, showing that the concerns have been received and that they were substantiated, even if that's just posted on the Painted Rock Mine website. I don't know how, you don't want to get in the weeds, but how Knox responded, whether enforcement or another agency became involved or how whatever, however it gets resolved. This gives residents confidence that legitimate concerns are being addressed, while giving Knox confidence that allegations will be evaluated based on facts before they're treated as violations. I think it's a fair compromise; it doesn't ask our residents to stop raising concerns, it doesn't ask Knox to surrender its right to operate, and it asks all of us to communicate better. Deal in facts and give each other the opportunity to resolve the problems before they come become confrontation. So I would propose that we

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request to Knox a simple, whether it means pausing the termination, reinstating the agreement, or finding another mechanism that all the attorneys can agree upon. But give us an opportunity to reset this relationship before we walk away from what we have. Let's establish a better communication process, one that protects our residents and treats your business fairly and remains transparent to the public. We all live and work in the same community. We don't have to agree on mine, but we should be able to find a way to move forward as neighbors.

Commissioner Hales speaks:
I guess I would ask first, I want to state I do feel it's a good idea if we were to take that route. I would totally agree that before we send a letter to the agencies, we send it to Knox and give them a chance to respond. With that said, I'm not sure how what you're proposing is any different than what we've already done. We do have a point of contact, we do have a website, we have taken complaints. I don't understand how it's any different other than giving Knox a chance to withdraw their termination.

Vice Chairman Tolbert speaks:
Right, and take those complaints and direct them straight to Knox or verify them before we put them out. There's so many things as a Johnson Lane resident, I'm just going to be real, the dust complaints drive me crazy. I moved to Johnson Lane in the 80s, right, dust is a part of Johnson Lane. And for us to ignore all the other sources that come through from the farming property across 395, Stephanie Way, to the OHVs up and down the side of Johnson Lane, to the winds we have and then turn around and complain about trucks having dust and a mine that's two and a half miles away from the residence in the direction of the wind. Those are the kinds of complaints that just drive me as a resident, it's like, if we're gonna complain, let's complain about things based in fact. And it comes down to communication, it always does, it always does, it's whether or not we're talking. And when we get the lawyers involved, nobody wins. So why don't we just pause, let's talk with a way of figuring out how we can take complaints in and forward them on to Knox. Because obviously, they're the ones that would have to make a correction or not based on the complaint, whether it's something that's valid that they could even take any action on. And right now that's the step or the process that's missing is if we just take in complaints and respecting our constituents' issues, forward them on to the federal agencies, that's doing what our residents want. But at the same time, I can see why that's targeting a business at the same time. So how do we get this solved is we continue to talk about it. So that would be my request with the termination, let's go back to figuring out how we can communicate this moving forward and get back to, as they've mentioned, we want to figure out a way to work together. And there's got to be a way that that can happen. And if we go to lawyers, it's done, it's over.

Commissioner Tarkanian speaks:
Can I interject my opinion now?

Vice Chairman Tolbert speaks:
Knock me down, go for it.

Commissioner Tarkanian speaks:
I am going to knock you down because I just don't understand where you're coming from. Knox initiated this process by claiming we breached it because we passed an ordinance that applies to everybody the same. And in fact has more of an impact on the Federal Express trucks and other ones because we're trying to protect a road or at least help lessen the damage on the road. They're the ones who said we breached it and you're bringing up dust. Well first of all, the residents have an issue with dust because in the EA and one of the other studies that came out, it stated that they were going to have tarps on the trucks. And then the federal government afterwards changed it and said, okay, you could water it down, it's just as good. Why wouldn't you think that would piss some of the people off in Douglas County that said that they thought they were going to be tarps there? We can get on to issues that aren't part of this

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discussion. The discussion is Knox terminated this agreement claiming we violated it by what? We said you can only have emergency vehicles on Sunrise Pass, that's what the agreement states. Even though that's what the agreement states and even though the agreement states Knox is to prevent, not help drivers not to go on road, but prevent trucks from traveling on just or on Sunrise Pass unless in an emergency. Trucks have been driving by there all the time. Now they're going to say, well, some of their workers or it's people that GPS takes them through there without them knowing it. It's a violation of the agreement. And if you live on Sunrise Pass and you have those big old trucks coming through there on a road that's almost a dirt road, that's hard to traverse, surely you'd be upset at it. You're making it sound like the people only are complaining about non issue stuff. They're not. They're not. So we put in there, hey, let's put some teeth into this and make sure that the part of the agreement that says only emergency access on Johnson Lane is done. And then Knox says we violated the agreement because of that? Come on now. Or the fact that, hey, they're supposed to tell their drivers you cannot drive down East Valley Road unless it's for local deliveries. And the distinction they have between that, well, local deliveries anywhere in the county as opposed to local deliveries that are that you go directly down East Valley Lane. But if it's not a shortcut using East Valley Lane, why aren't they going down Johnson Lane and doing it? What's the difference between what we stated that what's in the agreement? Look, there is no violation on our part, but if Knox wants to claim there is then fine, let's start all over. The agreement should have been much, much, much stronger protecting the residents. Not one person, nor myself that I talked to has ever said, hey, we want to stop Knox from operating. What we want to do is we want to allow them to operate, we want to allow them to make a profit, but at the same time, protect the people who live there to the best of our ability. And that means you don't have all these trucks traversing the place with school busses or driving by, or when there's a chance for an accident because of snow related activities. We could have put restrictions in there, the agreement, but we didn't. We gave them a far more generous agreement than the EA provided and we're sitting here apologizing? I'm sorry, I sat back and I listened enough, but I can't take it anymore. Thank you.

Vice Chairman Tolbert speaks:
All right, so I'm going to respond to that. I'm absolutely not apologizing, I absolutely do not think we have breached the agreement. But what I'm saying is that I'm listening and I'm hearing from all the different parties, and the fact that they are objecting to the ordinance is simply the last straw on their opinion. So therefore, why would we not want to continue to communicate rather than just shut it down and end a relationship that could possibly benefit everybody? Yes, I'm not saying that we have done anything wrong and I have stated that I don't think that we're in breach. I agree that the trucks should be off of East Valley, all trucks should be off East Valley. I drive that more than anybody here on this Board and I know exactly what's going on, on that. And I talked to the people that live out there, I have several personal friends that are direct driveways on that road. So I am not saying that we have done anything wrong; I am saying that we need to take a pause on this and before we get a bunch of lawyers involved and say, well, you breached this and you were wrong with that, why don't we just stop and figure out what the real problem is and fix it. That's where we are, let's fix it and quit causing more problems.

Commissioner Hales speaks:
If I may? I'm just not sure…

Chairman Gardner speaks:
This is a robust discussion and it's necessary, and we need to get things on the record. And we need to be able to state our, so I'm never in a feeling of muting any of your comments, so have at it.

Commissioner Hales speaks:
Okay, thank you. I want to explore whether this is feasible. When we get complaints, as you said, you get a lot of communications from Johnson Lane residents, do you share those with Knox, or when do you share those?

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Ms. Davidson speaks:
Thank you, Commissioner Hales, for the question. We do try to substantiate the complaints before we pass those along. By substantiate, I mean we look at whether or not there is any additional evidence or relevant information that Knox should consider, photos, videos or other things. We only escalate those complaints that we think have, I don't think we've substantiated them. I think we think they have sufficient evidence that warrant consideration by the mine operator. I would tell you those conversations initially were very productive. I would tell you where we're at now they're not because we're at this point. I do not believe this is a healthy relationship. I appreciate Vice Chairman Tolbert's suggestion that maybe we could have a meeting of the minds and try to work this out. But I think this entire agreement is fundamentally flawed and puts the County between two opposing forces in a role that maybe isn't a good fit for us based on what the County actually can do, what we have the authority to do, and what is appropriate for the County to do. And I do believe it is the sincere desire of the mining operator to operate in a way that is compatible with the neighborhood. I don't believe that every expectation of the public is reasonable. I'm not sure it's our job to navigate this and this is an incredibly challenging position to be put in when you have no teeth or authority. And that's my feedback to you for consideration.

Commissioner Hales speaks:
Then the other question I have is, we consider your proposal, whether Knox would agree to withdraw. Should we ask them?

Chairman Gardner speaks:
Well, I guess…

Commissioner Hales speaks:
Because I don't want to defer because time is sensitive here.

Chairman Gardner speaks:
I was going to offer a door number three, one of Jenifer's common things. I think we all have agreed that we are not in breach, we are not default, we have not defaulted. I've heard that out of all four of us is that we don't agree with their assessment that we have defaulted on the agreement. With that being said, we do need to address that notice of termination in a legal manner. So I would suggest whatever we do, we still need to, even if we take a, let's say if we table the majority of this item for 30 days we still need to make a legal response to them regarding the notice of termination. Would that be a correct assessment? Okay, so that's step one that we have to take. Now if we table this additional action of notifying the other agencies for 30 days, that gives them time to respond to us on whether or not they will withdraw their notice of termination. So that's what I'm offering as door number three, is give them time to absorb this because it's difficult for them. I think that if you're asking them today to accept that, I think that's a difficult thing for them to do. I think they need time to absorb it and what it means. And if they don't want to rescind their letter of termination, then I think we do have a responsibility to notice the other agencies that the agreement is no longer in place. And therefore, please make sure that they respect the items that are articulated in the environmental assessment, that's my position, My thoughts, not my position, my thoughts.

Vice Chairman Tolbert speaks:
So I'd just also like to clarify too, that I think it's our responsibility to address the impacts that we can demonstrate and not to pick winners and losers in this. I don't think our job is to say that the residents are right or the business is right, I don't think that's where we are, we're not. We need to find a way for these to work. And so if there's a traffic safety problem, let's address it. If trucks violate weight limits or traffic laws, let's enforce them. If there's documented dust, noise, or another environmental impact that you can attribute to the mine, then let's take that evidence to the appropriate agency. I can say that I have taken every traffic complaint that's been given to me in our Johnson Lane area to the Captain in front of traffic.

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And they have responded every time and sent deputies out into those areas and have camped on those different roads, whether it was Fremont or Wild Horse. And it's my understanding that because of that, Johnson Lane and East Valley are the most heavily patrolled areas in the county. And so I'm not trying to say that nobody's at blame or that there's not true issues here. But I'm saying that if we go down this road, a relationship has ended and I feel like we've done enough of that. Let's get this together, we have two important factors in our community that we are trying to balance here and I don't want to choose one over the other when we, both of them need each other to exist.

Chairman Gardner speaks:
I want to express one other concern, and you've talked about us having a point person and doing that. We do need to come to a conclusion on the process in my mind, is that we have exhausted staff time far beyond our renumeration. And so that's what my concerns are, is for us to continue as Ms. Davidson has expressed, is for us to continue to try to address the issues posed by our residents is costing us expensive staff time in addressing those when we're not the authorizing agency, we're not the permitting agency. So the proper course of action in my mind has been, as we stated when we drew up this agreement, is that it did not preclude the residents from reaching out to those authorizing agencies where that complaint belongs, not to us. And not asking us to be the middlemen in the process because a lot of times when you become the middleman, it gets lost in translation. They should be directly identifying their issues and going to the permitting agencies for correction, not the County and asking us for enforcement. Now in regards to traffic, that is our responsibility. That is the responsibility of the Sheriff's Department, not us as Commissioners, but the Sheriff's Department. That's another authority, they enforce the traffic laws, we don't. So that's my other concern about continuing this. So I think we need to have a definite time frame on this and I would suggest 30 days. Send them a legal notice and say we disagree with your interpretation, and basically right there, the notice of termination. And then we'll come back as a Board in 30 days and if we have not received a response from them that a notice of termination is not being withdrawn, and they will continue to operate via the agreement, then we have to send to the other agencies the notice of termination and say we're out of this.

Commissioner Hales speaks:
If they're not going to consider withdrawing their notice of termination, then all we've done is create a whole bunch more delay and work. And they're right there, let's ask them, will you consider withdrawing your notice of termination?

Chairman Gardner speaks:
If they're prepared today to answer that question, then that…

Commissioner Hales speaks:
It doesn't have to be a yes or no…

Chairman Gardner speaks:
I can't tell them what…

Commissioner Hales speaks:
..it can be a will you consider?

Chairman Gardner speaks:
Yes, maybe if they'll consider it, yeah. So can we do that? I can pose that question to the principals?

Mr. Ritchie speaks:
Sure, you can have that.

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Chairman Gardner speaks:
Okay.

Mr. Ritchie speaks:
Sure.

Chairman Gardner speaks:
Mr. Maxwell, Mr. Robinson, Ms. Robinson.

Mr. Maxwell speaks:
With Knox Excavating. I appreciate the question, but I hope you appreciate I can't answer that right now. There's a lot to go through and I'm not going to give you guys a firm answer one way or the other until we've had time to digest everything that's…

Commissioner Hales speaks:
All we're asking for is a firm answer, whether you'll consider it.

Mr. Maxwell speaks:
And I'm being honest, I don't know. Like there's been a lot of loss of trust. Jenifer put it correctly, it's been a dysfunctional relationship to say the best. So when trust is gone, it needs to be re-earned and we need to have a conversation before we consider anything. So that's where we're at. Thank you.

Ms. Davidson speaks:
Mr. Chairman?

Chairman Gardner speaks:
Ms. Davidson.

Ms. Davidson speaks:
Thank you. I very much appreciate Mr. Maxwell's comments and I hope he recognizes ownership by this leader in that dysfunctional relationship. I would ask the Board to think about this if you're considering kicking this can. One of the things I want you to think about over the next 30 days, I have managers in this organization who will, this is the analogy I'm going to use, who will come forward and will express concerns regarding their employee to HR. And they'll say, this employee is not performing, they're incompetent, this is not working. And the first question we asked that manager is, what are you doing to set that employee up for success, how are you defining the role and expectations for that position moving forward? How are you ensuring they have the right tools and resources in place to be successful? Do they have the right authority, qualifications to do what you're asking them to do? I do not believe that this agreement sets this organization up for success and I worry that we have taken on a role that we cannot be successful in performing. And that is why we are not meeting the expectations of the mining operator or the members of the public. That is what I'm asking you to think about over the next however long. I think it's really, really important for you to define for County staff as you set the direction in your decision moving forward. I would like to hear from you what success looks like. Thank you.

Chairman Gardner speaks:
Okay, so I'm going to pose another question to you. And that is if we were to recognize the notice of termination and send a, I'm going to go to door four now. If we recognize the notice of termination and we decide and determine that we need to identify or notify the federal agencies involved of that notice of termination, and should Knox come back, if they entertain that idea that we've been, Vice Chairman Tolbert has indicated, if they come back to us at a later date and say we accept, we are rescinding your,

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our notice of termination. After we've already notified the federal agencies, we can then retract our letter to those federal agencies also, can we not?

Ms. Davidson speaks:
We can, sir. I'm not sure how far in the process they will be. I can also advise them of an interim period of time and ask them to not make any further or take any action until we have a status update with them.

Vice Chairman Tolbert speaks:
So we can respond that we disagree with their interpretation, that we would request that they withdraw their termination and that we would, in good faith, offer to develop a method of communication that eliminates these problems. Or is it a better option just to let it terminate and we be clear on the record that we don't believe that it is in breach and then we come back and try to renegotiate after that? My concerns would be that there's no motivation really, for anybody to come back to the table at that point. But like I said, it's just I feel like I don't know what the legal method of getting this done is. So is that enough of a response to simply respond to them saying, we don't agree and we request that you rescind your notice of termination?

Chairman Gardner speaks:
Okay well, what our County Manager has indicated to me and it's resonating in my mind is the concerns about setting ourselves up for success. And whether or not we are really the appropriate agency to try to enforce an agreement that really is not enforceable beyond the other authorizing agencies. So I'm kind of backtracking myself on this.

Commissioner Hales speaks:
I just call it round square, round hole, square peg problem. That's the problem that we keep…

Chairman Gardner speaks:
That's the one that we have.

Commissioner Hales speaks:
That that we keep coming back to. And…

Commissioner Tarkanian speaks:
If somebody's going to, I'm sorry, I thought you were done.

Commissioner Hales speaks:
I'll be done, go ahead.

Commissioner Tarkanian speaks:
No, I was going to say if no one's going to make a motion, I will. If you have a motion, please make it. I thought you were done with your talk, but if you had more to say, please do so.

Chairman Gardner speaks:
I don't know, are we done debating this? And if we are, then we can entertain a motion. If we're not done debating, then let's not entertain a motion.

Ms. Davidson speaks:
Mr. Chairman, there is Robert's Rules. There is a motion on the floor, there was no second. Commissioner Hales did make a motion.

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Commissioner Hales speaks:
Oh, I referred to a motion I would make.

Ms. Davidson speaks:
Oh, okay.

Commissioner Hales speaks:
But I didn't actually make a motion.

Ms. Davidson speaks:
Okay, I apologize for interrupting.

Chairman Gardner speaks:
We're long past the opportunity to second that. So who wants to do, are we done?

Commissioner Hales speaks:
Yeah, I can be…

Chairman Gardner speaks:
Have we expressed all of our feelings?

Commissioner Hales speaks:
Yeah.

Chairman Gardner speaks:
Okay, I'll entertain a motion then at this time. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I'll entertain a motion that we notify Knox and their attorneys we're not in violation of the agreement and that we will continue to operate in the best interests of our residents as a whole.

Chairman Gardner speaks:
Does that motion include notifying the federal agencies that have jurisdiction?

Commissioner Tarkanian speaks:
That's a good question because if we're saying there's no violation, we're not in violation, I'm not sure what those agencies can do. But I certainly think we need to do that, so yes, I would add that in there.

Chairman Gardner speaks:
Commissioner Tarkanian, would you withdraw your motion, perhaps, and let Commissioner Hales…

Commissioner Tarkanian speaks:
I will definitely withdraw my motion if you guys want me to, it's not going to go anywhere. So go ahead.

Chairman Gardner speaks:
Okay. Commissioner Hales, did you want to offer a motion? Do you have something in front of you that you could articulate?

Commissioner Hales speaks:
Yes, I do. I hesitate because I'm not opposed to this plan, with reservations about some details of it. But I'm still concerned about after however many years, this agreement has been a frustration and very, very

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difficult for the County to get its arms around because it's not our role, it never was intended to be our role. I think that in and of itself will improve the County's relationship with Knox, that's because we bow out and we're no longer involved. So I guess what I would like to do is take a five minute break because we've been going at this for two hours and 15 minutes after lunch. And I need a moment to breathe and use the…

Chairman Gardner speaks:
I concur. I hate breaking in the middle of a debate on an issue because I don't want the public to perceive that we are going behind closed doors making decisions. So if I can have your assurances that we will not debate this idea outside of this meeting in this table, then I'm good with taking a five minute break.

Commissioner Hales speaks:
So assured.

Commissioner Tarkanian speaks:
I'm sorry, I just withdrew my motion because I thought somebody else had a motion. If there was no other motion, let's make it, if they if there's no second then there's no second. But if there is, let's take a vote on it.

Chairman Gardner speaks:
Commissioner, we're going to take a five minute break and then we'll come back. And I believe there will be a motion made at that time.

Commissioner Tarkanian speaks:
Mr. Chairman, I made a motion. You asked me to take it down because there was another motion that was ready to be made and there hasn't. Take your five minute break.

Chairman Gardner speaks:
The only reason I did that, Commissioner, is because you didn't have a written motion, to my understanding, in front of you that articulated everything you wanted to do.

Commissioner Tarkanian speaks:
I didn't need a written motion, I gave a regular motion. I don't have to copy what somebody has prepared.

Chairman Gardner speaks:
I'll make a ruling that your motion failed for a second and we'll go on.

Commissioner Tarkanian speaks:
You didn't even ask though, why don't you ask so there's a record of it?

Ms. Davidson speaks:
We are officially in recess.

A break was held.

Chairman Gardner speaks:
Okay, Commissioner Tarkanian, thank you for indulging us. Not only did Commissioners need to take a quick break, we've been at this for two and a half hours almost without a break and also our Clerk needed to take a break. So thank you, Taylor, appreciate that. Okay with that, did you have something you wanted to share with us?

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Ms. Davidson speaks:
Thank you, Mr. Chairman. For transparency purposes, I just wanted to disclose that I did meet with the mining operators briefly during the break. I asked them if in the spirit of what Vice Chairman Tolbert was suggesting in terms of a relationship moving forward, if it might be appropriate that we proceed consistent with the recommendations that staff have given today, that we continue to be a conduit for public concerns moving forward. That if the Board were to determine that this agreement, it may be in our interest to say that it's canceled moving forward and to just notify the agencies of its cancellation, that there still is a desire to receive concerns of the public and to address valid concerns when they are raised. And that we could, in the spirit of good faith, cooperation moving forward, continue to be the conduit for that information because we have those resources set up. We have the web address, we have other things. And we could maybe facilitate conversations with the neighborhood and residents moving forward as well to get to reasonable methods of addressing the concerns. I just wanted to put that out for your consideration, maybe that's a door number five. I don't know how many doors we're on at this point. There you go.

Chairman Gardner speaks:
Okay, I'm going to try to paraphrase what you just said. So notify Knox of our understanding of the of the acknowledgment of the letter of notice of termination and express to them that we disagree with their assessment. And that we will still notify the agencies involved that we have received that notice of termination from them. But that we will subsequently continue to be a conduit on behalf of customer complaints, resident complaints and interact directly with them in regards to attempting to address those. Is that is that how I understand your...?

Ms. Davidson speaks:
That is correct, Mr. Chairman. To be clear for the public record, I am advocating for us to interact directly with the mine operators when those concerns are brought to our attention.

Chairman Gardner speaks:
Okay.

Commissioner Hales speaks:
So when you say conduit, you mean between, sorry, between constituents and the mine, not between constituents and the agencies?

Ms. Davidson speaks:
That is correct.

Commissioner Hales speaks:
And so we inform the mines, but we don't ask them to do anything other than we give them a heads up that our agreement is terminated. Is that what you're saying?

Ms. Davidson speaks:
So to be clear, I'm advocating that we formally respond to their notice of termination saying that we don't agree with their interpretation, but we consider the agreement done. And second, that we notify the federal agencies of that change in circumstance regarding the agreement. And that we commit to the public to continue to advocate for concerns that are raised through the channels that we have established directly with the mine operator. And to the extent the public believes that a condition of the permit is being violated, they should contact the permitting agencies.

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Vice Chairman Tolbert speaks:
I'm good, but I would also like to stipulate that the mine's responses would also be made public so that when they do respond to it, they get recognized for the response. So does that make sense? So that it's transparent, it's perfectly clear. We can't just keep saying, well, they ignored us, ignored us, when they're not ignoring us. That gives them the opportunity to also respond to the public in that same forum.

Ms. Davidson speaks:
Thank you, Mr. Vice Chair, for the request for clarification. The mining operator has indicated that yes, we would transparently post our contact to them, as well as their response to the public on the public website. We would also reach out to the individual or individuals making, raising the initial concern.

Chairman Gardner speaks:
Commissioner Tarkanian, did you have any questions for our County Manager and everything that she's just articulated to us?

Commissioner Tarkanian speaks:
Nope.

Chairman Gardner speaks:
Okay, I apologize for not asking for a second on your motion. I didn't feel personally that it was a complete motion and so therefore, I was questioning whether or not I should ask for a second. But I apologize for that oversight.

Commissioner Tarkanian speaks:
I actually think it's exactly what the Manager just stated there, except she added the cooperation on the complaints, which it's my understanding we're already doing. It doesn't matter to me, go ahead and move forward. And if you have more discussion, have more discussion, somebody want to make another motion, I'm good with it.

Chairman Gardner speaks:
Okay. So is there somebody who would like to make a motion?

Commissioner Hales speaks:
Yes, I'll make a motion. I'm not ready to do this because I think we give up a lot and we don't get any, we give up our right to enforce the agreement for which we gave good and valuable consideration. And I don't know what we get in return. Not enough, in my opinion, but I could be wrong, I've thought about this all of 90 seconds. So I guess my motion would be that we provide a response to Knox consistent with the discussion at the meeting and that we direct you to continue working on this issue, exploring the avenues that have been discussed today and come back to us within the next two meetings with better understanding and perhaps options for moving forward after having more time to flesh it out with the mine operators. Period. That would be my motion.

Chairman Gardner speaks:
Is there a second?

Commissioner Hales speaks:
This allows for your plan.

Commissioner Tarkanian speaks:
I'm going to second it.

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Chairman Gardner speaks:
Okay. We have a motion by Commissioner Hales, seconded by Commissioner Tarkanian. We'll vote on, is there a discussion on that motion?

Vice Chairman Tolbert speaks:
I do have a question because we just said that the response to be consistent with the discussion we had, and we discussed a ton. So is the response going to be that, what is the letter of response? Is it…

Commissioner Hales speaks:
The letter of response simply says we do not agree that there's been a breach and we're considering our options. That's the letter. And then County Management explores options, as Ms. Davidson has suggested, as you have suggested, or as originally suggested. We'll know more after she's able to have discussions with Knox, see what's on the potential.

Chairman Gardner speaks:
So you're tabling everything beyond that to a two meeting process?

Commissioner Hales speaks:
Within two meetings, it could be the next meeting. And it's not exactly a tabling, it's a direction to explore the options that have been brought forward, including the original option that was here today.

Chairman Gardner speaks:
Does everybody understand the motion? Is there any further discussion on the motion?

Vice Chairman Tolbert speaks:
Yeah, I'm sorry, I have one more question. It does include the letter that just alerts them to the conditions?

Commissioner Hales speaks:
Well there's two letters we've talked about today; one is a letter to Knox responding to their notice of termination, the other is to the agencies. And my motion does not include a letter to the agencies, it doesn't take it off the table…

Vice Chairman Tolbert speaks:
Right, I'm good.

Commissioner Hales speaks:
…as an option.

Vice Chairman Tolbert speaks:
Thank you for the clarification.

Chairman Gardner speaks:
Okay, good. We've had discussion, we've had a motion, a second and we've had discussion on that. All those in favor of the motion signify by saying aye.

Commissioner Tarkanian speaks:
I'm going to reluctantly say aye. I thought you were taking it to the agency, but I guess if it's coming back in two months, we'll have an opportunity to discuss it then. So I'll make it aye and unanimous.

Chairman Gardner speaks:
Is that an aye? It's an aye, okay.

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Commissioner Tarkanian speaks:
No it's an aye, I said. I'm sorry.

Chairman Gardner speaks:
Okay, I'm sorry. Your voice is a little garbled, that's all I'm saying. Okay, these are hearing aids, not hearing cures. So thank you, the motion passes 4-0 to one. You have direction? Okay, thank you for the public to be here and hearing this important item, and thank you also to the Robinsons and Mr. Maxwell for being here. Okay, to be continued.

MOTION TO: Direct the County Manager to provide a response to Knox consistent with the discussion at the August 20, 2026 meeting, to continue working on this issue, exploring the avenues that have been discussed, and come back to the Board of County Commissioners within the next two meetings with better understanding and options for moving forward after having more time to convene with the mine operators; carried.

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

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

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Commissioner Tarkanian, anything you wish to share with us today?

Commissioner Tarkanian speaks:
No, I don't have anything. Thank you though.

Chairman Gardner speaks:
Okay thank you. Commissioner Hales?

Commissioner Hales speaks:
I've left my list at home and it's late in the day, so I'm not going to be exhaustive. But I will say that Carson Valley Arts Council is working on a, believe it or not, this may be too soon for some people, a mural for the Copeland Lumber Building. Taking a lot of, holding some open meetings, taking suggestions on that. And the artist is local, I believe, as opposed to from Spain and so, different situation. They also are gearing up for their new concert series and continuing to get the word out that the theaters are fully operational and please go to the movies. And because by doing that, you support the arts and just because movies are fun actually. So TTD has some things going on and I appreciate Assistant County Manager, Wendy Lang working diligently on the transit study and on the transit working group. And there is a transit study that has a draft report that's coming out and I have seen that draft report, and it's doing really good work, they're doing really good work and it will come to us in due course. And meanwhile, Lake Link continues to operate for all of Douglas County in the basin, Zephyr Cove and south, including all of Kingsbury. So we encourage residents to use Lake Link because we pay for it out of the Room Taxes from those staying in the rooms. And there's some other things going on, but those are highlights.

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Chairman Gardner speaks:
Thank you. Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
First, I want to apologize for losing my composure at the beginning. It's just it's my community and that's just how much I care about them. But I promised a bomb and so this is a bomb for me, at the last meeting. I have been working and trying to get, since before I ran for office, the youth mentoring program, Big Brothers and Big Sisters back into Douglas County. And we have a meeting next week that the national organization has approved expansion into Douglas County. And so we're going to be meeting with the Big Brothers and Big Sisters of Northern Nevada next week with what it is that we're going to have to have in order to establish them here permanently because they have had to secure funding and we also have to secure Bigs. So I'm looking forward to a lot of effort, and wishing, and hoping that a mentoring program in this area is going to become a real thing before issues happen in their assigned mentors. So really excited about that. So that's my bomb, not as big for some of you as it is for me, but I'm really looking forward to getting this off the ground.

Chairman Gardner speaks:
Thank you. I have several items that I want to mention. The three of us, along with a number of members of staff, had took the opportunity yesterday to go up to Sand Harbor for the Tahoe Summit. That was a 30 year anniversary, that was instituted 30 years ago by Senators Harry Reid and Dianne Feinstein. And so that was trying to address lake clarity and so that was a good summit, although we baked out in the sun for too long a time. But whatever, that normally happens. Also, I don't know if I've mentioned this before in the last, maybe I did, but just in case I haven't, the Nevada Association of Counties did choose a new Chief Executive Officer. Did I previously say that? Okay, we have elevated our interim CEO, Amy Hyne-Sutherland to that role. And so we're looking forward to her leading the organization further into the future in that role. Also, we do have a Carson Valley Visitors Authority meeting of which I'm assigned to tomorrow morning, so I'll be attending that. And then also, I wanted to take an opportunity I don't know if it's, I think it has been publicly noticed. But I'll give a shout out also to our current or previous Principal Planner, Kate Moroles-O'Neil, who has accepted the position of Economic Vitality Manager for the County. So I think that's an important thing to recognize. One thing I did find out about her in her resume is, and Commissioner Tarkanian, your ears may perk up here for this; she was at one time a professional golfer. And so I didn't know that about her, so it was good to read her resume. And once again, congratulations, Kate, for that. And also, I want to take one last opportunity at this meeting, although I'll take an opportunity at every meeting from now through October the 18th, I want to remind you that tickets are available for the Sierra Meets the Sky, the Minden-Tahoe Sky Fest, October 16th through the 18th. Tickets are available, see me, I carry this card around and it has a QR code for purchase of those tickets. So there you go. Or my fellow Commissioners. So with that, that concludes Item 16.2.

RESULT: PRESENTATION HELD.

17. CLOSING PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
We'll now go into Closing Public Comment. Mr. Hutchings, you stuck around for Closing Public Comment.

Jeremy Hutchings, County Engineer, speaks:
I came back, yeah.

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Chairman Gardner speaks:
Oh, you came back, okay.

Mr. Hutchings speaks:
Came back, Mr. Chair.

Chairman Gardner speaks:
Okay. You must have forgotten something earlier.

Mr. Hutchings speaks:
Yes, I did.

Chairman Gardner speaks:
Okay, I hope it's not relevant to the actions we took.

Mr. Hutchings speaks:
No, separate subject. I neglected to plug the Denmar Rural Park visioning workshop that's happening tonight 5:00 PM to 7:00 PM at the Community Center. If you've never been to one of Brook Adie's events, you're missing out. She provides all kinds of refreshments, it's really great. Our consultant is going to give a presentation, we've been working hard to try to solicit ideas for that park. As you remember, it was a park and flood control project out off of the Pinenut Creek just before you get to East Valley. So yeah, come on down, we're looking for more input. And yep, that's the shameless plug. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Hutchings. Is there any additional Public Comment, Closing Public Comment?

Chuck Heffernan speaks:
You know, there was a comment made, several really, about that we should go directly to the agencies that have jurisdiction over this. I totally agree, you guys, that's why I was proposing that things I said earlier about the crushing and everything else be included into a letter or whatever you're going to do with the agencies because they don't listen to us. I can tell you, we've, I mean, myself, I've written letters to the BIA, the BLM, NDEP, they will respond, but the other two, forget about it, they don't listen to the residents. So we need your help with that because they will respond to you. And so I hope that, you know, yeah, we can continue to do that, but if we're not going to get anywhere. And maybe with our new congressman, maybe we can start, you know, including that. So, you know, it could be, you never know. I think that's about it. I just want to thank you for this, I know it's not an easy issue, and I know we're not going to lose the mine. But you know, we got to hold them to what they agreed to do in the EA because that document is a, it's not a living, breathing document like they try to say about our Constitution, right. This is, those words and numbers mean something in that document and they should be held to it. Thank you.

Chairman Gardner speaks:
Thank you.

Jim Jackson speaks:
I don't normally direct my comments to any one of you as an individual, but I am now. I am extremely disappointed, more so than I can ever say to Mr. Commissioner Gardner. You made it very clear you're not responsible for anything. You're not responsible for the BIA, you're not responsible for the BLM, you're not responsible for the traffic on the roads, that's the Sheriff's duty. Pretty much absolved you of all responsibilities for any of this issue. I agree with you, you're not responsible for the BIA or the BLM and you're not responsible for the Sheriff. You do control his budget so you might be able to control some

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things there. But you are responsible to us, to help us. Like Chuck just said, the BIA and the BLM pay no attention to us whatsoever. We're one individual, they could care less about us. They aren't elected, they're appointed to their positions. We're nothing, you're a County government agency. They will listen to you much more than they will to us. So if any of your future things that you've just kicked down the road, which you keep telling us you're not going to kick stuff down the road, you just kicked this down the road again. If you don't talk to them at all, there'll be nothing. And by this agreement with walking out with Knox and talking to them, whatever teeth you had in any agreement, you just got rid of every one of them. They're going to do whatever they feel like doing. Why do you think they picked that area out there? Because they knew darn well you could do nothing about it. They didn't have to pay any attention to any of the ordinances or any of the rules of the County because they were on BIA land and you fell right into their trap. And yes, Commissioner Tolbert, you're part of the Johnson Lane area, you're down quite a ways on Johnson Lane. We're right up at the top where all this stuff happens, it's worse than you think. They have no regard for us, none whatsoever. One of the owners actually called me a liar up here because I said his trucks were up on our street and I submitted the proof to you that their trucks were in video form. Now is that an honorable person? No, I don't believe so. That's just my opinion. But that's who you're dealing with, they're in it to make money for themselves. I don't object to any business making money. I had my own business, I made lots of money but I also had to pay attention to the folks around me and do it in an honorable way, and in a way that did not destroy their property values, which ours are going down. Did not put environmental things out that affected our health, which they do and that's continuing to go on. So I'm sorry, but I'm very disappointed in the reactions today and on kicking this down the road. And if you want to absolve yourself of all responsibility, go right ahead, but you will answer to us eventually. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Jackson. Is there any additional Closing Public Comment? Seeing no additional Public Comment, the meeting is hereby adjourned.

17. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 3:46 PM.

Respectfully submitted:

_____
Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

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AGENDA ITEM NO. 7.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve adding Christy Lynn Letourneau to the existing Packaged Retail Liquor License for Warm Spring Road CVS, LLC, dba CVS # 7683. Christy Lynn Letourneau has signed a Waiver of Notice of Hearing. Warm Springs Road CVS, LLC, dba CVS # 7683, is located at 31 Highway 50, Suite 101, Stateline, Nevada. (Captain Koontz)

RECOMMENDED MOTION:
Approve adding Christy Lynn Letourneau to the existing Packaged Retail Liquor License for Warm Springs Road CVS, LLC, dba CVS # 7683.

FINANCIAL IMPACT:
The applicant's $150.00 license fee was deposted in General Fund revenue account 101.000.341.211.

BACKGROUND:
Christy Lynn Letourneau has signed a Waiver of Notice of Hearing and has cleared her background check. Warm Springs Road CVS, LLC, dba CVS # 7683, is located at 31 Highway 50, Suite 101, Stateline, Nevada. The mailing address is One CVS Drive, Woonsocket, RI 02895.

ATTACHMENTS:

AGENDA ITEM NO. 7.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM
COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the On-Site Unrestricted License and Restricted Gaming License for Adventure Coffee Company, dba Adventure Coffee Company, represented by owners Heidi Rebecca Fielek Spry and William Stanley Spry. Heidi and William Spry have signed a Waiver of Notice of Hearing. Adventure Coffee Company, dba Adventure Coffee Company, is located at 605 Highway 50, Zephyr Cove, Nevada. (Captain Koontz)

RECOMMENDED MOTION:
Approve the On-Site Unrestricted License and a Restricted Gaming License for Adventure Coffee Company, dba Adventure Coffee Company.

FINANCIAL IMPACT:
The applicants' $900.00 license fee was deposited in General Fund revenue account 101.000.341.211.

BACKGROUND:
Heidi Rebecca Fielek Spry and William Stanley Spry have each signed a Waiver of Notice of Hearing and have cleared their background checks. Adventure Coffee Company is located at 605 Highway 50, Zephyr Cove, Nevada. The mailing address is P.O. Box 1112, Zephyr Cove, Nevada 89448.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $12,000 payment to the U.S. Army Parachute Team, the Golden Knights, for their parachute demonstration performance at the 2026 Minden-Tahoe SkyFest on October 16-18, 2026, and authorize the Airport Manager to execute any documents necessary to complete the payment and performance arrangements and to approve additional expenses of up to $9,500 for the accommodations identified in the support manual. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve a $12,000 payment to the Golden Knights for their parachute demonstration performance at the 2026 Minden-Tahoe SkyFest on October 16-18, 2026, and authorize the Airport Manager to execute any documents necessary to complete the payment and performance arrangements and to approve additional expenses of up to $9,500 for the accommodations identified in the support manual.

FINANCIAL IMPACT:
The Minden-Tahoe Skyfest airshow is structured to be self-funded, with all event-related expenses covered through ticket sales, sponsorships, vendor participation, and related event revenues. $12,000 from GL 360-611 550.034 Special Events. The maximum cost for the Golden Knights performance is $21,500.

BACKGROUND:
The U.S. Army Parachute Team, the Golden Knights, are scheduled to perform as part of the 2026 Minden-Tahoe Skyfest. The Golden Knights are the U.S. Army's official parachute demonstration team and conduct performances at public events, including air shows, to connect the public with the Army and support Army recruiting and community engagement efforts.
The Golden Knights require civilian event sponsors to provide a daily performance fee, transportation, and lodging for the team. The current Golden Knights Support Manual identifies a performance fee of $4,000 per event day. The SkyFest will be a three-day event for a performance fee total of $12,000, October 16-18, 2026. This fee must be paid 30 days before the event. Additional accomodation

expenses of up to $9,500 may also be incurred.

To purchase tickets for the 2026 Minden-Tahoe Skyfest or learn more about the event, please visit www.mindentahoeskyfest.net

ATTACHMENTS:
U.S. Army Parachute Team Support Manual v7.pdf

United States Army Parachute Team
"GOLDEN KNIGHTS"
Support Manual



U.S. ARMY

Golden Knights Support Manual

v7

01 January 2025

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INTRODUCTION

Air Show Coordinators and Air Show Committees should use this Support Manual for planning, support, and follow-up of a Golden Knights demonstration. This manual represents over 60 years of aerial demonstration experience and has been thoroughly revised, updated, and validated. To ensure a successful execution for your event, the Air Show Director, Air Boss, and the individual assigned to act as the Golden Knights' single point of contact (POC) throughout the show should read and fully understand the requirements of this manual.

EVENT PLANNING AND COORDINATION: It is crucial for the show sponsor to stay in regular contact with the Golden Knights Event Coordinator to ensure all requirements are met and questions answered. Coordination with the Event Coordinator will continue to take place up to two days prior to the event, at which point all coordination will transfer to the Golden Knights Advance Representative who is a member of the demonstration team assigned to perform at a specific event. This individual will be briefed by the Event Coordinator prior to departing the Golden Knights Headquarters and will travel two days ahead of the demonstration team to perform a variety of tasks aimed at providing a smooth reception and integration of the team into the event. The Advance Representative will need to meet with the show POC immediately upon arrival to begin confirming that all support requirements have been satisfactorily met and to confirm the details involved in the execution of the show. Please note that the Advance Representative will be an enlisted member of the Team and will have the authority to make decisions on behalf of the Commander with regards to the Team's activities at the show location. We recognize that other military organizations are represented by commissioned officers on location and ask that all air show sponsors respect the responsibilities that the Advance Representative and all Team members have with regards to planning and executing a safe and effective aerial demonstration, as well as representing the United States Army before the American public, regardless of their rank.

I. GENERAL INFORMATION

A. MAILING ADDRESS

Standard USPS Mail:	FedEx/UPS or other delivery service:
U.S. Army Parachute Team ATTN: "NAME" P.O. BOX 73712 FORT LIBERTY, NC 28307-0126	U.S. Army Parachute Team ATTN: "NAME" BLDG 3-3327 Butner Rd. FORT LIBERTY, NC 28310

B. CONTACT INFORMATION

1. USAPT Operations - Show Scheduler
   - Comm. 910.907.3205
   - Email: TR-USAREC-MEB-USAPT-ShowRequest@army.mil
2. USAPT Tandem Coordinator
   - Comm. 910.396.2036
   - Email: TR-USAREC-MEB-USAPT-ShowRequest@army.mil
3. USAPT Media Relations Director
   - Comm. 910.396.7423
   - Email: TR-USAREC-MEB-USAPT-Media_relations@army.mil
4. USAPT Budget Analyst
   - Comm. 910.396.4622
   - Email: TR-USAREC-MEB-USAPT-S8@army.mil

5. AIRSHOW INFORMATION PACKET (APPENDIX J)

1. The Air Show Information Packet is a consolidated list of essential information covering the most important details required for a successful demonstration. This packet is identical to information used by the USAPT Event Coordinator to communicate details of the event with the Advance Representative prior to their departure. As much of this information as possible should be supplied to the USAPT Event Coordinator immediately following initial coordination, with a final version being due no later than 60 days prior to the event.

2. When filling in this information, please be sure to type or print legibly with correct spelling, as the information on this form may be used to produce lithographs for distribution at the show. Additionally, please be sure to include the full name and rank of all individuals (as they will be at the time of the event), along with complete DSN, commercial, and cell numbers.

II. SUPPORT REQUIREMENTS

1. The charge for a Golden Knight performance is $4,000 for each event day. Each of the primary days scheduled for events (usually Saturday and Sunday) are considered event days. Therefore, the charge for a standard weekend air show is $8,000. With few exceptions, the Team plans to arrive at each event one day prior to their scheduled performance and depart one day following their last performance. These travel days are not considered "event days" and are therefore not included in the charge for the event. Each show will, however, be required to fulfill other support requirements, such as the cost of lodging and transportation for the entire event. In most cases, this allows the Team to perform a media / arrival show at no additional expense to the sponsor. **If payment is not received 30 days prior to the event, the event will be considered for cancellation and the demonstration team supporting the event will be rescheduled for another event.**

2. For civilian sponsors, **payment may be sent via check made out to U.S. Department of the Treasury**. Please include **name of the event, Tax ID number, name of financing organization**.
   Mail to:

Standard USPS Mail:	FedEx/UPS or other delivery service:
U.S. Army Parachute Team ATTN: "BUDGET OFFICE" P.O. BOX 73712 FORT LIBERTY, NC 28307-0126	U.S. Army Parachute Team ATTN: "BUDGET OFFICE" BLDG 3-3327 Butner Rd. FORT LIBERTY, NC 28310

3. For military sponsors, a Military Interdepartmental Purchase Request (MIPR) DD Form 448 may be used for payment. Please include telephone and e-mail address on the MIPR:

   - See above address if you are using a delivery service
   - NOTE: You may scan and email the DD Form 448 to: tr-usarec-meb-usapt-s8@army.mil

4. All payments are final once the Team departs their home station to travel to the event. This holds true even though unforeseen events, such as weather conditions or maintenance issues, may require the event to be cancelled.

5. The Golden Knights exist to connect America's people with their Army to promote support for the all-volunteer force. As such, recruiter participation is an essential component to any Golden Knights performance. We require that show sponsors provide access for local area recruiters, as well as a minimum of 20' x 20' booth space. We will typically repack parachutes and sign autographs in this space. With that in mind, a location in a high traffic area central to the show line is required.

A. LODGING

1. Lodging will be provided by the sponsor, for the entire event, at no cost to the Golden Knights.
2. Accommodations must be clean, of good quality, and well kept. Primary concerns for safety and security must be considered. National franchises usually have the best rooms at the best rates. Up to 18 single occupancy rooms reserved under the name “Golden Knights” (actual number depends on coordination with Golden Knights Event Coordinator).
3. Lodging must be reputable and on par with the local maximum government rate. All rooms are reserved as close together as possible. If, upon inspection by the Advance Representative, the accommodations are determined to be unacceptable, they must be replaced at no cost to the Golden Knights.
4. The hotel should have an internal or adjacent restaurant capable of preparing full-course meals. Fast food (i.e., McDonalds, Burger King, etc.) is not considered a full-course restaurant.
5. The Advance Representative’s room must be available on the morning of their arrival; usually two days prior to the Team’s arrival. The remainder of the rooms must be available on the morning of the Team’s arrival.
6. On military installations, all team members (i.e., officers, enlisted, males, females, etc.) will be housed in the same facility.
7. All rooms must be single occupancy rooms. The total number of rooms required is dependent upon the type of aircraft used to support your event. All rooms must have a private bathroom, high-speed internet, and climate control available.

B. TRANSPORTATION

1. Vehicle support will be provided by the sponsor at no expense to the Golden Knights. Vehicle requirements are dependent upon the type of aircraft used for the event, as well as whether a section from the Tandem Team has deployed with the Demonstration Team to provide the air show sponsor with the opportunity to provide tandem jumps for nominated individuals.
2. For the typical event, the transportation support required will be four full-sized sedans, two minivans, and one 15-passenger van. In some cases, two additional mini-vans can be substituted for the single 15-passenger van. Tahoe-style trucks and mini vans may also be substituted for the sedans. Such substitutions should only take place when the requested vehicle is not available. All vehicles should be in good condition.
3. Vehicle requirements reflect the minimum support capable of transporting our personnel and equipment; there can be no substitutions without the consent of the Event Coordinator. Because of the large volume of equipment carried by each team member, full-sized, four- door sedans (or suitable substitutes) are required. The full- size van must be a 12/15 passenger or larger van with bench style seats in the passenger compartment. All vehicles should be provided with full fuel and the show sponsor will be responsible for any incurred cost associated with the vehicles, such as parking fees.
4. One of the sedans must be made available to the Advance Representative upon his arrival - usually two days prior to the Team's arrival. All vehicles should be available for the Advance Representative to inspect one day prior to the Team's arrival.
5. All vehicles must have access to the ramp / flight line area. No restrictions will be placed on vehicles. Additionally, the vehicles will need to be staged at the airport, adjacent to the designated aircraft parking area, full of fuel prior to the Team's arrival. The vehicles will be turned in to the same location where they were received.

6. Passes to identify vehicles to security/traffic personnel should also be provided for these vehicles. This will expedite our entry and exit to the show site while preventing us from being misdirected with ordinary show traffic.

C. SUSTENANCE

1. Conducting freefall parachute jumps can be extremely physically demanding, and Golden Knights typically perform several times per show day. When considering debrief time, time spent with recruiters, re-packing and a second round of equipment preparation, often there is little time available in between performances to search for the food and water needed to maintain peak performance. We ask show sponsors to consider having food, water, and other beverages available for up to 18 Golden Knights to help ease the high tempo we experience while conducting multiple demonstrations in a single day. All Team members will reimburse show sponsors at reasonable rates for food that is purchased for them.
2. Water and ice for coolers will be supplied to the Team during summer months. This will be coordinated between the show POC and the Advance Representative.

D. OPERATIONAL

1. **Dedicated POC**. The POC (point of contact) established by the show sponsor to meet the Advance Representative and work with the Team during the event must be dedicated to that purpose. This person must be fully informed of all event activities and must have decision making authority.
2. **Event passes.** A minimum of 25 event passes per day (with parking passes) will be required for each Golden Knight performance. This is to allow Community Partners, U.S. Army Recruiters, U.S. Army Cadet Command Personnel, Cadets, Future Soldiers, and other designated military personnel to participate in the event.
3. **Cutaway coverage**. The show sponsor or POC will designate an individual with transportation for recovery during every performance. This will be done in the event there is a main canopy jettison as part of the Full Show or a malfunction. This designated individual must be equipped with a cell phone, have adequate transportation, and permission to cross runways. This individual must also meet with the ground crew at the target area 25 minutes prior to each performance.
4. **In-brief room for arrival.** The show sponsor must provide a room to the Advance Representative to in-brief the Team upon their arrival. This room must be capable of occupancy for up to 25 people with table and chairs and a restroom nearby. If tandem jumps have been coordinated as part of the event, this room can/may be used to brief passengers and press, in which case a TV capable of playing a DVD is required as well.
5. **Fuel.** Our aircraft may require fuel after each performance. It is essential that fuel be available for each request and arrive no later than 10 minutes after the aircraft has parked in its designated area and shut down engines. Although the Golden Knights will pay the cost of fuel, show sponsors are responsible for ensuring fuel is available at the government contract rate, otherwise show sponsors are responsible for reimbursing the Team for the cost of fuel above and beyond the government contract rate. If a DoD jet team is performing after the Golden Knights, it is imperative that a fuel truck be pre-positioned at the designated parking location to avoid long delays caused by the movement restriction during jet team performances.
6. **Show line diagram.** One air show diagram depicting the airfield will be provided to the Event Coordinator prior to the team's arrival. This diagram will be used to illustrate the layout of the show line and the target area.

7. **Sound.** For demonstration jumps, a sound system will be provided (already set up) that has the following properties:
    a. Enables the narrator to view the jumpers in freefall and upon landing
    b. Can play audio files (i.e., iPod/iPhone compatible)
    c. Is of show quality (i.e., no megaphones, single-speaker systems, etc.)
8. **Narration.** Under no circumstances will the air show announcer promote sponsors, give shout outs, etc. over the public address system during a Golden Knights performance. The Golden Knights narrator's control of the microphone will be uninterrupted from the time they step out onto the target area until the time they close the show.
9. **Restrooms.** Restrooms (portable or fixed) should be available within 100 yards of the tie down point for the aircraft.

E. MEDICAL

1. Medical support must be available at the demonstration site. An emergency response vehicle and a paramedic or emergency medical technician is the minimum level of expertise that must be on location before the jumpers will be allowed to exit the aircraft. The rescue vehicle must be equipped with a backboard, cervical collar (neck brace), and oxygen.
2. The medical crew should check-in with the Golden Knights ground crew 25 minutes prior to each demonstration and stay with the ground crew until each demonstration is complete.

III. AVIATION REQUIREMENTS

A. BASIC AIRCRAFT INFORMATION AND REQUIREMENTS

1. **Organic Aircraft.** The Golden Knights have two C-147 (DHC-8) aircraft dedicated to support each of the demonstration teams. The C-147's are high wing, dual engine, turboprop, tri- gear, transport aircraft, manned by a 3-person crew. The support requirements for the C-147 are listed below:

    a. Fuel – JP4/JP5/JP8 or Jet A (approx. 500 gallons daily) Government Contract or Contract Rate

    b. External Power Unit – 24 volts DC, 1500 amp, 3 prong

2. **Staging Airfield.** Due to safety considerations, the following minimum conditions must exist at airfields to permit operation of our support aircraft:

	Runway Length	Runway Width	Taxiway Width	Runway/Taxiway Load Capacity
C-147	5,000 ft	75 ft	30 ft	Twin Wheel 45,000lbs

3. **Runways must be hard surface**. If the runway does not meet the weight limitation requirements, the airport manager must provide the Team with a letter of waiver, granting specific authorization for our support aircraft to land at the airfield. The Golden Knights Aviation Section will make the final decision about airfield acceptability.

4. **Aircraft Parking**. The Golden Knights require an area large enough to park the aircraft being used as a jump platform. Our C-147 does not have reverse. The area required is:

	Width	Depth
C-147	200 ft	160 ft

*NOTE: The Golden Knights aircraft will NOT be used as a static display

B. WEATHER CONSIDERATIONS

1. Aviation Regulations require aircraft clearance of 500 feet below the clouds. Our minimum parachute-opening altitude is 2000 feet AGL.
2. Wind. Surface winds cannot be excessive. The standard limit for winds is 20 kts with gusts not greater than 12 kts but may vary based upon local ground hazards and turbulence. The Team Leader will make determination of wind suitability at the time of the jump. The Team Leader is responsible for the safety of his team -his decision is final. Winds may exceed safe jump conditions but still allow for an aircraft flyby if crosswinds are not a factor. The Air Boss may make such a request with the final decision being made by the Team Leader and aircraft Pilot in Command.

C. FAA REQUIREMENTS

1. The Federal Aviation Administration has established regulations governing the conduct of aircraft flights and parachuting activities in the public domain. The major requirement which will impact show sponsors is the

requirement that an FAA Form 7711-2, Application for Certificate of Authorization, be submitted to the Local Flight Standards District Office (FSDO). This is required for any parachute jumps made into, or over, a congested area or open assembly of persons. The Application for Certificate of Authorization is completed by the show sponsor. A copy of the approved Certificate of Authorization (7711-1), with all the Special Provisions, must be forwarded to the Golden Knights Event Coordinator for review as soon as it is received from the FSDO.

2. The Federal Aviation Administration has authorized the Golden Knights to make the technical judgments pertaining to the safety of the jumps we make under FAA Special Order 8900.1, section 17. We, in turn, must provide a statement certifying that adequate safety margins exist at the demonstration site.
3. Site Authorization. If the demonstration site is not owned by the show sponsor or the employer of the sponsor, a letter of permission authorizing the Golden Knights to make a parachute demonstration jump onto the property must also be submitted along with the FAA 7711-2. A copy of the letter must also be provided to the show coordinator along with the approved Authorization. Note: If the jump is to be made adjacent to an airport or in an airport traffic area (ATA), permission is required from the controlling tower before the demonstration jump can be made.
4. FAA Time Constraints. FAA Form 7711-2 must be submitted to the FAA (FSDO) not later than 45 days prior to the event for air shows, and not later than 10 working days prior for all other events.
5. Notice to Airmen (NOTAM). The FAA requires that a NOTAM be filed with the local Flight Service Station (FSS) servicing your area. The show sponsor is responsible for filing ALL NOTAMs and advisories deem necessary by the FAA. Your local FSDO or FSS can assist and advise you on how to file a NOTAM. NOTAMs can be filed by calling 1.800.992.7433

D. INSTRUCTIONS FOR FILLING OUT FAA Form 7711-2

1. Name of Organization – Your Unit or Organization
2. Name of responsible person – Preferably you Air Operations, Show Control, or head of your organization
3. Permanent mailing address – Your Unit or Organizations mailing address
4. FAR Section and number to be waived – None IAW 14 CFR 105.21/25.
    a. Detailed description of proposed operation. The US Army Parachute Team, Golden Knights has permission from_____ to conduct a Demonstration Parachute Jump into _____ to include freefall maneuvers and canopy relative work. Time on target will be approximately _____hrs local, with jumpers. There will be 3 passes (1-0-xx) with staggered landings on target. The USAPT Golden Knights is the US Army's official DOD sanctioned parachute team and has determined that adequate safety margins exist at this site. Jumpers will not exit the aircraft until approved to do so by_____ approach. An aerial photo of the drop zone is attached. If your event is not an air show, then eliminate “aircraft fly-by”
5. Area of operation – A circle with a 2 nautical mile radius, the center of which is located on the___ radial for___ nm from the____ VOR, surface to 13,000 ft MSL.
6. (9a/9b). Beginning and ending date and hour – ½ hour before start time/date and ½ hour after end time/date.
    a. Aircraft make and model – C147/DHC-8 unless another aircraft is being utilized.
    b. Pilot’s name – US Military Aviators
    c. Certificate number and rating – N/A to military pilots
7. Home address:

USAPT Golden Knights
P.O. BOX 73712
FORT LIBERTY, NC 28307-0126

The remainder of the form, 9-15, is to be filled out for air show or air race only.

IV. GOLDEN KNIGHTS CAPABILITIES

A. PLANNING CONSIDERATIONS

1. The team leader for the assigned demonstration team will work with the event organizers to best determine and tailor the most dynamic aerial demonstration for your airshow or event. There will be multiple considerations that need to be examined. The following elements will be analyzed, but are not limited to:
   a. Time allowed for performance (**min 5 mins, max 30 mins**)
   b. Space allotted for Drop Zone (**150' x 350' required for modernized demonstration**)
   c. Weather conditions at the time of performance
2. The following sequence illustrates exactly what actions the Golden Knights' aircraft must take to ensure the timing and landing accuracy, which is critical to the success of a Golden Knights demonstration.
   a. The aircraft takes off 30-40 minutes prior to the scheduled start time for the demonstration.
   b. The aircraft flies over the target area at 2,000 feet AGL for a Wind Drift Indicator (WDI) drop immediately after takeoff.
   c. The aircraft makes left-hand orbits over the target area while the jumpmaster watches the WDI's land. WDI's are used to determine opening and exit points (approx. 2-3 minutes).
   d. The aircraft begins climbing orbits over the target area to an altitude of 12,500 feet AGL. Orbits are 3-4 minutes in duration taking about 15-17 minutes for the aircraft to reach jump altitude.
   e. The aircraft continues orbiting over the target area. Jump-runs are aligned to adjust timing.
   f. "Hot target" is called up to the aircraft by the ground control, and the show begins.
   g. Aircraft conducts fly-by (if situation permits).
   h. Aircraft lands. The aircraft landing will be no later than 15 minutes after the show is completed. The strictness of this requirement is due to several factors, including press rider endurance and cold/thin air conditions at altitude.
3. Provisions must be made for a Wind Drift Indicator (WDI) drop over the target area for each jump performance once the aircraft reaches 2,000 feet AGL. This will be conducted immediately after takeoff. Failure to be able to drop the WDI's will result in the cancellation of the demonstration. WDI's are critical to our demonstration of actual wind speed and direction.
4. High altitude jet demonstrations (to include the Blue Angels and the Thunderbirds) cannot be scheduled immediately prior to or directly after the parachute demonstration. High altitude jet demonstrations prohibit our jump aircraft from flying overhead to set up its orbits and timing for the demonstration. Jet "run-up" will drown out any narration, and for that reason no jet "run-ups" will take place within 1000 feet of the target area.
5. A minimum of three hours is needed from the time the last jumper lands on the first show of the day to the time the aircraft takes off for the second show. This time may be extended depending on the location of the departure airfield.
6. When developing your show and schedule, please reference the above planning considerations to ensure there are no conflicts with our time requirements.

B. MEDIA / ARRIVAL DEMONSTRATIONS

1. The Golden Knights will normally perform a Media / Arrival Demonstration on the day of their arrival at the event location. This demonstration usually consists of a mass exit of jumpers during a single pass over the show site. A request for a Media / Arrival Demonstration should be addressed to the Golden Knights Event Coordinator.

2. The Media / Arrival Demonstration is geared specifically for the news media. Team members will provide personal interviews before or after each show, if requested. The Media / Arrival Demonstration is an ideal time for inviting special interest groups such as the handicapped and senior citizens to view a parachute demonstration. Our local recruiters may also conduct a function with members of the Army's Future Soldier Program.
3. It is not necessary that the Media / Arrival Demonstration be conducted at the same location as the actual air show or event. However, adequate time must be allowed for coordination of any additional airspace clearance and FAA Authorization / Waiver required for the jump.

C. NARRATOR

1. At the beginning of each performance, a single jumper will exit and freefall to a designated opening altitude. After opening his or her parachute, a flag will be deployed. That flag can be a U.S., State, POW/MIA, or other appropriate flag requested by the sponsor. Commercial sponsor flags will not be flown. As the flag is deployed the National Anthem or God Bless America can be played. After landing in the target area, the jumper will move to the show center and narrate the remainder of the show.

D. AERIAL DEMONSTRATION MANEUVERS

- **Advanced Canopy Relative Work**: Up to four jumpers fly their parachutes into one another causing what would at any other time be a malfunction and perform dynamic and exciting formations.
- **High Performance Canopy Landings**: A jumper will fly a much smaller parachute, diving at the ground before planning out inches over the ground and streaking by at speeds in excess of 70 miles per hour.
- **Synchronized High Performance Canopy Flight**: Two or more jumpers will fly their small high performance parachutes inches apart from one another in freefall like high performance jet aircraft. Following the air flight, they will perform high performance canopy landings.
- **Synchronized Wingsuit Flight**: Two or more jumpers with wingsuits on fly together merely inches apart from one another like high performance jet aircraft. At a predetermined altitude they will split off performing a bomb burst maneuver with their smoke trails.
- **Wingsuit Track Out:** Two jumpers, will exit the aircraft, the first will have on a wingsuit while the second our standard jumping equipment. They will both attempt to gain as much lift as possible, this will demonstrate the extreme difference in flight capabilities.
- **Cutaway:** A single jumper exits the aircraft and intentionally causes one of his parachutes to malfunction. This maneuver demonstrates what a parachutist would do should an actual malfunction occur.
- **Drop Flag:** A single jumper will fly our 1200 square foot drop flag, showcasing the incredible capabilities of our larger accuracy canopies to be able to land the jumper and the extra 1200 square feet of material alongside a 35-pound weight safely.
- **Low pull with flags and accuracy landings:** One or more jumpers will exit the aircraft and fly all the way down to our minimum opening altitude of 2000 feet above ground level. As this progresses you will be able to see the jumpers better and better as the accelerate earthward, being able to see the complete outline of the jumper. They will then open their main parachutes flying flags and land with pinpoint accuracy on our target.

- **Mass/Mini Mass:** During the Mass Exit, all jumpers exit the aircraft at the same time, and based upon exit altitude, join together while in freefall to form a large formation in the sky. At a predetermined altitude, the jumpers will separate, creating a bomb-burst in the sky with their smoke.
- **Stack out:** All jumpers on the plane will exit the aircraft with about 2 seconds of separation and await the Team Leaders signal. They will all simultaneously open their main parachutes and perform accuracy landings on the target.
- **Baton Pass:** two jumpers exit the aircraft and demonstrate the basics of flight control by flying their bodies together and linking up while in freefall. Once together, they will exchange a 14-inch wooden baton.

E. ADDITIONAL CONSIDERATIONS

- **Lineup.** Once all the jumpers are on the ground, they assemble in a lineup before the spectators for individual introductions and presentation of the baton to a distinguished member of the audience (selected by the sponsor and/or the Golden Knights).
- **Fly-by.** When permissible, our Golden Knights aircraft (usually a C-147/DHC-8) will conclude the show by performing a fly-by at the end of the lineup. At the conclusion of the lineup introductions, the aircraft will perform a fly-by at no lower than 100 feet AGL along the 500-foot line. The aircraft will land on the appropriate runway after the fly-by.
- **Full shows** can only be conducted over airfields or large open areas. The full show lasts approximately 30 minutes. The full show is designed to be both educational and appealing to the general audience. It consists of four basic maneuvers performed from an altitude of 12,500 feet above the ground. The maneuvers are designed to show the amount of control a jumper has while falling through the sky in excess of 120 miles per hour.

F. TANDEM REQUEST

1. Tandems are not a standard practice for every airshow or event. Tandem requests will be a case-by-case basis for each show. Tandem requests will go through our Tandem Coordinator who will assess whether our Tandem Team has the availability to support on the request date. Our Tandem Team is heavily involved with supporting the United States Army Recruiting Command and have very limited availability to take on additional request throughout the show season.

V. PUBLICITY AND PUBLIC RELATIONS

A. PRE-EVENT

1. Our Media Relations department is standing by to assist you to publicize the Golden Knights' involvement in your event. If you would like to request a digital Media Release Kit or would like ideas on how to publicize your event, please contact our Media Relations Director.
2. Coordination for media related activities, to include a Press Show, may be conducted through the USAPT Event Coordinator prior to the event. Please note that requests for a Press Show may be declined based upon logistical considerations.
3. USAPT Media Relations Director:
    a. Email: tr-usarec-meb-usapt-media_relations@army.mil
    b. Comm: 910.396.7423

B. MEDIA RIDES

1. While on show site, our Team receives many requests to place members of the media aboard our aircraft. We welcome the opportunity to meet with the media and have them on board during each flight, but we stress that the show sponsor must ensure they meet the following basic criteria:

    a. Each member of the media is carrying credentials and is a bona-fide media representative (i.e., not an intern, borrowed credentials, spouse of a news reporter, etc.).
    b. Each media person is dressed appropriately, to include closed toe shoes, jacket, hat, scarf, gloves, etc. as the temperatures at jump altitude can be very cold in an open- door aircraft, even in summertime.
    c. Each media person will be always escorted by either the Team members or the show sponsor's designated Golden Knights POC. At no time should any media be allowed on board our aircraft without our prior knowledge and an escort.
    d. Each media person must be at least 18 years old.
    e. The maximum number of press riders for any given flight is six.

C. MEDIA FEEDBACK

1. Our continued ability to support the air show community comes largely from feedback we receive from performances around the country. To that end, we respectfully request that show sponsors try to send us newspaper clippings, copies of television coverage, and include us on social media as we may generate in support of their event.
    - Facebook.com/usarmygoldenknights
    - Youtube.com/usarmygoldenknights
    - Instagram.com/armygoldenknights
    - Twitter.com/ArmyGK

APPENDIX A
COORDINATION TIMELINE & OPERATIONAL CHECKLIST

A. EVENT COORDINATION TIMELINE

1. **1 Year - 3 Months Prior**
   - **a.** Submit completed DD 2535 to the GK Scheduler.
   - **b.** Receive Confirmation that event has been added to the GK schedule (at ICAS or via phone or email conversation with GK Operations).
   - **c.** Select a single point of contact (POC) for all coordination with the Golden Knights.
   - **d.** Submit an Airshow Information Sheet to GK Event Coordinator as soon as possible. Update missing information as soon as possible.
   - **e.** Read and understand the contents of this Support Manual.
2. **60 Days Prior**
   - **a.** Send show fee to GK Operations no later than 60 days prior to the event.
   - **b.** Final Airshow Information Sheet submitted to GK Event Coordinator.
3. **30 Days Prior**
   - **a.** Submit changes to the GK Event Coordinator whenever needed, but not closer than 30 days prior to the event.
4. **Two Weeks Prior**
   - **a.** Forward a copy of all FAA Certificate of Authorizations with all Special Provisions to the GK Event Coordinator no later than two weeks prior to the event.
5. **Two Days Prior**
   - **a.** POC meets GK Advance Representative at pre-arranged location and time with the Advance Representative Checklist.
6. **Two Weeks After**
   - **a.** Send media coverage details to the GK Media Relations Director.

B. EVENT OPERATIONAL CHECKLIST

1. **Point of Contact**
   - **a.** Only one individual is assigned as the POC throughout the planning process. Individual is dedicated to the Golden Knights and has no other additional duties.
2. **Event Passes**
   - **a.** A minimum of 25 event passes per day (with parking access) is provided to the Advance Representative.
3. **Cutaway Coverage**
   - **a.** A dedicated driver with vehicle and access to all areas of the show site will be on station throughout any Golden Knights performance. Meets ground crew 25 minutes prior.
4. **Arrival In-Brief Room**
   - **a.** A room will be provided for the Advance Representative to in-brief the Team upon their arrival. Room must be large enough for 25 people, have access to a restroom, and be equipped with tables and chairs.
5. **Fuel**
   - **a.** Fuel trucks meet GK aircraft not later than 10 minutes after the aircraft has parked and shut down engines. Fuel should be sold at the government contract rate.

EVENT OPERATIONAL CHECKLIST (cont.)

6. Show Line Diagram

- **a.** One air show diagram depicting the airfield and landing area will be provided to the Advance Representative.

7. Sound

- **a.** A sound system will be provided for media shows whenever possible.
- **b.** For jumps, a sound system will be provided that enables the narrator to view the jumpers in freefall and upon landing, can play portable media music, and is of good quality

8. **Narration**

- **a.** No announcements will be made over public address systems during the Team's performance.

9. **Recruiting Space**

- **a.** A minimum of 20' x 20' space will be designated for use by local area Army recruiters. This space will be positioned in a high traffic area central to the show line.

10. Medical

- **a.** Medical coverage, consisting of a minimum of one paramedic or emergency medical technician, will be on site for each demonstration jump. Medical crew will check in with the GK ground crew 25 minutes prior to each performance.
- **b.** Medical rescue vehicle is required and must be equipped with a backboard, cervical collar (neck brace), and oxygen.

11. Night Shows

- **a.** Target area will have unobstructed and level ground. Size of landing zone will be determined by the Team Leader to assess adequate space based on event location.
- **b.** Area is well lit with lights a minimum of 15' above the ground.

APPENDIX B
PERSONNEL SUPPORT CHECKLIST

A. Lodging

a. Up to 18 single occupancy rooms reserved under the name "Golden Knights" (actual number depends on coordination with GK Event Coordinator). Lodging is reputable and on par with the local maximum military rate. Golden Knights are co-located with other DoD teams whenever possible. All rooms are reserved as close together as possible.
b. Advance Representative's room is available the morning of his arrival. All other rooms are available for inspection prior to Team's arrival. Advance representative has access to all room keys prior to Team's arrival.
c. All male, female, officer, and enlisted housed in the same area (military installations only).
d. Hotel must have high speed internet available and climate controls standard in all rooms.
e. Hotel must also be near a restaurant serving full-course meals.

B. Transportation

a. All vehicles specified in Section III (C) are provided.
b. One sedan provided to the Advance Representative upon his arrival.
c. Passes to identify each of these vehicles to security and traffic personnel are provided to the Advance Representative. All vehicles have access to the ramp / flight line area.
d. All vehicles are clean, fully fueled, and have low mileage.

C. Athletic

a. Access to a suitable gym facility (if available).

D. Sustenance

a. Provide water and ice for coolers during summer months.
b. Bring food and water for purchase for 18 Golden Knights in between same-day performances when possible. Inform the Advance Representative ahead of time that food (from vendors or otherwise) will be made available for purchase so that they may have cash on hand for reimbursement.

APPENDIX C
MEDIA SUPPORT CHECKLIST

A. MEDIA RIDER QUESTIONNAIRE

1. **Media Packet**
   - **a.** Our Media Relations department is standing by to assist you to publicize the Golden Knights' involvement in your event. If you would like to request a digital Media Release Kit or would like ideas on how to publicize your event, please contact our Media Relations Director.
2. **Press Show**
   - **a.** A press show can be coordinated through the GK Event Coordinator. Press shows will be granted based upon time of arrival and may not be guaranteed for all events.
3. **Media Rides**
   - **a.** Media rides may be coordinated through the Advance Representative on site and will need to satisfy the requirements of the Media Rider Questionnaire before being approved.
   - **b.** Media rider Liability Release (Appendix F) have been completed for each press rider requesting to fly on the Golden Knight aircraft.
4. **Media Interviews**
   - **a.** Media interviews can be coordinated through the Advance Representative or any member of the Team on show site.

B. MEDIA RIDER QUESTIONNAIRE

- Does the person have credentials confirming their identity as a bona-fide member of the media?
- Is the person dressed appropriately for extreme cold temperatures (i.e., closed toe shoes, jacket, scarf, gloves, etc.)?
- Is the person at least 18 years old?
- Has a member of the Team been notified that the person wishes to be placed on a media ride and agreed to the request?

If any of these questions is answered NO, the person in question will not be allowed on board the GK aircraft until the situation has been corrected.

APPENDIX D
ADVANCE REPRESENTATIVE CHECKLIST

This appendix is provided to assist the show POC in preparation to discuss topics that will be covered during the initial discussion with the GK Advance Representative upon his/her arrival at the show site.

- NOTAMs filed with proper location, radius, altitude, etc.
- FAA Certificate of Authorization received
- Aircraft Support (fuel, tie down points, ramp access, access passes, restroom, etc.)
- Schedule and type for all shows (to include which flags to be flown, FAA briefing timeline, etc.)
- Cutaway recovery coverage (POC, contact info, location, etc.)
- Medical coverage (POC, contact info, location, etc.)
- PA system (portable media capable, location of mic, etc.)
- Media (interviews, press riders, etc.)
- Event passes
- Baton Recipients
- Vehicles
- Police Escorts (if needed)
- Socials (times, locations, attire, presentations, etc.)
- Hotel rooms
- Tandem operations (on occasion)
- Mats / Lithos (recipients)

DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY RECRUITING COMMAND
1307 THIRD AVENUE
FORT KNOX KY 40121-2725

10 March 2025

Office of the Staff Judge Advocate

Re: United States Army Self-Insurance

Dear Community Partners:

This letter is in response to your request for proof of insurance or to acknowledge an agreement to indemnify or hold harmless your business concerning the agreement with U.S. Army Recruiting Command. Please be advised that U.S. Army representatives are unable to sign proof of insurance agreements, indemnification agreements, or hold harmless agreements. However, as a part of the federal government, the U.S. Army is *self-insured*.

This letter is to provide you general information related to the self-insured status of Department of the Army organizations and the U.S. Federal Government generally. You should coordinate the legal implications of this information through separate legal counsel. As you are likely aware, you should not rely on this letter as legal advice or assume an attorney/client relationship between your business and our office.

Under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671–2680, the Federal Government waived its sovereign immunity under circumstances where damages to a third party are caused by the negligent or wrongful act or omission of a federal employee acting within the scope of employment under circumstances where a private person would be similarly liable under the law of the state involved.

Through the FTCA and similar laws, the U.S. Federal Government is self-insured up to the entire amount of the assets available in the U.S. Treasury. However, there are specific statutory and administrative requirements related to the filing, processing, and payment of claims against the U.S. Federal Government and the U.S. Army specifically. These requirements include statutes of limitation which may preclude recovery if the claim is not filed in a timely manner.

Answers to specific questions concerning the process of filing a claim should be obtained from separate legal counsel or the Area Claims Office responsible for the specific agency and location involved. You may obtain the contact information for the responsible Area Claims Office from the U.S. Army Claims Service, 4411 Lewellyn Avenue, Suite 5360, Fort Meade, Maryland 20755. You may reach them by phone at (301) 677-7009.

Further information regarding the U.S. Army Claims Service is publicly available at http://www.jagcnet.army.mil. Click on the Legal Services tab. Then click the Claims Website link.

U.S. ARMY

LIABILITY RELEASE OF:
DEPARTMENT OF THE ARMY
UNITED STATES PARACHUTE TEAM
"GOLDEN KNIGHTS"
FORT LIBERTY, NORTH CAROLINA, 28310

DATE: _____

In consideration for being permitted to fly as a passenger in, and/or parachute from, an aircraft operated by or on behalf of the United States of America, and on behalf of me, my personal representatives, my heirs, and assigns.

I, _____, do hereby release, discharge, and hold harmless, the United States, it's agents or employees from and all claims for property damage, personal injury, or death. Including, but not limited to; any and all claims arising from the negligence of said agents, servants and employees that may occur during said flights and or parachuting activities or arising from the ground operation incident thereto.

I fully understand that parachuting, parachute flight activities and flying in aircraft associated with parachuting activities are inherently dangerous and that my participation in such activities could result in serious injury or death. Additionally, in my personal capacity and as a representative of my employer,

Name of Employer: _____ Phone: _____.

I agree to hold harmless the United States Government and its agents, servants, and employees, from any and all claims, demands, actions, cost and attorney's fees for damage, injury or death, incurred by other (including both military, and/or civilian personnel) incident to my participation in parachuting or parachute flight activities.

FULL NAME: _____

ADDRESS: _____

_____

PHONE: _____

SIGNATURE: _____

WITNESS NAME: _____

WITNESS SIGNATURE: _____

IN CASE OF AN EMERGENCY CONTACT:

FULL NAME: _____

ADDRESS: _____

_____

PHONE: _____

Please Check the Media Outlet you represent:

Television ☐ Radio ☐ Other

Print ☐ Internet ☐ _____

APPENDIX J

RESET

DEMONSTRATION INFORMATION PACKET

EVENT NAME: LOCATION:

SPONSOR: EVENT WEBSITE:

DATE START: DATE END:

TEAM POINT OF CONTACT: EMAIL:

ADDRESS:

OFFICE PHONE: CELL PHONE:

REMARKS:

BUDGET OFFICE INFORMATION

POINT OF CONTACT:

OFFICE PHONE: CELL PHONE:

EMAIL ADDRESS:

NAME OF EVENT:

TAX ID NUMBER:

NAME OF FINANCING ORGANIZATION:

NUMBER OF EVENT DAYS REQUESTED ($4,000 per day):

ADDITIONAL COMMENTS

** Please reference the full support manual for additional support requirements required for the team. If payment is not received 30 days prior to the event, the event will be considered for cancellation and the demonstration team supporting the event will be rescheduled for another event. **

DEMONSTRATION INFORMATION

Fill out one block for each jump.

DATE/TIME (5:00am/pm)

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

DATE/TIME

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

DATE/TIME

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

DATE/TIME

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

DATE/TIME

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

DATE/TIME

LOCATION: STAGING AIRPORT:

DRIVING DISTANCE / TIME FROM DROP ZONE TO AIRFIELD:

BATON PRESENTATION: RECIPIENT:

AUTHORIZATION FILED: BY:

NOTAM FILED: BY:

REMARKS:

HOTEL ACCOMMODATIONS

HOTEL: PHONE:

ADDRESS: FAX:

POINT OF CONTACT(Name/Title): NUMBER OF ROOMS:

Distance/Time from Hotel to Airport:

RATE: MAX GOV Lodging Rate:

REMARKS:

TRANSPORTATION

RENTAL AGENCY/DEALER: RATE:

POINT OF CONTACT: TELEPHONE:

VEHICLES: SEDANS: MINI VANS: 12/15 PAX:

LOCATION OF ADVANCE REPRESENTATIVE VEHICLE:

REMARKS:

** Vehicles are to be paid for by the sponsor unless otherwise determined by Event Coordinator prior to Team's arrival **

FAA INFORMATION (Airshows)

FLIGHT STANDARDS DISTRICT OFFICE:

POINT OF CONTACT: SHOW MONITOR:

TELEPHONE: FAX: Date Mailed:

REMARKS:

AIRFIELD INFORMATION

AIRFIELD NAME(Designator): TOWER FREQUENCY:

LOCATION: FBO NAME:

POINT OF CONTACT: TELEPHONE:

ELEVATION: RUNWAY LENGTH: RUNWAY WIDTH:

HOURS OF REFUEL: FUEL TYPE AVAILABLE:

PARKING: TIE DOWN POINTS AVAILABLE: APU:

GOVERNMENT CONTRACT RATE: METHOD OF PAYMENT:

PPR NUMBER REQUIRED:

POINT OF CONTACT: TELEPHONE:

AIR SHOW CONTROL FREQUENCY:

ANY SPECIAL NOTES ABOUT AIRFIELD:

** Sponsor must ensure that airfield fuel is at government rate or they must pay the difference **

SOCIAL ENGAGEMENTS (Air Shows)

** Fill out one block for each social event.

Date: Time: Type dress: Duration:

Location:

Point of Contact: Telephone:

PRESENTATIONS: To:

Driving Distance / Time from Hotel to Social:

Remarks:

Date: Time: Type dress: Duration:

Location:

Point of Contact: Telephone:

PRESENTATIONS: To:

Driving Distance / Time from Hotel to Social:

Remarks:

Date: Time: Type dress: Duration:

Location:

Point of Contact: Telephone:

PRESENTATIONS: To:

Driving Distance / Time from Hotel to Social:

Remarks:

ADVANCE REPRESENTATIVE INFORMATION

Person meeting Advance Representative at Destination:

Closest / Best Commercial Airport for Advance Rep to fly into:

Remarks:

**GK Advance rep will contact POC with flight / arrival information prior to departure for show site **

RECRUITERS INFORMATION

LOCAL RECRUITING STATION:

POINT OF CONTACT: TELEPHONE:

ADDRESS:

Brigade: BATTALION: COMPANY:

REMARKS:

SPECIAL NOTES

AIR BOSS: TELEPHONE:

MEDIA POINT OF CONTACT: TELEPHONE:

MEDICAL COVERAGE FOR EACH JUMP: CUTAWAY RECOVERY FOR EACH JUMP:

PA SYSTEM WITH CD CAPABILITIES: RAMP PASSES:

FAA BRIEFING LOCATION:

Remarks:

Air Show Webpage: Air Show Twitter:

Air Show Facebook:

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. 1. Discussion to authorize and accept a $183,397 Federal Aviation Administration Airport Infrastructure Grant, with a required local match of $9,653, to design and construct pavement rehabilitation for the P-51 Taxilanes and authorize the County Manager to sign any required paperwork; and augment the Fiscal Year 2026-27 Airport Budget by the amount of the grant. 2. Approve Notice of Award to CR Contracting for the project. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
1. Accept a $183,397 Federal Aviation Administration Airport Infrastructure Grant as presented; authorize the County Manager to sign any required paperwork; and augment the FY 2026-27 Airport Budget by the amount of the grant. 2. Approve Notice of Award to CR Contracting for the project.

FINANCIAL IMPACT:
Federal Aviation Administration Reauthorization Act of 2024 provides 95% grant funding, in the amount of $183,397, with a 5% match amount from the County ($9,653). The FY 2026-27 Airport Budget will be augmented by the amount of the grant. Matching funds will come from the Airports Capital Reserves.

BACKGROUND:
This project will aid in the ongoing maintainance of the existing pavement areas for the P51 taxilanes which have a current Pavement Condition Index (PCI) rating of just 53.

ATTACHMENTS:
Grant Form 27F08.pdf
MEV-WPG-3-32-0013-048-2026-Grant_Agreement.pdf
0 MEV P-51 Taxilanes Rehab Final Grant App_FULLY EXECUTED_RECORDED.pdf
1 25699 Notice of Award.pdf

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	8.24.26	**Fund-Department #**	360 / 611
Project Number	27F08	**Fund-Department Name**	Airport
Grant Title	Rehabilitate P-51 Taxilanes [Design & Const] PCI 53		
Grant Purpose	The objective of this project is to design and construct pavement rehabilitation for the P-51 Taxilanes.		
Awarding Entity	Federal Aviation Administration		
Total Grant Funds	$ 183,397.00		
Grant Start Date	6.16.2026	**End Date**	6.15.2030
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)	
Federal CFDA#	20.117	**Agreement Number**	3-32-0013-048-2025
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☑ Monthly ☑ Quarterly ☐ Semi-Annually ☑ Annually ☐ Upon Completion		
Reporting Due By	SF-270, SF271 due 31 Dec Performance 5100-140 5370-1 due 30 end of fiscal year	**(EX: 10th, 15th, 30th after the end of the Quarter)**	
County Match Required?	☐ No ☑ Yes - enter $amount or %	**Match Amt**	$9,653 **or Match %** 5%
Match Type	☐ In-Kind **or** ☑ Cash		
Approval to apply	*D Swickard*	**Date**	**8.24.26**

Complete only GREY areas

	Fund	Dept		
Fund-Department #	360	611	**Project Number**	**27F08**
Fund-Department Name	Airport			

Financial Information

Source of Funds

(Name of Awarding entity)

Revenue					
360-000 331.500	Grant Revenue - Federal	$ 183,397.00	$ -	$ -	
360-000 331.510	Grant Revenue - State	$ -	$ -	$ -	
360-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 183,397.00	$ -	$ -	
	Match - Non Grant Reimbursement	$ 9,653.00	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ -	$ -	$ -
360-611 532.003	Gas & Oil	$ -	$ -	$ -
360-611 520.088	Utilities	$ -	$ -	$ -
360-611 521.100	Professional Services	$ -	$ -	$ -
360-611 520.116	Vehicle Maint - Co	$ -	$ -	$ -
360-611 520.156	Insurance	$ -	$ -	$ -
360-611 533.800	Office Supplies	$ -	$ -	$ -
360-611 520.085	Communications	$ -	$ -	$ -
360-611 532.050	Food Commodities	$ -	$ -	$ -
360-611 000.000	Operating Expense	$ -	$ -	$ -
360-611 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
360-611 562.100	Grants-Capital Outlay	$ 183,397.00	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 183,397.00	$ -	$ -
360-611 562.100	Grant Match - Capital Outlay	$ 9,653.00	$ -	$ -
360-611 511.150	Grant Match - Salary		$ -	$ -
360-611 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ 9,653.00	$ -	$ -
	Total Expenditure	$ 183,397.00	$ -	$ -
	Total Match	$ 9,653.00	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY26-27	$ 183,397.00
FY27-28	$ -
FY28-29	$ -

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Nevada

Phoenix Airports District Office: 3800 N Central Ave, Ste 1025 Phoenix, AZ 85012-2136

August 20, 2026

Jenifer Davidson
County Manager
1146 Airport Rd.
Minden, NV 89423

Dear Ms. Davidson:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-32-0013-048-2026 at Minden-Tahoe Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. messar mustafa, (480) 526-6024, Messar.A.Mustafa@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kyler Erhard (08/20/2026 12:00:52 PDT)

Kyler Erhard
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 20, 2026
Airport/Planning Area	Minden-Tahoe Airport
Airport Grant Number	3-32-0013-048-2026
Unique Entity Identifier	KE5GF37F6F95

TO: County of Douglas

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 26, 2026, for a grant of federal funds for a project at or associated with the Minden-Tahoe Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Minden-Tahoe Airport (herein called the “Project”) consisting of the following:

Rehabilitate Taxilanes (Design and Construct)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $183,397.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $183,397 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 22, 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. <u>Signage Costs for Construction Projects.</u> The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kyler Erhard (08/20/2026 12:00:52 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 21, 2026

County of Douglas

(Name of Sponsor)

Heather MacDonnell

(Signature of Sponsor's Authorized Official)

By: Heather MacDonnell

(Typed Name of Sponsor's Authorized Official)

Title: Airport Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**County of Douglas**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 26, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
MINDEN TAHOE AIRPORT

2026-1033884
05/29/2026 04:14 PM
Pgs=14

00212232202610338840140145

SHAWNYNE GARREN, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name: Elizabeth Corgiat

Department: Airport

Item ID/Agreement #: DC-3743-2026

Type of Document: (please select one)

- ☐ Agreement
- ☐ Contract
- ☒ Grant
- ☐ Change Order
- ☐ Easement
- ☐ Other specify: _____

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

FILED
NO. DC-3743026
5/19/26
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY
DEPUTY

*3. Date Received:

4. Applicant Identifier: MEV

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Douglas County, Nevada

*b. Employer/Taxpayer Identification Number (EIN/TIN): 88-6000031

*c. UEI: KE5GF37F6F95

d. Address:

*Street 1: 1146 Airport Road
Street 2:
*City: Minden
County/Parish: Douglas
*State: NV
*Province:
*Country: USA: United States
*Zip / Postal Code 89423-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
*First Name: Heather
Middle Name:
*Last Name: MacDonnell
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (775) 782-9871

Fax Number:

*Email: hmacdonnell@douglasnv.us

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

IIJA

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Rehabilitate P-51 Taxilanes [Design & Const] PCI 53

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: II *b. Program/Project: II

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2026 *b. End Date: 12/31/2026

18. Estimated Funding ($):

*a. Federal	$ 183,397
*b. Applicant	$ 9,653
*c. State	
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 193,050

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Philip

Middle Name: _____

*Last Name: Ritger

Suffix: _____

*Title: Public Works Director

*Telephone Number: (775) 783-6480 Fax Number:

* Email: pritger@douglasnv.us

*Signature of Authorized Representative: Phil Ritger *Date Signed: 5/26/26

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency)
on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Douglas County has a compatible land use plan in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances which could impact the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

It's consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No public hearings are necessary as this project is not a new airport, runway, or major runway extension.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

No certification necessary as this project is not a new airport, runway, or major runway extension.

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes, the most currect Exhibit A dated December 2016 has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			61,240
5. Other Architectural engineering fees			
6. Project inspection fees			47,790
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			79,020
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 193,050
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			193,050
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 193,050
19. Federal Share requested of Line 18			183,397
20. Grantee share			9,653
21. Other shares			0
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 193,050

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	9,653
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 9,653
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 9,653

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A dated December 2016 incorporated by reference.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Rehabilitate P-51 Taxilanes [Design & Const]

AIRPORT: Minden-Tahoe Airport

1. Objective:

The objective of this project is to design and construct pavement rehabilitation for the P-51 Taxilanes.

2. Benefits Anticipated:

This project will aid in maintaining the existing pavement areas. Current PCI: 53

3. Approach: (See approved Scope of Work in Final Application)

Refer to approved Scope of Work.

4. Geographic Location:

3.5 miles north of Minden, Douglas County, Nevada

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Heather MacDonnell
1146 Airport Road, Minden, NV 89423
(775) 782-9871

Lochner
egis

1575 Delucchi Lane | Suite 219
OFFICE 775.346.3010

Reno, Nevada 89502
hwlochner.com

April 23, 2026

Ms. Heather MacDonnell
Douglas County
1594 Esmeralda Ave
Minden, Nevada 89423

RE: Award Recommendation Letter
Schedule I – Rehabilitate P-51 Taxilanes
Minden-Tahoe Airport – Minden, Nevada
AIG No. 3-32-0013-0xx-2026 | PWP No. DO-2026-205 | Lochner No. 25699

Ms. MacDonnell,

Bids were received for the above noted project on April 23, 2026. Four (4) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	TOTAL
CR Contracting	$79,020.00	$79,020.00
American Road Maintenance	$90,790.00	$90,790.00
Sierra Nevada Construction, Inc.	$124,007.00	$124,007.00
Maxwell Asphalt, Inc.	$146,222.50	$146,222.50

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. All four (4) bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List[1]	Proper Contractor Licensing[2]	Listed on State of Nevada Disqualified Contractors List[3]
CR Contracting	Yes	Yes	Yes	No	Yes	No
American Road Maintenance	Yes	Yes	Yes	No	Yes	No
Sierra Nevada Construction, Inc.	Yes	Yes	Yes	No	Yes	No
Maxwell Asphalt, Inc.	Yes	Yes	Yes	No	Yes	No

[1] *Based on information from the Federal System for Award Management website, accessed on April 23, 2026*
[2] *Based on information from the Nevada State Contractors Board website, accessed on April 23, 2026*
[3] *Based on information from the Nevada Office of Labor Commissioner website, accessed on April 23, 2026*

A great deal of effort was put forth to attract bidders to this project. A total of seven (7) potential bidders were sent the Invitation for Bids. A total of nine (9) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. A mandatory in person pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to CR Contracting for a total contract amount of $79,020.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIG No. 3-32-0013-0xx-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	$61,240.00
Construction Inspection and Administration	$47,790.00
Sponsor Administration	$5,000.00
Construction Cost	$79,020.00
TOTAL PROJECT COST	**$193,050.00**
FAA Share (95%)	$183,397.00
Local Share (5%)	$9,653.00

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Minden-Tahoe Airport (MEV) | 25699 - Taxilanes (#10082728)

Owner: Douglas County

Solicitor: Lochner

04/23/2026 10:00 AM PDT

					Engineer Estimate		CR Contracting		American Road Maintenance		ierra Nevada Construction, In		Maxwell Asphalt, Inc.	
	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Rehabilitate P-51 Taxilanes						**$84,370.00**		**$79,020.00**		**$90,790.00**		**$124,007.00**		**$146,222.50**
1	C-105	Mobilization (10% Max.)	LS	1	$7,670.00	$7,670.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$9,807.00	$9,807.00	$14,000.00	$14,000.00
2	P-101a	Minor Crack Repair	LF	1270	$6.00	$7,620.00	$6.25	$7,937.50	$3.00	$3,810.00	$15.00	$19,050.00	$5.00	$6,350.00
3	P-101b	Major Crack Repair	LF	2810	$12.00	$33,720.00	$8.00	$22,480.00	$10.00	$28,100.00	$17.00	$47,770.00	$14.00	$39,340.00
4	P-608	Asphalt Surface Treatment	SY	10970	$3.00	$32,910.00	$3.25	$35,652.50	$4.00	$43,880.00	$4.00	$43,880.00	$7.25	$79,532.50
5	P-620a	Permanent Markings	SF	350	$4.00	$1,400.00	$12.00	$4,200.00	$10.00	$3,500.00	$4.50	$1,575.00	$10.00	$3,500.00
6	P-620b	Temporary Markings	SF	350	$3.00	$1,050.00	$5.00	$1,750.00	$10.00	$3,500.00	$5.50	$1,925.00	$10.00	$3,500.00
Base Bid Total:						**$84,370.00**		**$79,020.00**		**$90,790.00**		**$124,007.00**		**$146,222.50**

State of Nevada

Douglas County

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 29th day of May, 2026

By Pamela Bakke Deputy

NOTICE OF AWARD

FOR IMPROVEMENTS TO
MINDEN-TAHOE AIRPORT
REHABILITATE P-51 TAXILANES
MINDEN, NEVADA

AIG NO. 3-32-0013-047-2026
PWP NO. DO-2026-205

TO: CR Contracting
64435 Strickler Avenue, Suite 100
Bend, OR 97703

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I has been accepted in the amount of Seventy-Nine Thousand Twenty Dollars and 00/100 ($79,020.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds and Proofs of Insurance within 15 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within 15 days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____day of _____.

DOUGLAS COUNTY
(OWNER)

By _____
Public Works Director
1594 Esmeralda Avenue
Minden, Nevada 89423
(775) 782-9871

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CR Contracting, Contractor

By: _____ Date: _____

Title: _____ Telephone: _____

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $28,400 service agreement with ARMOR, LLC, and authorize the County Manager to sign the contract and any related documents and to approve additional expenses of up to $7,000 as provided in the contract. The proposed agreement will provide Aircraft Rescue and Firefighting (ARFF), emergency response, and related fire and safety services for the upcoming 2026 Minden-Tahoe SkyFest Airshow on October 16-18, 2026. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve the $28,400.00 Products and Services Agreement with ARMOR, LLC, as presented, and authorize the County Manager to execute the agreement and any related documents and to approve additional expenses up to $7,000 for the accommodations identified in the contract.

FINANCIAL IMPACT:
The Minden-Tahoe SkyFest airshow is structured to be self-funded, with all event-related expenses, including the agreement with ARMOR, LLC, covered through ticket sales, sponsorships, vendor participation, and related event revenues. ARMOR, LLC, will receive $28,400 for Aircraft Rescue and Firefighting (ARFF), emergency response, and related fire and safety services, with additional expenses of up to $7,000 as provided for in the agreement, for a total potential cost of up to $35,400.

BACKGROUND:
The proposed $28,400 Products and Services Agreement with ARMOR, LLC will provide Aircraft Rescue and Firefighting (ARFF), emergency response, and related fire and safety services for the upcoming 2026 Minden-Tahoe SkyFest airshow. These services are necessary to support the safe operation of the airshow and provide an appropriate emergency response capability for aircraft operations and event activities. The agreement also provides for additional expenses of up to $7,000 as identified in the contract. The objective of this expenditure is to support the safety of performers, attendees, volunteers, staff, and airport personnel and ensure the successful operation of the airshow. This service was previously provided by East Fork Fire District; however, East Fork has declined to

help with the 2026 Minden-Tahoe SkyFest airshow.

ATTACHMENTS:
2026_Airshow Contractor ARMOR signed Joe.pdf

CONTRACT FOR PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

ARMOR, LLC

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and ***ARMOR, LLC, a WYOMING LIMITED LIABILITY COMPANY*** ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Unless earlier terminated as set forth in paragraph 6, the terms of this Contract shall remain in effect for the duration of the Service Period, as more particularly set forth in Paragraph 2.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will provide the following services and/or materials for the duration of the Minden-Tahoe Airport's 2026 SkyFest Airshow on October 16-18, 2026 ("Airshow" or "Service Period"):

CONTRACTOR WILL PROVIDE:

- Three (3) fast-response firefighting units
    i. Each ARMOR response unit shall be equipped with advanced firefighting capabilities utilizing a Compressed Air Foam (CAF) system. Two units shall carry enough foam concentrate to produce approximately 400 gallons of finished firefighting agent One unit shall be capable of producing more than 600 gallons. All products utilized

shall be 100% environmentally friendly firefighting agent that are completely free of hazardous materials (including PFAS) and prevent unnecessary chemical exposure to pilots, responders, and spectators.

- One (1) Type 1 fire truck
- Seven (7) qualified ARMOR personnel
    i. All personnel shall be certified firefighters. At all times, at least one on-duty member will hold Aircraft Rescue and Firefighting (ARFF) certifications. Every member of ARMOR is highly experienced in aviation and airshow operations. Aviation emergency response ARMOR's specialty, and the team is specifically trained in the unique hazards associated with aircraft and airshow environments.
- ARMOR shall assist the event in complying with FAA Order 8900 requirements, including achieving a one-minute-or-less response time within the aerobatic box.
- ARMOR will meet with event emergency responders prior to the practice/rehearsal day to coordinate accident and emergency response procedures.
- In the unlikely event of an aircraft accident, ARMOR will be responsible for immediately activating the 911 system to request additional local emergency resources. Upon their arrival, command of the incident will be transferred to the appropriate local authority when applicable and in accordance with the Incident Command System (ICS). Throughout the airshow, ARMOR will serve as the lead on-site emergency response agency.

The services are more particularly described in and shall be completed in accordance with the requirements set forth in Exhibit A, hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed TWENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS ($28,400) (the "Contract Price"). To the extent that additional services or materials are needed, those additional services will be provided on a time and materials bases at the rate set forth in Exhibit A.

Additional Accommodations: In addition to the Contract Price, listed above, the County will provide the following accommodations

- Lodging: Seven (7) non-smoking queen bed hotel rooms from October 15th – October 19th
- Vehicles: Two (2) rental vehicles. In the form of 1 full-size SUV and 1 sedan.
- Fuel: Diesel fuel in the amount of two hundred and seventy-five (275) gallons
- Other:
    i. One (1) portable restroom placed in close proximity to the ARMOR trailer for the exclusive use of ARMOR personnel.
    ii. One (1) golf cart

The Parties agree that the total value of the Additional Accommodations shall not exceed $7,500 unless there is a separate written agreement, signed by both parties, confirming an increase.

Of the total Contract Price, $0.00 shall constitute the Deposit, and the remaining $28,400.00 shall constitute the Remaining Balance. As a precondition to receiving any payments, Contractor shall complete and submit to County the County's required vendor registration forms. Subject to the terms set forth in Paragraph 6, below, payment will be made on the following schedule:

- The Deposit amount will be due on the later of either (1) 45 days after the County receives an invoice for the deposit amount or (2) September 9, 2026.
- 30 Days in advance of the Airshow, Contractor shall submit an invoice for the Remaining Balance, which will be due at the conclusion of the airshow, provided that Contractor has performed as required by the Contract. A delay in submitting this invoice may result in the delay of payment.

Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his 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 Contractor is not a Douglas County employee and that there shall be no:

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

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor 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. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor 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 Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. [RESERVED; contractor is an out-of-state entity]

4. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

In the event that the County cancels the Airshow, the following shall apply:

- If the Airshow is canceled more than 30 days in advance of the Airshow date, the Contractor shall, as its sole compensation, be entitled to retain its deposit.
- If the Airshow is canceled less than 30 days in advance, but prior to October 15, 2026, then Contractor shall be entitled to the payment of the deposit but shall not be entitled to receive any additional accommodations set forth above, if any.
- If the Airshow or Contractor's services are canceled during the Airshow (due to weather or other condition), then Contractor will be entitled to compensation for work or services actually provided. If the value of this exceeds the deposit, then Contractor shall be entitled to the additional value.

If Contractor fails to perform under this Contract (by failing to attend, failing to maintain proper licensing, becoming incapacitated, failing to bring required equipment or personnel, etc.), then Contractor shall not be entitled to any payment or accommodations. In such event, Contractor shall, within 30 days after the Airshow dates, reimburse the County for the Deposit.

6. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract. Specifically, Contractor shall maintain the following licenses and permits: firefighting and ARFF certifications. Contractor agrees, that to the extent it operates any vehicle on County owned property, such vehicle will be properly registered and insured and the vehicle operator will be properly licensed. To the extent that vehicles operate within the airport perimeter fence, Contractor shall ensure that the vehicle operator has received written permission

from the Airport Manager to engage in such operations. All employees and agents of the Contractor shall follow the Airport Rules and Regulations when on Airport Property.

7. **NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. **CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

9. **DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

10. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

11. **ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

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

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

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

15. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. The Contract and the 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.

17. CHAPTER 41 LIABILITY. County does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases.

18. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

19. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

20. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

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 Contractor or County.

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

23. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

24. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
1146 AIRPORT ROAD
MINDEN, NV 89423

To Contractor: **ARMOR, LLC**
1621 CENTRAL AVE.
CHEYENNE, WY 82001

25. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other

competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

ARMOR, LLC

By: _____ 8-17-26

(Date)

Douglas County

By: _____

Jenifer Davidson, County Manager (Date)

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $743,490 Federal Aviation Administration Airport Infrastructure Grant, with a required local match of $39,132, to design and construct pavement rehabilitation for airport aprons; authorize the County Manager to sign any required paperwork; augment the Fiscal Year 2026-27 Airport Budget by the amount of the grant; and award the associated $631,531.50 construction contract to CR Contracting, LLC, and authorize the County Manager to sign the contract and approve change orders up to 10% of the contract amount. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Accept a $743,490 FAA Airport Infrastructure Grant to design and construct pavement rehabilitation for airport aprons; authorize the County Manager to sign any required paperwork; augment the Fiscal Year 2026-27 Airport Budget by the amount of the grant; and award the associated construction contract to CR Contracting, LLC for the project.

FINANCIAL IMPACT:
Federal Aviation Administration Reauthorization Act of 2024 provides $782,622 (95% grant funding in the amount of $743,490 with a 5% match from the airport of $39,132). The Fiscal Year 2026-27 Airport Budget will be augmented by the amount of the grant. Matching funds will come from The Minden-Tahoe Airport's Capital Reserves.

BACKGROUND:
This grant will help fund the pavement rehabilitation of the airport's aprons which have a current Pavement Condition Index rating of 50 (out of 100).

The County's consulting Engineer solicited bids for the construction project and has recommended awarding the contract to the lowest responsive and responsible bidder: CR Contracting, LLC.

ATTACHMENTS:

Grant Form Packet 27F07.pdf

MEV-WPG-3-32-0013-047-2026-Grant_Agreement signed.pdf

Contract Award Recommendation.pdf

Contract Notice of Award.pdf

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	8.24.26	**Fund-Department #**	360 / 611
Project Number	27F07	**Fund-Department Name**	Airport / Enterprise Fund
Grant Title	MEV Rehad P-51 Taxilanes Design & Construcction		
Grant Purpose	To rehabilitate pavemnet on the airport ramps and aprons		
Awarding Entity	Federal Aviation Administration		
Total Grant Funds	$ 743,490.00		
Grant Start Date	9/16/2026	**End Date**	9/16/2030
Grant Type	☑ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#	20.116	**Agreement Number**	3-32-0013-047-2026
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☑ Annually ☐ Upon Completion		
Reporting Due By	SF-270, SF271 due 31 Dec Performance 5100-140 5370-1 due 30 end of fiscal year	**(EX: 10th, 15th, 30th after the end of the Quarter)**	
County Match Required?	☐ No ☑ Yes - enter $amount or %	**Match Amt**	$ 39,132.00 **or Match %** 5%
Match Type	☐ In-Kind **or** ☑ Cash		
Approval to apply	*D Swickard*	**Date**	**8.24.26**

Complete only GREY areas

	Fund	Dept		
Fund-Department #	360	611	**Project Number**	**27F07**
Fund-Department Name	Airport	Entreprise Fund		

Source of Funds

Financial Information

			FAA		
Revenue					
360-000 331.500	Grant Revenue - Federal	$ 743,490.00	$ -	$ -	
360-000 331.510	Grant Revenue - State	$ -	$ -	$ -	
360-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 743,490.00	$ -	$ -	
	Match - Non Grant Reimbursement	$ 39,132.00	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ -	$ -	$ -
360-611 532.003	Gas & Oil	$ -	$ -	$ -
360-611 520.088	Utilities	$ -	$ -	$ -
360-611 521.100	Professional Services	$ -	$ -	$ -
360-611 520.116	Vehicle Maint - Co	$ -	$ -	$ -
360-611 520.156	Insurance	$ -	$ -	$ -
360-611 533.800	Office Supplies	$ -	$ -	$ -
360-611 520.085	Communications	$ -	$ -	$ -
360-611 532.050	Food Commodities	$ -	$ -	$ -
360-611 000.000	Operating Expense	$ -	$ -	$ -
360-611 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
360-611 562.100	Grants-Capital Outlay	$ 743,490.00	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 743,490.00	$ -	$ -
360-611 562.100	Grant Match - Capital Outlay	$ 39,132.00	$ -	$ -
360-611 511.150	Grant Match - Salary	$ -	$ -	$ -
360-611 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ 39,132.00	$ -	$ -
	Total Expenditure	$ 743,490.00	$ -	$ -
	Total Match	$ 39,132.00	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY26-27	$ 743,490.00
FY27-28	$ -
FY28-29	$ -
Total	$ 743,490.00

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Nevada

Phoenix Airports District Office: 3800 N Central Ave, Ste 1025 Phoenix, AZ 85012-2136

August 21, 2026

Jenifer Davidson
County Manager
1146 Airport Rd.
Minden, NV 89423

Dear Ms. Davidson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-32-0013-047-2026 at Minden-Tahoe Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. messar mustafa, (480) 526-6024, Messar.A.Mustafa@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kyler Erhard (08/21/2026 13:04:01 PDT)

Kyler Erhard
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 21, 2026
Airport/Planning Area	Minden-Tahoe Airport
Airport Grant Number	3-32-0013-047-2026
Unique Entity Identifier	KE5GF37F6F95

TO: County of Douglas

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 10, 2026, for a grant of federal funds for a project at or associated with the Minden-Tahoe Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Minden-Tahoe Airport (herein called the “Project”) consisting of the following:

Rehabilitate Aprons (Design and Construct)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $743,490.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $743,490 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 22, 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. <u>Signage Costs for Construction Projects.</u> The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kyler Erhard (08/21/2026 13:04:01 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 24, 2026

County of Douglas

(Name of Sponsor)

Heather MacDonnell

(Signature of Sponsor's Authorized Official)

By: Heather MacDonnell

(Typed Name of Sponsor's Authorized Official)

Title: Airport Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Carey Rosser , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 11, 2026

By: Carey Rosser (09/11/2026 08:12:30 EDT)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**County of Douglas**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 10, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Lochner egis GROUP
1575 Delucchi Lane | Suite 219 • Reno, Nevada 89502
OFFICE 775.346.3010 • hwlochner.com

April 23, 2026

Ms. Heather MacDonnell
Douglas County
1594 Esmeralda Ave
Minden, Nevada 89423

RE: Award Recommendation Letter
Schedule I – Rehabilitate Transient Apron
Schedule II – Rehabilitate Parking Apron
Schedule III – Rehabilitate Glider Apron
Bid Alternate I – Reconstruct Concrete Apron
Minden-Tahoe Airport – Minden, Nevada
AIP No. 3-32-0013-0xx-2026 | PWP No. DO-2026-206 | Lochner No. 25698

Ms. MacDonnell,

Bids were received for the above noted project on April 23, 2026. Three (3) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	SCHEDULE II	SCHEDULE II	BID ALTERNATE I	TOTAL
American Road Maintenance	$240,070.00	$210,725.00	$179,102.50	$657,685.00	$1,287,582.50
CR Contracting	$240,907.50	$226,804.00	$163,820.00	$685,868.00	$1,317,399.50
Qualcon Contractors Inc.	$469,388.00	$345,589.50	$290,887.00	$536,971.00	$1,639,835.50

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. All three (3) bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List[1]	Proper Contractor Licensing[2]	Listed on State of Nevada Disqualified Contractors List[3]
American Road Maintenance	Yes	Yes	Yes	No	Yes	No
CR Contracting	Yes	Yes	Yes	No	Yes	No
Qualcon Contractors Inc.	Yes	Yes	Yes	No	Yes	No

[1] *Based on information from the Federal System for Award Management website, accessed on April 23, 2026*
[2] *Based on information from the Nevada State Contractors Board website, accessed on April 23, 2026*
[3] *Based on information from the Nevada Office of Labor Commissioner website, accessed on April 23, 2026*

A great deal of effort was put forth to attract bidders to this project. A total of seven (7) potential bidders were sent the Invitation for Bids. A total of nine (9) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. A mandatory in person pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Of the three bids received, the apparent low bid was submitted by a contractor that did not attend the scheduled mandatory, on-site pre-bid meeting. Thus, American Road Maintenance does not meet the full requirements of bid responsiveness and therefore this contractor may not be awarded the contract for the project.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I, II, III, and Bid Alternate I to CR Contracting for a total contract amount of $1,317,399.50 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIP No. 3-32-0013-0xx-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	$70,660.00
Construction Inspection and Administration	$75,430.00
Sponsor Administration	$5,000.00
Construction Cost	$1,317,399.50
TOTAL PROJECT COST	**$1,468,489.50**
FAA Share (95%)	$1,395,065.00
Local Share (5%)	$73,424.50

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Minden-Tahoe Airport (MEV) | Apron | 25698 (#10085951)
Owner: Douglas County
Solicitor: Lochner
04/23/2026 09:00 AM PDT

						Engineer Estimate		American Road Maintenance		CR Contracting		Qualcon Contractors Inc.	
	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Rehabilitate Transient Apron						**$360,610.00**		**$240,070.00**		**$240,907.50**		**$469,388.00**
1	C-105	Mobilization (Max. 10%)	LS	1	$32,780.00	$32,780.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$43,000.00	$43,000.00
2	P-101a	Minor Crack Repair	LF	15930	$5.00	$79,650.00	$1.50	$23,895.00	$2.00	$31,860.00	$4.20	$66,906.00
3	P-101b	Major Crack Repair	LF	10620	$10.00	$106,200.00	$6.50	$69,030.00	$6.00	$63,720.00	$10.50	$111,510.00
4	P-101c	Concrete Crack Repair	LF	1920	$10.00	$19,200.00	$20.00	$38,400.00	$8.00	$15,360.00	$10.50	$20,160.00
5	P-101e	Concrete Surface Treatment	SY	3250	$5.00	$16,250.00	$6.00	$19,500.00	$11.00	$35,750.00	$34.00	$110,500.00
6	P-608	Asphalt Surface Treatment	SY	31290	$3.00	$93,870.00	$1.75	$54,757.50	$1.75	$54,757.50	$2.80	$87,612.00
7	P-620a	Markings Removals	SF	565	$3.00	$1,695.00	$3.00	$1,695.00	$4.00	$2,260.00	$5.00	$2,825.00
8	P-620b	Permanent Markings	SF	2580	$1.50	$3,870.00	$1.75	$4,515.00	$3.00	$7,740.00	$4.00	$10,320.00
9	P-620c	Temporary Markings	SF	4730	$1.50	$7,095.00	$1.75	$8,277.50	$2.00	$9,460.00	$3.50	$16,555.00
Schedule II - Rehabilitate Parking Apron						**$330,390.00**		**$210,725.00**		**$226,804.00**		**$342,589.50**
10	C-105	Mobilization (Max. 10%)	LS	1	$30,030.00	$30,030.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$31,000.00	$31,000.00
11	P-101a	Minor Crack Repair	LF	6514	$5.00	$32,570.00	$1.50	$9,771.00	$2.00	$13,028.00	$4.50	$29,313.00
12	P-101b	Major Crack Repair	LF	14971	$10.00	$149,710.00	$6.50	$97,311.50	$6.00	$89,826.00	$10.50	$157,195.50
13	P-608	Asphalt Surface Treatment	SY	30770	$3.00	$92,310.00	$1.75	$53,847.50	$2.00	$61,540.00	$2.80	$86,156.00
14	P-620a	Markings Removals	SF	540	$3.00	$1,620.00	$3.00	$1,620.00	$4.00	$2,160.00	$5.00	$2,700.00
15	P-620b	Permanent Markings	SF	8050	$1.50	$12,075.00	$1.75	$14,087.50	$3.00	$24,150.00	$2.00	$16,100.00
16	P-620c	Temporary Markings	SF	8050	$1.50	$12,075.00	$1.75	$14,087.50	$2.00	$16,100.00	$2.50	$20,125.00
Schedule III - Rehabilitate Glider Apron						**$200,650.00**		**$179,102.50**		**$163,820.00**		**$290,887.00**
17	C-105	Mobilization (Max. 10%)	LS	1	$18,240.00	$18,240.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00
18	P-101a	Minor Crack Repair	LF	6310	$5.00	$31,550.00	$1.50	$9,465.00	$2.00	$12,620.00	$5.50	$34,705.00
19	P-608	Asphalt Surface Treatment	SY	36590	$3.00	$109,770.00	$1.75	$64,032.50	$2.00	$73,180.00	$2.80	$102,452.00
20	P-620b	Permanent Markings	SF	2900	$1.50	$4,350.00	$1.75	$5,075.00	$3.00	$8,700.00	$2.50	$7,250.00
21	P-620c	Temporary Markings	SF	3160	$1.50	$4,740.00	$1.75	$5,530.00	$2.00	$6,320.00	$3.00	$9,480.00
22	S-10	Cable Aircraft Tiedowns (Row of 8)	EA	4	$8,000.00	$32,000.00	$20,000.00	$80,000.00	$12,000.00	$48,000.00	$28,000.00	$112,000.00

	Item Code	Item Description	UofM	QTY	Engineer Estimate		American Road Maintenance		CR Contracting		Qualcon Contractors Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Bid Alternate I - Reconstruct Concrete Apron						**$483,910.00**		**$657,685.00**		**$685,868.00**		**$536,971.00**
23	C-105	Mobilization (Max. 10%)	LS	1	$43,990.00	$43,990.00	$52,000.00	$52,000.00	$68,000.00	$68,000.00	$42,000.00	$42,000.00
24	P-101d	Concrete Removal	SY	1913	$30.00	$57,390.00	$40.00	$76,520.00	$40.00	$76,520.00	$33.00	$63,129.00
25	P-209	Crushed Aggregate Base Course	SY	1913	$45.00	$86,085.00	$85.00	$162,605.00	$85.00	$162,605.00	$70.00	$133,910.00
26	P-403a	Asphalt Surface Course	Ton	340	$250.00	$85,000.00	$590.00	$200,600.00	$600.00	$204,000.00	$460.00	$156,400.00
27	P-403b	Asphalt Binder (64-28 NV)	Ton	23	$900.00	$20,700.00	$1,350.00	$31,050.00	$1,400.00	$32,200.00	$1,000.00	$23,000.00
28	P-501	Concrete Pavement (10 Inches Thick)	SY	510	$350.00	$178,500.00	$200.00	$102,000.00	$235.00	$119,850.00	$200.00	$102,000.00
29	P-602	Emulsified Asphalt Prime Coat	Gal	421	$5.00	$2,105.00	$30.00	$12,630.00	$25.00	$10,525.00	$20.00	$8,420.00
30	P-605	Joint Filling Sealer	LF	1014	$10.00	$10,140.00	$20.00	$20,280.00	$12.00	$12,168.00	$8.00	$8,112.00
Base Bid Total:						**$1,375,560.00**		**$1,287,582.50**		**$1,317,399.50**		**$1,639,835.50**

NOTICE OF AWARD

FOR IMPROVEMENTS TO
MINDEN-TAHOE AIRPORT
REHABILITATE AIRFIELD APRONS
MINDEN, NEVADA

AIP NO. 3-32-0013-047-2026
PWP NO. DO-2026-206

TO: CR Contracting, LLC
64435 Strickler Avenue, Suite 100
Bend, OR 97703

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I, II, and III has been accepted in the amount of Six Hundred Thirty One Thousand Five Hundred Thirty One Dollars and 50/100 ($631,531.50)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within 15 days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____day of _____.

DOUGLAS COUNTY
(OWNER)

By _____
Public Works Director
1594 Esmeralda Avenue
Minden, Nevada 89423
(775) 782-9871

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CR Contracting, LLC, Contractor

By: _____ Date: _____

Title: _____ Telephone: _____

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on the Outdoor Festival License application submitted by Jakota Wass for the Jakota Wass Album Release Concert to be held October 3, 2026, from 5:30 PM to 9:45 PM, at 859 U.S. HWY 395 N., Gardnerville, Nevada. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Approve the Outdoor Festival License for the Jakota Wass Album Release Concert subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None.

BACKGROUND:
Attached is the Outdoor Festival License application submitted by Jakota Wass for the Jakota Wass Album Release Concert to be held October 3, 2026, from 5:30 PM to 9:45 PM, at 859 U.S. HWY 395 N., Gardnerville, Nevada. Department comments and conditions, if any, are attached and incorporated herein.

ATTACHMENTS:
Application Packet.pdf
Approval Packet.pdf

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

1. **APPLICATION AND FEES.** This application is for outdoor events with attendance of 500 or more persons on any one day of the event. There is a $100.00 **nonrefundable** application fee. No application fee is required when the applicant is a Douglas County based charitable or nonprofit organization in good standing or when the applicant is an agency or department of the County. **INFORMATION GIVEN IN THIS APPLICATION WILL BE MADE AVAILABLE TO THE PUBLIC.**

2. **DEADLINE.** All applications must be submitted at least **sixty (60) days** in advance of the event. With good cause shown and approval from the Clerk/Treasurer, in cases of emergency or extenuating circumstances, applications may be submitted not less than twenty-five (25) days in advance of the event. For special approval, email boardclerk@douglasnv.us prior to submitting application.

3. **INSURANCE.** The Outdoor Festival application will not be accepted unless the applicant has furnished proof of insurance coverage that identifies County, it's officers, agendas, employees and volunteers as additional insured in an amount of not less than one million dollars for normal events or two million dollars for high risk events as determined by the County.

4. **CONDITIONS.** All conditions for approval imposed under Douglas County Code § 5.12 must be met before issuance of the Outdoor Festival license.

5. **APPROVAL AND AGENCY SIGN-OFFS.** The application will be reviewed by appropriate county agencies who shall investigate the application and report to the clerk with appropriate concerns. The completed application and agency approvals or concerns must be heard by the Board of County Commissioners for approval or denial. It is the responsibility of the applicant to reach out to county agencies for clarification on any issues identified.

6. **ISSUANCE OF LICENSE.** It is the responsibility of the applicant to ensure that the event was approved by the Board of County Commissioners and to follow up on any conditions set by the various agencies within the county that were submitted to the Board of County Commissioners.

OUTDOOR FESTIVAL EVENT LICENSE CHECKLIST

Materials required for submittal:

☑ $100 non-refundable application fee – check(s) made payable to "Douglas County"

-OR-

☐ Articles of Incorporation if waiver of application fee due to being a Douglas County Nonprofit

-OR-

☐ Applicant is a Douglas County agency or department

AND:

☐ Completed application

☐ Financial statement of the licensee (if applicable)

☐ Proof of Insurance

☐ Permits required by other governmental agencies (if applicable)

☐ Plot plan showing arrangement of facilities and parking, egress and ingress

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: October 3, 2026

Name of Event: Jakota Wass Album Release Concert

Location of Event: 859 U.S. Hwy 395 N, Gardnerville, NV 89410
(Address or Legal Description)

Applicant's name: Jakota Wass

Mailing address: 261 Sierra Country Cir Gardnerville NV 89460 United States
Street or P.O. Box City State Zip Code

Email Address: Jakota@jakotawass.com

Phone #(s): 17754507602 (Business) _____ (Cell)

Is the applicant a(n): ☐ Corporation ☐ Partnership ☐ Individual ☑ Other

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title

Description of Event: The Jakota Wass Album Release Concert is a one-day outdoor live music event held at Corley Ranch celebrating the release of a new country music album. The event will feature live performances by Jakota Wass on a professionally staged outdoor venue. Additional attractions include food vendors, licensed alcohol sales, merchandise sales, a mechanical bull, and designated VIP seating. The event is expected to host approximately 1,000 attendees and will include on-site security, traffic and parking management, restroom facilities, and first aid services. The event is intended to provide a safe, family-friendly entertainment experience while supporting local businesses, vendors, and the Carson Valley community.

Date(s) of Event: Oct. 3, 2026 Hours of operation: 5:30pm - 9:45pm

Will an admission fee be charged for your event? ☑ Yes; $ Amount: $25 ☐ No

Number of tickets and/or passes available: 1,000

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

List approximate number of participants: 1

List approximate number of spectators: 800

List expected peak number of spectators: 1,000

Will alcoholic beverages be served? ☑ Yes ☐ No
(all liquor vendors must be individually licensed with Douglas County Sheriff's Office)

Will food and/or beverages be served? ☑ Yes ☐ No
(all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)

Will there be live music? ☑ Yes ☐ No
- If Yes, Name of Performer(s) Jakota Wass Type of Music Country

INSURANCE:

Name of Insurer: Francis L Dean & Associates

Limits of liability: $4M/$2M

Address of Insurer: 12800 University Drive Suite 125. Fort Meyers, FL 33907
Street City State Zip code

Policy number: ~~In Process~~ M1RPG0000000803000

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.

Jakota Wass
Signature of Applicant

08/5/26
Date

Jakota Wass
Name of Applicant

Jakota@jakotawass.com
Contact Email Address

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))
We will have 4 security gaurds that are retired law enforcement officers.

Describe plan for location and supply of water facilities (§ 5.12.120(B))
Water facilities will be provided by the Corley Ranch.

Describe food concessions plan (§ 5.12.120(C))
Food will be provided by third party vendors. There will be 3-4 available vendors for food.

Describe toilet facilities plan (§ 5.12.120(D))
There will be sani huts and wash stations. Depending on ticket count we estimate around 7-12 sani huts.

Describe trash cans and litter plan (§ 5.12.120(E))
There will be a trash crew the night of the concert to constantly check/ take out the trash. We will put the bags at dumpster on site or a trailer to take to dump the next day.

Describe medical facilities plan (§ 5.12.120(F))
We will have first aid available in volunteer room with 2 volunteer nurses.

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))
We will follow the fire protection plan that the corley ranch uses. There will be 2 main points of evacuation and volunteers to assist people.

Describe parking areas, access and parking control plan (§ 5.12.120(H))
Parking will be in the large open feild. We will have signs and rows marked off for people to park and a volunteer to direct the cars.

Describe location of on-site headquarters or contact information (§ 5.12.120(J))
On site headquarters will be in the main house. Contact information below.
Jakota Wass: 775-450-7602
Starla Doughty: 775-790-4032

Describe illumination plan (§ 5.12.120(K))
The Corley ranch will have all lighting covered from venue to parking areas. These will consist of haanging lights, ground lights, and other light structures for the concert.

Describe overnight camping facilities plan (§ 5.12.120(L))
No overnight camping for this event.

Describe communication system plan (§ 5.12.120(Q))
Since this event will be just a concert we will just use phones. Sound and production will use transmiters/ radios.

What provisions will be made for numbers of spectators in excess of the estimate (§ 5.12.040)
The venue will be outside in open space so spectators should have plenty of room. We will also be under capacity for what the venue can hold.

Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress. (§ 5.12.040)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

CONTRIBUTORS & INVESTORS LIST

Please list anyone who has contributed, invested or who has a financial interest greater than $500. Use additional sheets if necessary.

Investor's name: No investors at this point.

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

I, ~~See Corley Ranch's doc. (on file)~~ Jon Corley being duly sworn, depose, and say that I am an owner* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: 859 US HWY 395 N Gardnerville, NV 89410
Address or Legal Description

Signed Jon Corley

Subscribed and sworn to before me this 10th day of August, 2026.

*Owner refers to the following. Please mark the appropriate box.

☒ OWNER/JOINT OWNER

☐ CORPORATE OFFICER/PARTNER

☐ POWER OF ATTORNEY (Provide copy of Power of Attorney)

☐ AGENT (Notarized letter from property owner giving legal authority to agent)

☐ LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

Tanya Balda
Douglas County Clerk's Office

~OR~

Notary Public in and for said county and state

My commission expires

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 for events determined to be high risk by Douglas County. APPLICANT is required to post an indemnity bond or a performance bond in favor of the county in connection with the operation of outdoor festival for not less than $100,000. Any Douglas County department or agency required to perform an duty during the outdoor festival that results in it incurring extraordinary costs may request the clerk of the board to invoice the licensee or proceed against a bond posted.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured.

I hereby agree to the all of the provisions stated above and have attached a copy of the Certificate of Liability Insurance:

Jakota Wass Album Release Concert	October 3, 2026
Name of Event	Date of Event
Jakota Wass	
Applicant's name (printed)	
Jakota Wass	08/5/26
Applicant's signature	Date


Parking
Corley Ranch
Enterence
Gate Check
Food Trucks
Sani huts
Stage
Crowd
VIP area
88°
AQI 57
N

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: MM – Bands & Performing Groups
K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	PHONE (A/C, No, Ext): 800-328-2317 FAX (A/C, No): 260-459-5502 E-MAIL ADDRESS: entertainers@kandkinsurance.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakota Wass 261 Sierra Country Circle Gardnerville, NV 89460 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W04218351 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		M1RPG0000000803000	10/03/2026 12:01 AM EDT	10/04/2026 12:01 AM	EACH OCCURRENCE	$2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS – COMP/OP AGG	$2,000,000
	[ ] OTHER:						PROFESSIONAL LIABILITY	
							BODILY INJURY TO PARTICIPANTS	$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] NOT PROVIDED WHILE IN HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			M1RPG0000000803000	10/03/2026 12:01 AM EDT	10/04/2026 12:01 AM	PRIMARY MEDICAL	$5,000
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Type of Group: Musicians, singers or vocalists; Music Genre: Country; Type of Venue: Outdoor venues
Event: Jakota Wass Album Release ; Event Dates: 10/3/2026 to 10/3/2026; Event Location: Corely Ranches LLC
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Douglas County 1594 Esmeralda Avenue Minden, NV 89423 (Owner, manager or lessor of a facility where the insured performs)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Douglas County 1594 Esmeralda Avenue Minden, NV 89423 Named Insured: Jakota Wass
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	PHONE (A/C, No, Ext): 800-328-2317	FAX (A/C, No): 260-459-5502
	E-MAIL ADDRESS: entertainers@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakota Wass 261 Sierra Country Circle Gardnerville, NV 89460 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W04218350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		M1RPG0000000803000	10/03/2026 12:01 AM EDT	10/04/2026 12:01 AM	EACH OCCURRENCE	$2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	Excluded
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PROFESSIONAL LIABILITY	
	[ ] OTHER:						BODILY INJURY TO PARTICIPANTS	$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] NOT PROVIDED WHILE IN HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			M1RPG0000000803000	10/03/2026 12:01 AM EDT	10/04/2026 12:01 AM	PRIMARY MEDICAL	$5,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Type of Group: Musicians, singers or vocalists; Music Genre: Country; Type of Venue: Outdoor venues
Event: Jakota Wass Album Release ; Event Dates: 10/3/2026 to 10/3/2026; Event Location: Corely Ranches LLC
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Corely Ranches LLC 859 U.S. Hwy 395 N Gardnerville, NV 89410 (Owner, manager or lessor of a facility where the insured performs)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Corely Ranches LLC 859 U.S. Hwy 395 N Gardnerville, NV 89410 Named Insured: Jakota Wass
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: W04218349 DATE: 08/06/2026

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000803000

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.

NAMED INSURED (CERTIFICATE HOLDER)

Name and Mailing Address (No., Street, Town or City, County, State, Zip Code):

Jakota Wass

261 Sierra Country Circle, Gardnerville, NV 89460

Effective Date: 10/03/2026 at 12:01 AM EDT

Expiration Date: 10/04/2026 12:01 AM

This replaces prior Certificate Number:

Plan Administered By

K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne IN 46801-2338

Contact Information

Name: MM – Bands & Performing Groups

Phone 800-328-2317

Fax: 260-459-5502

Email: entertainers@kandkinsurance.com

Insurer

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, IL 60018

Producer Name And Mailing Address

K&K Insurance Group, Inc.

P.O. Box 2338

Fort Wayne, IN 46801-2338

To Report A Claim

By Phone: 1-800-237-2917

By Fax: 1-312-381-9077

By E-mail: KK.Claims@kandkinsurance.com

By Mail K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, Indiana 46801-2338
Online: www.kandkinsurance.com

Description Of Operations, Premises, And Operations

Description Of Operations:
Type of Group: Musicians, singers or vocalists; Music Genre: Country; Type of Venue: Outdoor venues
Event: Jakota Wass Album Release ; Event Dates: 10/3/2026 to 10/3/2026; Event Location: Corely Ranches LLC

Premises And Operations:

Location No.	Address	Operations
	Refer to coverage form MGL1576	

Limits of Insurance

Commercial General Liability		
General Aggregate	$5,000,000	
Products/Completed Operations Aggregate	$2,000,000	
Personal And Advertising Injury	Excluded	Any One Person or Organization
Each Occurrence	$2,000,000	
Damage to Premises Rented To You	$1,000,000	Any One Premises
Medical Expense	Excluded	Any One Person

Additional Coverages

In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

	Limit Of Insurance	
Bodily Injury to Participants	$2,000,000	Each Occurrence
Medical Payments for Participants	$5,000	

Endorsements

Forms and endorsements applying to this Member Certificate and made part of the policy at time of issue:

Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate

This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Member Certificate Premium	
Commercial General Liability Premium:	$249.00

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: 08/06/2026 By: Scott Turnbull

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*

Public Hearing Within 30 Days Waiver Letter

To Whom It May Concern:

Per NRS 244.3544, I am aware that I have the right to have my outdoor festival license application presented at a regular meeting of the Board of County Commissioners within 30 days of submitting a complete application and fee, if applicable. Per this letter, I authorize the Douglas County Clerk's Office to waive the no more than 30 days requirement to allow all required Douglas County Departments adequate time needed to review the application and provide required conditions, if applicable.

Applicable Nevada Revised Statute:
NRS 244.3544 Hearing: Notice; investigation; grant, denial or conditioning of license; issuance of license.
1. Upon receipt of a complete application and the application fee, the clerk shall:
(a) Set the application for public hearing at a regular meeting of the board, not less than 15 days nor more than 30 days thereafter, and give not less than 10 days' written notice thereof to the applicant.

Name of Event: Jakota Wass ALBUM Release Concert

Applicant Signature: Jakota Wass Date: 8/5/26

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Kara Easton, Director of Emergency Management

DEPARTMENT: Emergency Management (Emergency Communications Division)

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: If you request for on sight Deputy Sheriff presence the cost is:

Deputy Sheriff: $80.00 per hour

Sergeant: $100.00 per hour

_____.

NAME & TITLE OF APPROVER: Ron Elges/Undersheriff

DEPARTMENT: Sheriff's Office

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Please see attached FD requirements Additionally, the stage shall be erected in accordance with the IBC and IFC and inspected by a Douglas County Building Inspector prior to the Event

Seating map shall be submitted to and approved by EFFPD.

NAME & TITLE OF APPROVER: Patrick Mooneyhan-Captain

DEPARTMENT: East Fork Fire District

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
(775) 782-9040 (775) 782-9043

Mobile Food Preparation Vehicle



An operational permit issued by the East Fork Fire Protection District is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease laden vapors. Such vehicles shall comply with Section 4106 of the 2024 International Fire Code. IFC 105.5 and will require an inspection from the East Fork Fire Protection District prior to business license issuance.

Cooking equipment that produces grease-laden vapors shall be provided with a Type 1 kitchen exhaust hood unless otherwise allowed in IFC Section 606.

Cooking equipment shall be protected by an approved automatic fire extinguishing system.

An approved 2A-10BC fire extinguisher and Class K fire extinguisher with a State tag showing current testing shall be provided in a location readily available for operation.

Appliance and Cooking Oil Location:

When installations have a grill or stove and a deep fryer adjacent to each other, there shall be an 8 in. high noncombustible splash shield between them as required by NFPA 96, or a 16-inch space shall be provided between the appliances. Cooking appliances shall be secured in place and connected to fuel-supply piping with an approved connector. (ANSI Z21.69/CSA 6.16) Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions.

Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons and stored in such a way as to not be toppled or damaged during transport.

Metallic and non-metallic storage tanks shall be listed for use with cooking oil and installed in accordance with the manufacturer's instructions. Tank capacity shall not exceed 200 gallons. Normal and emergency venting shall be provided.

LP- Gas (Propane) Systems:

Mobile food preparation vehicles that utilize LP gas (Propane) shall be limited to a maximum aggregate quantity of LP-gas containers transported on the vehicle and used to fuel cooking appliances shall not exceed 200 pounds (91 kg) propane capacity. The following installation requirements shall apply:

• LP-gas containers shall be securely mounted and restrained to prevent movement.
• LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

• LP-gas system piping, including valves and fittings shall be installed in accordance with the requirements of NFPA 58.
• LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.
• A LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

The use of natural gas (CNG) is not common in Mobile Food Preparation Vehicles. Vehicles utilizing CNG for cooking fuel must comply with section 4106 of the 2024 International Fire Code and NFPA 52.

Equipment Maintenance:

LP-gas containers and fuel-gas piping shall be inspected annually by an approved inspection agency or a company that is registered with the US Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking.

The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with the following table (IFC 606):

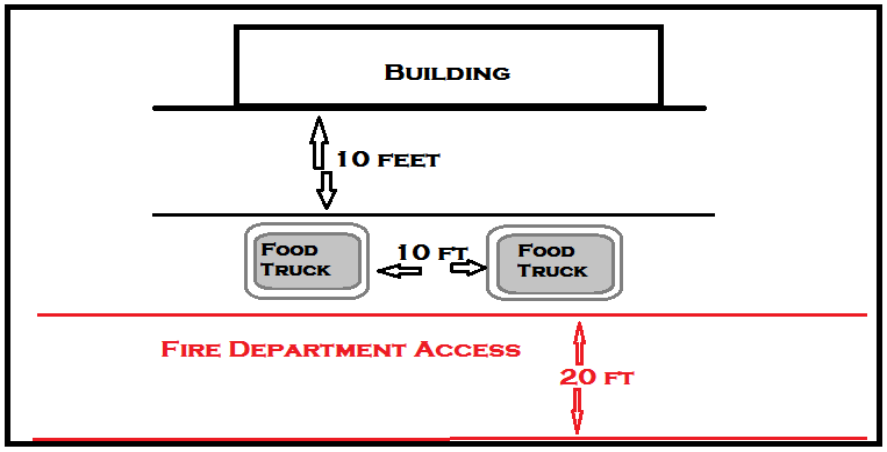
Type of Cooking Operations	Frequency of Inspection
Cooking utilizing solid fuel-burning cooking appliances	1 month
High-volume cooking such as 24-hour operations, charbroiling, or wok cooking	3 months
All other	6-months

Fire Extinguishers shall be serviced annually. Automatic fire extinguishing systems shall be serviced every 6 months.

Food Truck Set-up and Parking:

A minimum 10-foot clearance from buildings, structures, other vehicles, and any combustible materials must be maintained.

Verify fire department vehicular access is provided for fire lanes and access roads. Minimum clear width required for fire access is 20 feet.



Do not set up in front of fire hydrants or Fire Department Connections (FDC).

Outdoor Event Requirements

Tents and Canopy Set-up

A tent is defined as a structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects. A canopy is defined as a structure, enclosure, or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.

Tents having an area in excess of 200 square feet and canopies in excess of 400 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit and approval from the East Fork Fire Protection District (EFFPD).

1. Tents and canopies, used as an assembly occupancy, having an area in excess of 200 square feet of floor area, and any size canopy used for a cooking booth shall be composed of material meeting the flame propagation performance criteria of NFPA 701. A certificate shall be submitted to the EFFPD and a copy retained on the premises where the temporary structure is set up. This affidavit or certificate shall attest to the following information:
   - a. Names and address of the owners of the tent or canopy.
   - b. Date the fabric was last treated with flame–retardant solution.
   - c. Trade name or kind of chemical used in treatment.
   - d. Name of person or firm treating the material.
   - e. Name of testing agency and test standard by which the fabric was tested.

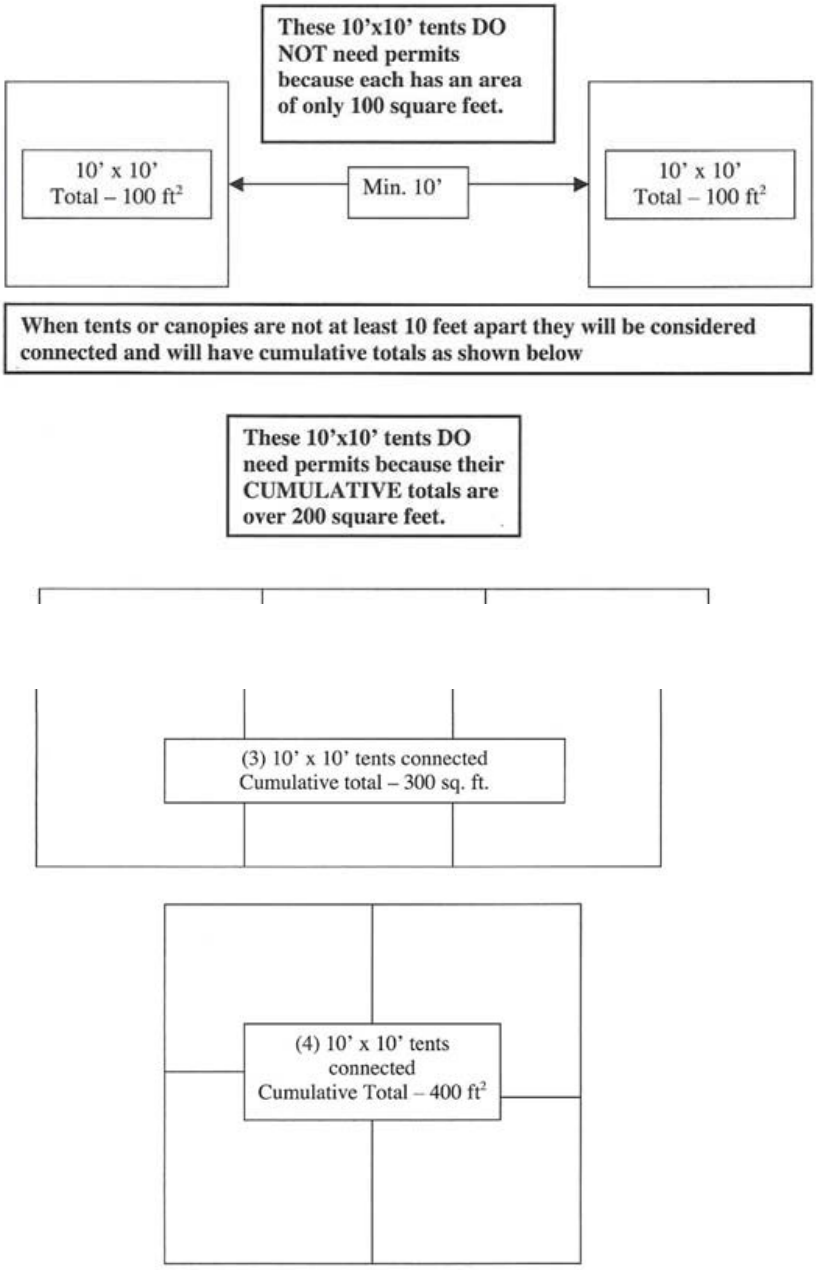
   or

   - e-1. A permanently affixed label from the Office of the State Fire Marshal stating that the material used for the tent or canopy is flame retardant and a Certificate of Flame Resistance.

   or

   - e-2. 10 x 10-foot canopies meeting fire retardant CPAI-84 requirements as listed in the manufacturer's specifications.

2. Hay, straw, shavings or similar combustible materials shall not be located within any tent, canopy or membrane structure used for the daily feeding and care of animals.
3. Smoking shall not be permitted in tents or canopies used for assembly. "No Smoking" signs must be posted.
4. Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking devices shall not be permitted inside or located within 20 feet of a tent or canopy unless otherwise approved by the EFFPD.



Temporary air-supported and air-inflated membrane structures

3103.10 Temporary air-supported and air-inflated mem- brane structures. Temporary air-supported and air-inflated membrane structures shall be in accordance with Sections 3103.10.1 through 3103.10.4.

3103.10.1 Door operation. During high winds exceeding 50 miles per hour (22 m/s) or in snow conditions, the use of doors in air-supported structures shall be controlled to avoid excessive air loss. Doors shall not be left open.

3103.10.2 Fabric envelope design and construction. Air-supported and air-inflated structures shall have the design and construction of the fabric envelope and the method of anchoring in accordance with Architectural Fabric Structures Institute FSAAS.

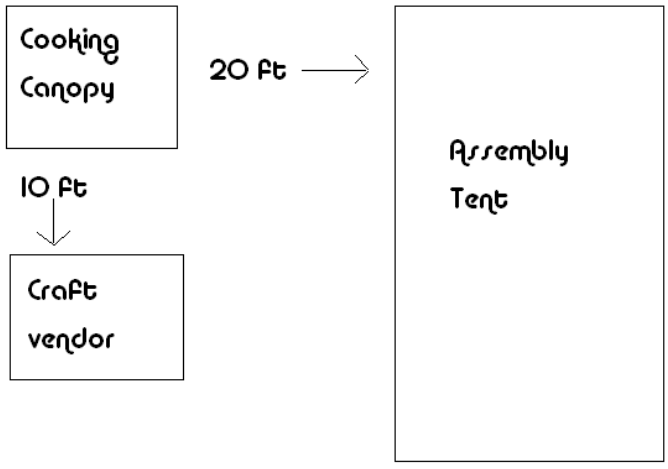
3103.10.3 Blowers. An air-supported structure used as a place of assembly shall be furnished with not less than two blowers, each of which has adequate capacity to maintain full inflation pressure with normal leakage. The

design of the blower shall be so as to provide integral limiting pressure at the design pressure specified by the manufacturer.

3103.10.4 Auxiliary inflation systems. Places of public assembly for more than 200 persons shall be furnished with an auxiliary inflation system capable of powering a blower with the capacity to maintain full inflation pressure with normal leakage in accordance with Section 3103.10.3 for a minimum duration of 4 hours. The auxiliary inflation system shall be either a fully automatic auxiliary engine- generator set or a supplementary blower powered by an internal combustion engine that shall be automatic in operation. The system shall be capable of automatically operating the required blowers at full power within 60 seconds of a commercial power failure.

Heating and Cooking Appliances/Cooking Booths

5. Cooking is allowed under flame retardant canopies that comply with section 1 above.
6. Tents and canopies where cooking is performed shall be separated from other cooking booth
7. Canopies, vendor tents, and combustible construction by a minimum of 10 feet, and from assembly tents by a minimum of 20 feet.
8. Any cooking shall be isolated from contact with the public by physical guards, fencing, or enclosure.
9. All commercial cooking equipment located inside of a trailer or fully enclosed constructed booth made of permanent materials shall be provided with an approved UL listed automatic fire extinguishing system, bearing an approved service label as certified by the office of the State Fire Marshal.
10. All cooking booths must have a minimum 5lb "2A:10B:C" rated fire extinguisher with a current State Fire Marshal's service tag. A "K"-rated fire extinguisher shall be provided for all cooking applications utilizing grease or deep fat fryers.
11. Compressed gas cylinders shall be stored in an upright position and secured to prevent accidental tip over. All compressed gas cylinders in use shall be equipped with individual regulators with approved hoses and appliances.



Fire Access

12. A 20-foot fire lane shall be provided for all events for emergency access.
13. No parking, display, or obstruction of any sort is permitted in front of Fire Hydrants, Fire Department Connections, or access doors to rooms containing fire protection equipment.
14. Fuel powered generators shall be a minimum of 25 feet from any booth and shall be isolated from contact with the public by either physical guard, fence, or enclosure.

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: The application for a license to conduct an outdoor festival was reviewed by Risk Management. The applicant provided sufficient proof of coverage to satisfy the requirements outlined in section N of Douglas County Code 5.12.120.

NAME & TITLE OF APPROVER: Megan Warren/ Human Resources Analyst

DEPARTMENT: Human Resources/Risk Management

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Per code live entertainment must end by 10pm

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil, Principal Planner

DEPARTMENT: DC Community Development

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Jakota Wass Album Release Concert

EVENT DATE: October 3, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: Ryan Stanton, Deputy Director

DEPARTMENT: Community Services

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a second amendment to extend the contract between SOE Software Corporation and Douglas County for election services, for an additional three (3) years, through August 25, 2029, at a total cost of $21,279; and authorize the Clerk-Treasurer to sign the amendment. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Approve a second amendment to extend the contract between SOE Software Corporation and Douglas County for election services, for an additional three years, through August 25, 2029, at a total cost of $21,279; and authorize the Clerk-Treasurer to sign the amendment.

FINANCIAL IMPACT:
There is no new fiscal impact as Douglas County Office of Elections budgeted this service into its Fiscal Year 2026-27 budget. The cost per fiscal year will be $7,093, with a three-year total of $21,279. The fund for this expenditure is 101-184 521.100.

BACKGROUND:
Attached is the proposed second amendment to the contract between SOE Software Corporation and Douglas County Elections. The amendment extends the services for another three years, from August 26, 2026, until August 25, 2029.
This is a current service that the Office of Elections uses for training the election workers and will continue to be used for the upcoming 2026 Election Cycle and into the 2028 Election Cycle. This service is an online training module for the County's election workers to complete prior to working on-site. SOE has provided online election worker training for Douglas County since 2020. This service was budgeted for in the FY 2026-27 budget. The fund for this expenditure is 101-184 521.100.

ATTACHMENTS:
Original Contract with SCYTL
DouglasNV_OPTAmendment_July2023_signed.pdf

DouglasNV_OPTAmendment_Aug2026 - jb signed.pdf

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/CLERK-TREASURER

2020-951608
08/28/2020 04:20 PM
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KAREN ELLISON, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name: KATHY LEWIS

Department: CLERK-TREASURER

Type of Document: (please select one)

- [X] **Agreement**
- [ ] **Contract**
- [ ] **Grant**
- [ ] **Change Order**
- [ ] **Easement**
- [ ] **Other** **specify:**_____

COPY

FILED
NO. 2020.153
8-28-20
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY DEPUTY

SUBSCRIPTION AGREEMENT
Between
DOUGLAS COUNTY, NEVADA
&
SOE SOFTWARE CORPORATION (d/b/a SCYTL)

PREAMBLE

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this 26th day in the month of August, in the year of 2020 by and between **Douglas County,** a political subdivision of the State of Nevada, P.O. Box 218 , Minden, NV 89423 (the "Customer") by and through its County Manager for the benefit of the Douglas County Clerk's Office and SOE Software Corporation (d/b/a SCYTL) a corporation existing under the laws of Florida, with principal offices at 1111 N. Westshore Blvd., Suite 300 Tampa, FL 33607 ("SCYTL"). SCTYL agrees to be licensed by the Nevada Secretary of State to do business in the State within 6 months of ratification of contract. Collectively, SCYTL and the Customer shall be referred to as the "PARTIES" and each separately as the "PARTY".

RECITALS

A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner/SCYTL is the rightful Licensor of a (Election Night Reporting), among other solutions (hereinafter referred to as the SOFTWARE).

B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model. The Customer pursuant to its authority under Nevada Revised Statutes (NRS) Chapter 244 and its obligations under NRS Chapters 293 and 293B desires to purchase SOFTWARE, subscriptions, licenses and related professional training services, which are not subject to competitive bidding per NRS 332.115.

C. The PARTIES desire to enter into this SaaS Agreement so as SCYTL will license the SOFTWARE to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1.- DEFINITIONS

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: means Douglas County, Nevada
- SaaS: Software as a Service
- SCYTL: SOE SOFTWARE CORPORATION
- Software: Online Poll Worker Training, also known as OTP.
- Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

ARTICLE 2.- SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE. Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWARE as SaaS; (ii) Maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, SCYTL hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWARE and Documentation are licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of SCYTL except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

ARTICLE 3.- HOSTING AND INSTALLATION

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.

a. Hosting of the SOFTWARE in SCYTL's servers in a Cloud Hosted Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
b. Installation, test and initial system set up in the servers in the Data Center.
c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:

a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
b. Reporting tools will be available upon request to show historic data.
c. Full infrastructure and network redundancy using distributed cloud locations.

ARTICLE 4.- MAINTENANCE AND SUPPORT SERVICES

4.1. During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

4.2 The support services provided by SCYTL include:

- Account Management support, such as application setup review and questions; content updates; and technical support.
- Support services for OTP are limited 20 hours for content development (refresh of training content, minor changes) and 15 hours for support. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of $150/hr.
- Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).
- As a courtesy, SCYTL provides election event monitoring of the platform by Account Management and IT Engineers.

4.3 Services delivered are in-line with the original proposal, see Appendix 2 attached and incorporated.

4.4 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER:
Douglas County Clerk's Office
Attn: Dena Dawson, Assistant Clerk/Election Administrator
Email: ddawson@douglasnv.us
(775) 782-9023

SCYTL:
Online Poll Worker Training
Kristen Osborne, Training & Development Manager
Email: Kristen.Osborne@scytl.com

ARTICLE 5.- CUSTOMER AND CUSTOMER DATA

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. SCYTL shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

5.3 All assets created by SCYTL remain the ownership of SCYTL. This includes work files, images, graphics and video footage.

ARTICLE 6.- DATA PROTECTION

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access or process personal data under the control of the Customer. In that case, SCYTL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

a. to process the personal data only in accordance with the instructions provided by the Customer as data controller.
b. to not apply or use the personal data for a purpose other than set out in this Agreement, and
c. to not communicate the personal data to other persons even for their preservation.

6.2. SCYTL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCYTL on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement together with any support or document containing personal data.

ARTICLE 7.- CUSTOMER RESPONSIBILITIES

7.1. The CUSTOMER is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The CUSTOMER shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify Scytl promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal, and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SCYTL.

7.4. SCYTL requires seven business days to review, and/or deliver on any requests from the CUSTOMER related to Maintenance and Support Services (Article 4).

7.5. SCYTL will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfil any of its obligations.

ARTICLE 8.- SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term).

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term"). The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased by a minimum of five (5) %.

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term by the Customer without cause upon thirty (30) calendar days prior written notice to SCYTL. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause by SCYTL upon thirty (30) calendar days prior written notice in the event Customer hereto:

a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 17.1 of this Agreement.
b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.6.
c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4. Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE. All assets created by SCYTL remain the ownership of SCYTL. This includes work files, images, graphics and video footage.

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

ARTICLE 9.- FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SCYTL as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Online Training Service	Investment	Terms
Implementation Breakdown		
Fully Customized Online Training Implementation – LMS creation/deployment, content development/assessments, video/photo shoot, & project management *(15% discount if contracted for Prior to Sept. 30, 2020)*	~~$23,760.00~~ *$20,196.00*	Includes Online Training Essentials for the Nov. 2020 training cycle at no additional cost. Fully Customized Online Training implementation to be developed at a future date.

Online Training Essentials Implementation – LMS creation/deployment, videos/content provided by Douglas County, NV, assessments, & project management	Included with Fully Custom Implementation	Good for a one-year term.

Online Training Service	Investment (2020 Start Date Discount of 15%)	Investment (2021 Start Date)
Annual Assurance Fee (Year 1)	$6,120.00	~~$7,200.00~~
Annual Assurance Fee (Year 2)	$6,120.00	~~$7,200.00~~
Annual Assurance Fee (Year 3)	$6,120.00	~~$7,200.00~~
Total 3 Year Subscription	$18,360.00	~~$21,600.00~~

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree in writing to renew or extend the Subscription (The Renewal Term), SCYTL and Customer must agree on any increase in the License fee for any Renewal Term, however such increase shall not be more than 5% with thirty (30) days' prior notice to CUSTOMER prior to entering into a written renewal or extension.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable cannot be decreased during the relevant Subscription Term and will be maintained up to 75,000 registered voters.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. If the Customer does not pay an invoice by the due date for payment, SCYTL may charge and the Customer shall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full.

ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

ARTICLE 11. - CONFIDENTIAL INFORMATION

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

11.6 SCYTL expressly agrees that all documents ever submitted, filed, or deposited with the Customer, by SCYTL unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. SCYTL expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Customer or any of

its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

ARTICLE 12.- WARRANTIES AND DISCLAIMERS

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Appendix 1, attached and incorporated herein for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted, and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If SCYTL is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. The warranties set out in section 12 hereof are the only warranties provided by SCYTL and the remedies set out in section 12.2 hereof are the sole and exclusive remedies of et for a breach of warranty.

ARTICLE 13.- INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

13.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SCYTL in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is

applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. This article 13 contains SCYTL's entire liability, and the customer's sole and exclusive remedies, for infringement claims.

ARTICLE 14.- CUSTOMER INDEMNIFICATION

The Customer shall hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's Data or the Customer use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the Customer sole control of the defense and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

ARTICLE 15.- LIMITATION OF LIABILITY

15.1. Subject to section 15.3. Hereof, in no event shall either party have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss).

15.2. Limitation of Liability. Subject to section 15.3 hereof, in no event shall either party's aggregate liability arising out of or related to this agreement or relating to the subject matter hereof for all claims, costs, losses and damages exceed the amounts actually paid by and due from the customer hereunder in the twelve months preceding the incident giving rise to liability.

15.3. Notwithstanding the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) indemnification claims if applicable to the party, (iii) damages arising from infringement of a party's intellectual property rights; (iv) any claims for non-payment, (v) fraud or wilful misconduct, or (vi) bodily injury or death.

ARTICLE 16.-NOTICES

16.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the day the notice is postmarked.

16.2. Unless and until otherwise notified to SCYTL, Customer's address for the purposes of this agreement shall be:

Douglas County, Nevada
Attention: Dena Dawson
Post Office Box 218
Minden, Nevada 89423
E-mail: ddawson@douglasnv.us

Cc:
Douglas County
Attn: Risk Manager
Post Office Box 218
Minden, Nevada 89423

16.3. Unless and until otherwise notified to the Customer, SCYTL's address for the purposes of this agreement shall be:

SOE SOFTWARE CORPORATION
1111 N. Westshore Blvd., Suite 300,
Tampa, Fl 33607
Attention: Jonathan Brill
Email: jonathan.brill@scytl.com

ARTICLE 17 - OTHER PROVISIONS

17.1. Cure Any failure by a SCYTL to meet any of its obligations under this Agreement, must be brought to SCYTL's attention, in writing. SCYTL shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2. No Waivers The failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4. Severability If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6. Jurisdiction This Agreement shall be construed in accordance with and governed by the laws of Nevada and each party agrees to submit to the jurisdiction of the courts of Douglas County.

17.7. Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

17.8. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.9 Modification of the Agreement. This Agreement and attached Appendix I constitute the entire Agreement and understanding between the Parties and may only be modified by a written amendment signed by both Parties.

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

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

17.11 Certification. SCTYL certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. SCYTL further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

17.12 Standard of Care. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

17.13. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war,

laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated.

17.14 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile and electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

DOUGLAS COUNTY, NV

By: Patrick Cates
Title: Douglas County Manager

SOE SOFTWARE CORPORATION
(d/b/a SCYTL)

By: Jonathan Brill
President & General Manager North America

COPY

APPENDIX 1

1 Software Maintenance and Support – Technical Service description

1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- "**Software maintenance**" is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.
- **"Perfective maintenance"** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- **"Adaptive maintenance"** includes modifications and upgrades applied to keep the software product up-to-date and tuned to the changing environment.
- **"Preventive maintenance"** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.
- **"Corrective maintenance"** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- **"Response time"** means the time elapsing between the reporting of an Issue by a Customer and the response from a Scytl's Technical Support Services engineer acknowledging receipt of the reported Issue.
- **"Diagnosis time"** means the time elapsing between the Response time and the diagnosis of the Issue made by Scytl's Technical Support Services engineer.
- **"Issue"** means either:
  a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in, the use of the Software; or
  b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- **"Resolution or Patch or Bug Fix"** means either a Software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in

the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.

- **"Upgrade"** means a revision or change of version of the Software released by Scytl to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **"Maintenance Release"** is a release of or for the Software, that includes the most recent Patches and Upgrades.
- **"Current Software Version"** means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to Scytl hereunder.
- **"Supported Versions"** means SCYTL's obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.
- **"Hosted System"** means Software hosted by Scytl externally in its data center to which the Customer may access it over the Internet from anywhere at any time.
- **"Annual Pool of Hours"** means the number of support hours as captured in the contract. Support hours may include application "how to" questions, content modifications and technical support. Application issues as a result of Scytl product updates and hosting are not deducted from the pool of hours.

1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1.2.1 Scytl Technical Services.

Scytl Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

1.2.2 Resolutions and Severity levels.

Scytl will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

Severity	*Description*	*Details*
CRITICAL	An immediate and sustained effort using all available resources until issue is resolved.	• Business critical function is down • Major impact to Customer's business • No workarounds exist
HIGH	Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance.	• Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary
MEDIUM	Respond using standard procedures and operating within normal Management structures.	• Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded
LOW	Respond using standard operating procedures and as time allows.	• Non-critical, function down or impaired • No business impacts • General Service Enhancements

1.2.3 Technical Support Contacts.

Scytl Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to Scytl's Technical Support Contact, who will be the main interface to the Scytl Maintenance and Support Services.

1.2.4 Exclusions from Scytl's Technical Services.

Scytl is not obligated to provide Technical Services in the following situations:

a) When Scytl determines that the Issue is caused by unauthorized changes or modifications to the Software provided by Scytl, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of Scytl;
b) The Software has been damaged through negligent use by the Customer.
c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of Scytl;
d) The issue is caused by third party software not licensed by or through Scytl;
e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;
f) The Customer has not installed up-to-date browser and system software;
g) The Customer has not paid the Technical Service fees when due;
h) The version of the Software that the Customer is using is not a Supported Version;

i) If the Customer has not complied with Scytl's license Agreement; or
j) Failures related to an accident, disaster, or other Force Majeure event.

1.2.5 Agreement in Force.

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3 Escalation Process

For each issue:

1. The Customer's Technical Support Contact will notify Scytl of the issue through the agreed channels;
2. A Scytl Technical Support contact will acknowledge the reception of the issue;
3. A Scytl Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:
   - Services affected;
   - Level of disruption;
   - Cause of the incident, if known;
   - Estimated time to resolve the issue or time of next update;
   - Feasible workaround.
4. The Scytl Technical Support contact will call or email the Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The Scytl Technical Support contact will provide regular updates on the incident status.

1.4 Service Level Agreements (SLAs)

To guarantee a smooth and efficient relationship between Scytl and their partners, Scytl assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities.

The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

What is included	• Single Point of Contact (SPOC)
What is not included	• Project Management activities for Electoral Events

1.4.1 Issue Response.

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify Scytl of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist Scytl in resolving any Issue with the Software. Upon notification of an Issue, Customer and Scytl by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. Scytl shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, Scytl shall provide Customer with an initial assessment of the Issue in conjunction with any identified steps for the parties to mitigate the Issue.

Severity	***Response Time***
Critical Priority	0-30 minutes (during business hours)
High Priority	Within 2 hours
Medium Priority	Within 24 hours
Low Priority	Within 5 working days

1.4.2 Service Details.

Scytl's Software Support and Maintenance Service is divided into different sub-services:

- Service availability;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.

1.4.2.1 Service Availability.

Service hours	Monday to Friday from 8 AM to 5 PM EST (Eastern Time)
After hours support	On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone. Email support is available using the support email product.support@scytl.com. Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.
Response time	Dependent on issue priority (see section **Error! Reference source not found.**)
Diagnosis time	Dependent on issue priority (see section **Error! Reference source not found.**)
Service volume	Annual pool of hours (see contract).
Rules of use	• In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.2.2 Planned Maintenance Service and Technical Support.

1.4.2.2.1 Service Description – Planned Maintenance

Scytl is responsible for guarantying the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, Scytl guarantees the data integration for the **Supported Versions**.

What is included	• Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance.
What is not included	• Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process.

1.4.2.2.2 Service details – Planned Maintenance

Service hours	Monday to Friday from 9 AM to 5 PM EST Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.
Response time	Within 2 working days
Diagnosis time	• Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

1.4.2.2.3 Service Description – Specialized Technical Support Service

Scytl provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities[1]. The support service will be handled through the defined Technical Support Contacts.

What is included	• Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.
What is not included	• Support on solution configuration for specific electoral processes.

1.4.2.2.4 Service details – Specialized Technical Support Service

Service hours	Monday to Friday from 9 AM to 5 PM EST
Response time	Within 2 working days
Diagnosis time	Within 3 working days
Service volume	Annual pool of hours (see proposal/contract).

[1] Technical support during specific electoral processes is an optional service that is not included under this service

1.4.2.3 Hosting.

Scytl is responsible for new releases, security, maintenance, and uptime and will provide the Customer with the following services:

a. Hosting of the software on Scytl' servers in an Amazon Data Center rented by Scytl located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.
b. Installation, test, and initial system set up in the servers in the Data Center.

Scytl will provide the Customer with the following support and service level:

a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
b. Full infrastructure and network redundancy using distributed cloud locations.
c. Reporting tools will be available upon request to show historic data.

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APPENDIX 2

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Douglas County, Nevada

Online Election Training Proposal

August 18, 2020

Levi Bruce
Business Development & Sales Representative
Levi.Bruce@scytl.us

Scytl Secure Electronic Voting
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2 Cover Letter

August 18, 2020

Kathy Lewis

County Clerk

Douglas County,
Nevada

Ms. Lewis,

The services and cost estimates in the following proposal represent the best solution to the stated project parameters at competitive prices. This proposal is valid for a period of ten (10) days from the date of presentation. In the event that the Douglas County and Scytl cannot agree upon a mutually agreeable contract within a twenty (20) day period, Scytl reserves the right to make any necessary adjustments to the scope, time estimates, or investment price for the project. Scytl is the ONLY provider of a fully customized election training software, designed by a team of election education experts. Therefore, we are the sole source provider of this solution as it cannot be licensed, purchased, or leased from any other company or provider.

This proposal does not serve as a binding agreement for either party represented. Binding agreements will be acknowledged as a definitive contract, executed, and delivered.

We would like to thank you for the opportunity to propose a solution to meet your needs. We look forward to building a relationship with the Douglas County. All inquiries to this proposal should be directed to Levi Bruce by phone at 419-348-5218 or email at: Levi.Bruce@scytl.com

Sincerely,

Jonathan Brill
President & General Manager

COPY

3 Scytl Online Training

3.1 Fully Customized Scytl Online Training



Scytl Online Training is **the most widely used online election worker training and is currently being used in over 600 jurisdictions across the country.** Scytl Online Training provides customized curriculums outlining voting equipment setup, polling place policies, and Election Day procedures and scenarios.

Our team of seasoned instructional designers leverages our experience working hand-in-hand with city, county, and state customers when creating each unique online learning experience. Years of experience working exclusively with election officials has molded the **Scytl Online Training** platform into an invaluable tool to ensure consistency in your election processes.

Scytl Online Training is currently being used across North America, Europe, the Middle East, and Australia. Scytl's team leverages years of experience working exclusively with adult learners, which has molded the **Scytl Online Training** into an invaluable tool to help increase learner comprehension and knowledge retention.

Platform Capabilities

- Specific American Disabilities Act Compliance Training
- Custom Content Created for each Client
- Role-Based Interactive Exercises to Reinforce Lessons
- Training Best Practices from over 600 Election Jurisdictions
- Experience with All Major Voting Equipment Vendors

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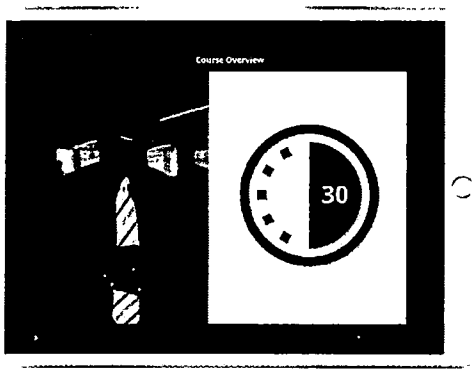
3.1.1 The Learning Management System

Scytl Online Training is used in tandem with our learning management system (LMS) to provide your office with the tools you need to track and access learner progress and knowledge retention



Key features:

- Custom Assessments which test learners' comprehension and retention of information
- Built-in reporting tools which provide a clear view of learner's progress and assessment scores
- Certificates of completion upon passing

3.1.2 ADA Training Curriculum

Scytl Online Training provides election workers with the proper knowledge and communication skills required to assist voters with disabilities. Scytl's ADA curriculum provides a full program of sensitivity coursework, professionally developed content from experts in the field of ADA compliance, and demonstrates training on maintaining compliance of polling place accessibility that will meet State and County procedures for handling Election Day issues.

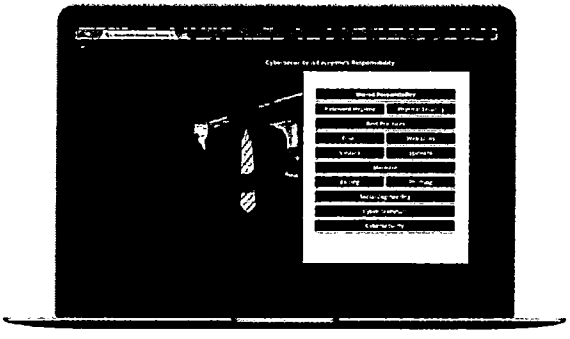


3.1.3 Cybersecurity Awareness Training Curriculum

Scytl Online Cybersecurity Awareness Training provides your office with the knowledge to defend against cyber-attacks. It is an introduction to cybersecurity principles, the current threat landscape, and best practices to mitigate unwanted hacks and breaches.

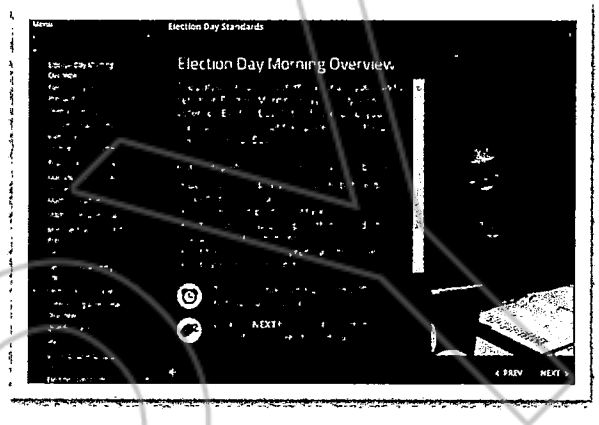
The training covers the following topics and more:

- Defining the threat landscape
- Passwords and two-factor authentication
- Phishing
- Physical security
- Recognizing threats and risks
- Security is a shared responsibility



- Social Engineering
- Understanding malware

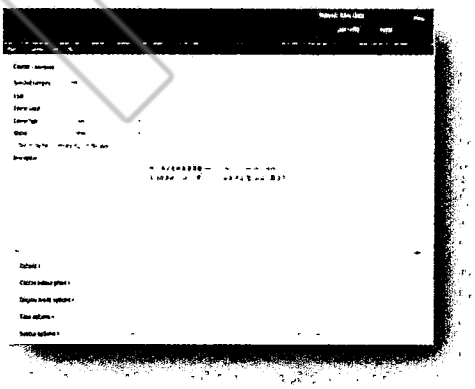
3.1.4 Election Worker Training Experience



Scytl Online Training has been leveraged by over 600 jurisdictions in 16 states including Arizona, California, New York, Florida, Texas, Michigan, North Carolina, South Carolina, Colorado, Kansas, Kentucky, New Mexico, Utah, Illinois, Mississippi, Indiana, and internationally in Canada, The Ukraine, The United Kingdom, and the Democratic Republic of the Congo. Direct feedback from our customers around the world drives the development of this industry leading online training platform.

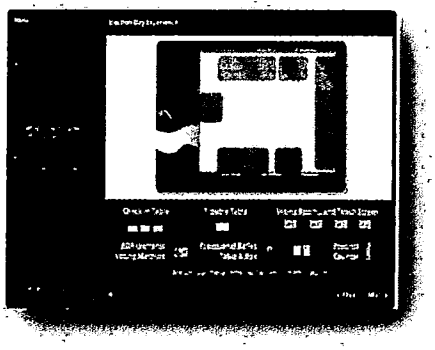
- Blended learning curriculum
- Role-based scenario training
- Training best practices archive
- Experienced with all voting equipment vendors

3.1.5 Fully Editable Content



Election training requirements are constantly evolving. Due to these changing requirements, the Scytl online training platform includes an integrated, easy to use content editor. The built-in editor does not require a "plug-in" or additional software, which reduces the cost of editing and eliminates the challenges associated with firewalls and network requirements for third party browser additions.

3.1.6 Engaging Interactive Adult Training



Most adults are one of three types of learners: visual, auditory, or interactive. Scytl Online Training is designed with each of these learning styles in mind, ensuring every student receives consistent instruction regardless of learning style. Using multimedia assets including video, voiceovers, and interactive "edutainment" exercises, Scytl Online Training attracts and retains the attention of every election worker.

3.1.7 Reporting and Certification

Election Administrators have the ability, through Scytl Online Training, to monitor the progress of all trainees at each stage throughout the online training program. Built-in reporting tools provide a clear view of each trainee's utilization of the online training platform. Test bank driven assessments provide measurements of information comprehension providing an excellent opportunity for re-education of areas of weakness. Randomized questions allow for a truly certifiable training experience.



3.1.8 Flexibility to Meet Your Needs

Scytl Online Training can sustain an unlimited amount of training content, which allows clients to build customized training content suited to their evolving needs. Scytl Online Training works across all major web browsers (Google Chrome, Edge, Internet Explorer, Firefox, and Safari), and is backed by an in-house Quality Assurance staff dedicated to the success of your Online Training Platform. Having successfully delivered online election worker training programs to some of the largest and most well-respected election officials across the country, Scytl is uniquely positioned to produce the most dynamic training experience possible to meet Douglas County's specific needs.

3.2 Online Training Essentials

With Scytl's Online Training Essentials, we take your already-created training videos, PowerPoint presentations, and materials and convert them into an online format. We then upload your content to the learning management system. The LMS capabilities ensure that a student has to view all of the training materials and provides you with the ability to track a student's progress through the training.

With Scytl's Online Training Essentials, you can also create formal assessments so that you can test your students on their knowledge retention of the processes and procedures covered in the training, and you can use the LMS's robust reporting to analyze a student's responses and scores to the assessment questions. Scytl's Online Training Essentials can be deployed in a short timeframe, ensuring that you are able to get your election workers the important information they need to conduct their responsibilities and tasks for your upcoming elections. Scytl's team of expert adult educators are there to support you before, during, and after your training cycle.

COPY

4 Services to be provided

4.1 Services to be provided by Scytl for Fully Customized Scytl Online Training

The services to be provided by Scytl in this proposal for a full training implementation are:

- Single point of contact for the County for project management.
- Actively collaborate with the County.
- Full Training Content:
  - Up to 2 hours of custom training content.
  - Onsite video shoot (2 resources over 2 days).
- Additional training content may be developed at Scytl's standard hourly rate of $150 per hour. Effort estimates will be provided upon request.
- Provision of the Online Training Platform as a service (SaaS) for the County:
  - Creation and setup of County's instance
  - Users imported from election worker database via a .csv file
  - Custom front page banner designed
  - Access to pre-built content – Disability and Sensitivity Awareness Training; and Cybersecurity Awareness Training
  - Creation of assessments and surveys
- Deployment and validation of the solution on Scytl's data center in the US that will allow high availability during the production period.
- Technical management of the project in those parts corresponding to Scytl.
- Perform a user acceptance test (UAT) to get the County's approval before the election period.
- Provision of the platform documentation.
- Training to the County to ensure that it is able to operate the platform for each election.
- All services to be provided remotely unless otherwise specified.

4.2 Services to be provided by Scytl for Online Training Essentials

The services to be provided by Scytl in this proposal for Scytl Online Training Essentials are:

- Single point of contact for the County for project management.
- Actively collaborate with the County.
- Provision of the Online Training Platform as a service (SaaS) for the County:
  - Creation and setup of County's instance
  - Users imported from election worker database via a .csv file
  - Custom front page banner designed
  - Conversion of County's already-existing PowerPoints, videos, other manuals/training materials to online format

  - Access to pre-built content – Disability and Sensitivity Awareness Training; and Cybersecurity Awareness Training
  - Creation of assessments and surveys
- Deployment and validation of the solution on Scytl's data center in the US that will allow high availability during the production period.
- Technical management of the project in those parts corresponding to Scytl.
- Perform a user acceptance test (UAT) to get the County's approval before the election period.
- Provision of the platform documentation.
- Training to the County to ensure that it is able to operate the platform for each election.
- All services to be provided remotely unless otherwise specified.

The services to be provided by Scytl in this proposal (for either the Scytl Online Training option or Scytl Online Training Essentials option) for the ongoing support are:

- Account management production support – limited to 15 hours per year.
- Content development (refresh of training contents, minor changes) – limited to 20 hours per year.
- Technical support (development team, DBA – Database administrator, and IT engineer) – limited to 10 hours per year.

4.3 Douglas County to provide

The County will be required to provide the following in order to assure the success of the project:

- A single point of contact for Scytl.
- Actively collaborate with Scytl to provide the requested data in the requested timescale.
- The County will determine the lessons to be provided and will review and approve all designs.
- Provide the necessary data (in electronic format) to configure the system.
- Validate acceptance of the platform during the user acceptance test (UAT).
- Any other services not provided by Scytl.
- The County agrees to participate in the training for Classroom Management module and after year 1 will manage the set up and administration of the Classroom management inhouse.

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5 Pricing

Scytl would like to offer the Douglas County a SaaS licensing model for Scytl's Online Training.

5.1 Implementation Pricing Options

Online Training Service	Investment	Terms
Implementation Breakdown		
Fully Customized Online Training Implementation – LMS creation/deployment, content development/assessments, video/photo shoot, & project management *(15% discount if contracted for in the initial agreement)*	$23,760.00 *$20,196.00*	Includes Online Training Essentials & VO/CC for the Nov. 2020 training cycle at no additional cost. Fully Customized Online Training implementation to be developed at a future date.
Online Training Essentials Implementation – LMS creation/deployment, videos/content provided by Douglas County, NV, assessments, & project management	$5,000.00	Good for a one-year term.

5.2 Fully Custom Annual Assurance Pricing

Online Training Service	Investment (2020 Start Date Discount of 15%)	Investment (2021 Start Date)
Annual Assurance Fee (Year 1)	$6,120.00	$7,200.00
Annual Assurance Fee (Year 2)	$6,120.00	$7,200.00
Annual Assurance Fee (Year 3)	$6,120.00	$7,200.00
Total 3 Year Subscription	$18,360.00	$21,600.00

5.3 Payment Terms

The following payment terms are proposed for the agreement between Douglas County and Scytl.

- For the implementation fee:
  - 50% of the implementation fee will be paid upon contract signature.
  - 50% of the implementation fee will be paid upon acceptance of the Fully Custom solution.
- For the annual assurance:
  - The annual assurance will be paid in full at the beginning of the yearly contract term.
  - First year Annual assurance is due upon completion of the Essentials Implementation

5.4 Assumptions

The following assumptions1 have been made for the price quoted:

i. Prices in USD and without taxes (unless otherwise stated).
ii. Implementation assumptions:
   a. Implementation timeline to be mutually agreed by both parties.
iii. License maintenance includes the following:
   a. Technical support (Tier 3), limited to a certain number of hours per year, as detailed before.
   b. Bug-fixing
   c. Software Upgrades in accordance with product lifecycle.
iv. The proposed solutions are hosted on Scytl's Data Center.
v. All services to be provided remotely, unless specified above. On-site services are optionally available at an extra cost.
vi. Maximum of 5 election training cycles per year

5.5 Scope of Work for Fully Customized Training

Scytl will provide the following services to Douglas County. The sample timeline below assumes that Online Training Essentials would be available for use with the November 2020 Election Training cycle, and would require a 1 month implementation timeline. Fully Customized Online Training would be available in 2021, a timeline for which would be agreed upon at that point.

Service/Deliverable	**Assignee**	**Sample Timeline**
Project Kick-Off Meeting.	Scytl/ Douglas County	Day Zero
LMS deployment and customization.	Scytl	Day 12
Provide training videos/presentations.	Douglas County	Day 18

Assessments for online training written and submitted to Douglas County for review and approval.	Scytl	Day 23
Final delivery, approval, and sign-off / project completion and go live.	Douglas County	Day 30

6 About Scytl

Our democracy deserves peace of mind. At Scytl, we simplify elections. We focus on the details so you can focus on your voters. Scytl is a global leader in election technology solutions that simplify communication with your constituents, facilitate opportunities to increase democratic participation, and streamline legislative session management.

Established in 2001 as a developer of custom election technology, Scytl's primary focus is putting control over costs and data back into the hands of the election jurisdictions. We accomplish this by making our products intuitive and easy to use and configurable to your unique needs.

Domestically, we work with State and local jurisdictions to simplify elections through the use of software and technology. In the 2018 Mid-term Elections, Scytl provided solutions to more than 900 local U.S. jurisdictions, with 11 state-wide implementations, helping more than 70 million voters. Internationally, we are the world's leader in online voting, where our solution has been used in over 100,000 electronic electoral events, in over 20 counties.

Proven Reliability

At Scytl, we partner with your office in many ways, but our clients consistently tell us that these are the most valuable:

- Our Account Managers act as an extension of election staff on Election Day and in the months leading up to it.
- Scytl works closely with AWS to ensure that our solutions are the most reliable and responsive available.

6.1 Relevant Experience

Scytl is a leading provider of election software for cities, counties, and states. Scytl has provided ENR in the United States since 2002. Scytl has worked on numerous high-profile electoral modernization projects for governments and public administrations worldwide. All the projects Scytl has worked in have been proven globally with thousands of public employees using our solutions from legislative management to online training and from online voting to results consolidation and reporting.

The list below indicates a sample of Scytl's previous engagements which will allow evaluating our firm's past performance and demonstrated approach in order to meet and exceed your needs.

Client	County/State
Country Clients	Israel; United Kingdom; Canada; Australia; Malta
Statewide Clients	Connecticut; South Carolina; Mississippi; Georgia
Cities	City of Chicago, Illinois; City of Norfolk, Virginia; City of Edmonton, Canada; City of Calgary, Canada; City of Toronto, Canada
Counties	Dallas County; Denton County; Gwinnett County; Kankakee County; Los Angeles County; Macoupin County; Madison County; Merced County; Morgan County; Rockwall County; San Diego County; Santa Clara County; Sarasota County; Somerset County; Ventura County; Washoe County

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Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

day of , 20

By Deputy

AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION d/b/a SCYTL and DOUGLAS COUNTY, NV

PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of August 26, 2023 (the Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 5401 W. Kennedy Blvd. Suite 100 Tampa, FL 33609 ("SOE") and Douglas County, a political subdivision of the State of Nevada, P.O. Box 218 , Minden, NV 89423 (the "Customer") by and through its County Manager for the benefit of the Douglas County Clerk's Office ("Customer").
Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Online Poll Worker Training entered into as of August 26 2020, by and between the Parties (the Agreement) is hereby extended for another three (3) years and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for three (3) years from August 26, 2023 to August 25, 2026 (the Extended Term).
2. During this renewal period the custom training implementation will be complete. The implementation fee has already been paid and will be developed when Douglas County notifies SOE Software that they are ready to begin.
3. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non-cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
4. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	Fee	Invoicing Date
Scytl Online Poll Worker Training Annual Assurance 08/26/2023-08/25/2024	$6,448.00	Upon signature
Scytl Online Poll Worker Training Annual Assurance 08/26/2024-08/25/2025	$6,448.00	August 01, 2024
Scytl Online Poll Worker Training Annual Assurance 08/26/2025-08/25/2026	$6,448.00	August 01, 2025

5. Except as modified above, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION

By: Jonathan Brill, General Manager
SOE Software Corporation (dba Scytl)
Date: August 3, 2023

DOUGLAS COUNTY, NV

By:

Date: 7/31/23

AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION and DOUGLAS COUNTY, NV

PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of August 26, 2026 (the Effective Date), by SOE SOFTWARE CORPORATION with principal offices at 5401 W. Kennedy Blvd. Suite 100 Tampa, FL 33609 ("SOE") and Douglas County, a political subdivision of the State of Nevada, P.O. Box 218, Minden, NV 89423 (the "Customer") by and through its County Manager for the benefit of the Douglas County Clerk's Office ("Customer").
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The Parties agree as follows:

1. To EXTEND the Election Services for three (3) years from August 26, 2026 to August 25, 2029 (the Extended Term).
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3. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	Fee	Invoicing Date
SOE Software Online Poll Worker Training Annual Assurance 08/26/2026-08/25/2027	$7,093.00	Upon signature of this renewal contract
SOE Software Online Poll Worker Training Annual Assurance 08/26/2027-08/25/2028	$7,093.00	August 01, 2027
SOE Software Online Poll Worker Training Annual Assurance 08/26/2028-08/25/2029	$7,093.00	August 01, 2028

4. Except as modified above, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION	**DOUGLAS COUNTY, NV**
	
By: Jonathan Brill, President SOE Software Corporation	By:
Date: 9/3/2026	Date:

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 7/1/26 Payables Single, 7/2/26 Payables, 7/10/26 Payables, 7/10/26 Payroll, 7/17/26 Payables, 7/24/26 Payables, 7/24/26 Payroll, 7/31/26 Payables and 7/27/26 Utility Refunds. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Accept the cumulative voucher sheets submitted for checks and electronic fund transfers for the 7/1/26 Payables Single, 7/2/26 Payables, 7/10/26 Payables, 7/10/26 Payroll, 7/17/26 Payables, 7/24/26 Payables, 7/24/26 Payroll, 7/31/26 Payables and 7/27/26 Utility Refunds, as presented.

FINANCIAL IMPACT:
Total payables and payroll expenses for Douglas County for July 2026 is $16,884,901.59.

BACKGROUND:
NRS 244.210 requires every demand against the County, except the salaries of the elective officers of the County whose salaries are fixed by law, contested claims, and requests for refunds payable out of budgeted appropriations, be listed on cumulative voucher sheets and audited by the County Comptroller. The County Comptroller shall satisfy himself or herself whether the money demanded is legally due and remains unpaid, and whether its payment is authorized by law. If the demands qualify for payment, warrants must be drawn on the County Treasurer in accordance with the listing of the demands on the voucher sheets. The warrants and voucher sheets must be signed by the County Comptroller and the County Treasurer. A signed copy of the cumulative voucher sheets must be forwarded by the County Treasurer to the Board of County Commissioners.

ATTACHMENTS:
7-1-26 Payables Single.pdf
7-2-26 Payables.pdf
7-10-26 Payables.pdf

7-10-26 Payroll.pdf
7-17-26 Payables.pdf
7-24-26 Payables.pdf
7-24-26 Payroll.pdf
7-31-26 Payables.pdf
7-27-26 Utility Refunds.pdf

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $18.00 FOR CHECK #768068, DATED 7-1-26, HAS BEEN ISSUED AND IS SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2026.08.29 14:38:38 -07'00'
COMPTROLLER

BY: Meghan Dorris
Digitally signed by Meghan Dorris
Date: 2026.08.29 18:01:11 -07'00'
ASSISTANT TREASURER

Douglas County

Void Payment - Reissue Check Register

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/02/2026

Original Type	Original Date	Original Number	Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: 1-BOFA - Bank of America								
Check	07/01/2026	767967	Accounts Payable	Warren , Trisha		Check	768068	18.00
1-BOFA Bank of America Totals:				Transactions: 1				$18.00

Checks:	1	$18.00

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $614,130.78 FOR CHECKS #767968-768067 AND EFTS #162851-162914, ALL DATED 7-2-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:40:03 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:01:48 -07'00'
ASSISTANT TREASURER

Douglas County
7-2-26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/02/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	07/02/2026	767968	Accounts Payable	Ames , Emilce		339.00
Check	07/02/2026	767969	Accounts Payable	AT&T Global Services		137.64
Check	07/02/2026	767970	Accounts Payable	AT&T Mobility National Accounts LLC		133.41
Check	07/02/2026	767971	Accounts Payable	AT&T Mobility National Accounts LLC		861.11
Check	07/02/2026	767972	Accounts Payable	AT&T Mobility National Accounts LLC		1,179.21
Check	07/02/2026	767973	Accounts Payable	AT&T Mobility National Accounts LLC		769.32
Check	07/02/2026	767974	Accounts Payable	AT&T Mobility National Accounts LLC		1,686.35
Check	07/02/2026	767975	Accounts Payable	AT&T Mobility National Accounts LLC		7,699.50
Check	07/02/2026	767976	Accounts Payable	Buddington , Donna		280.00
Check	07/02/2026	767977	Accounts Payable	CAMPO		3,907.00
Check	07/02/2026	767978	Accounts Payable	Carson Valley Swim Center		4,878.00
Check	07/02/2026	767979	Accounts Payable	Chou , Sheena		1,100.00
Check	07/02/2026	767980	Accounts Payable	CoCos N Moes		9,600.00
Check	07/02/2026	767981	Accounts Payable	Compassionate Solutions Inc		2,753.83
Check	07/02/2026	767982	Accounts Payable	Costco Citi Card - JPO		465.87
Check	07/02/2026	767983	Accounts Payable	Dallaire , Tom		100.00
Check	07/02/2026	767984	Accounts Payable	DCSO Investigations - Petty Cash		837.00
Check	07/02/2026	767985	Accounts Payable	DIRECTV LLC		220.28
Check	07/02/2026	767986	Accounts Payable	DIRECTV LLC		437.55
Check	07/02/2026	767987	Accounts Payable	Dish Network		371.52
Check	07/02/2026	767988	Accounts Payable	Douglas Diablos FC Inc		100.00
Check	07/02/2026	767989	Accounts Payable	Edwards , Rebecca		407.00
Check	07/02/2026	767990	Accounts Payable	Express Systems		94.50
Check	07/02/2026	767991	Accounts Payable	Faber and Brand LLC		406.47
Check	07/02/2026	767992	Accounts Payable	Fire Service Center		300.00
Check	07/02/2026	767993	Accounts Payable	Frame Architecture Inc (ACH)		10,000.00
Check	07/02/2026	767994	Accounts Payable	Frontier		45.99
Check	07/02/2026	767995	Accounts Payable	Frontier		45.99
Check	07/02/2026	767996	Accounts Payable	Frontier		687.17
Check	07/02/2026	767997	Accounts Payable	Frontier		687.17
Check	07/02/2026	767998	Accounts Payable	Frontier Communications Corp		123.66
Check	07/02/2026	767999	Accounts Payable	Frontier Communications Corp		2,168.26
Check	07/02/2026	768000	Accounts Payable	Garcia , Patricia		535.00
Check	07/02/2026	768001	Accounts Payable	Granite Construction Supply		1,982.03

Douglas County
7-2-26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/02/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/02/2026	768002 Accounts Payable	Home Depot		542.94
Check	07/02/2026	768003 Accounts Payable	Hunt Propane Inc		122.43
Check	07/02/2026	768004 Accounts Payable	Hutchings , Gregory		47.13
Check	07/02/2026	768005 Accounts Payable	JCG Technologies Inc		475.00
Check	07/02/2026	768006 Accounts Payable	Keefe Supply Company		478.60
Check	07/02/2026	768007 Accounts Payable	Kopal , Angela		1,500.00
Check	07/02/2026	768008 Accounts Payable	Library - Petty Cash		153.55
Check	07/02/2026	768009 Accounts Payable	M Scott Properties Inc		1,950.00
Check	07/02/2026	768010 Accounts Payable	Mahogany Court Apartments		1,273.00
Check	07/02/2026	768011 Accounts Payable	Matthew Bender & Co Inc		161.43
Check	07/02/2026	768012 Accounts Payable	Microgenics Corp		2,959.81
Check	07/02/2026	768013 Accounts Payable	Motion Picture Licensing Corp		1,213.74
Check	07/02/2026	768014 Accounts Payable	Nevada District Attorneys Association		2,300.00
Check	07/02/2026	768015 Accounts Payable	NV Energy		525.89
Check	07/02/2026	768016 Accounts Payable	NV Energy		640.74
Check	07/02/2026	768017 Accounts Payable	NV Energy		20,585.45
Check	07/02/2026	768018 Accounts Payable	NV Energy		1,553.08
Check	07/02/2026	768019 Accounts Payable	NV Energy		4,977.97
Check	07/02/2026	768020 Accounts Payable	NV Energy		162.95
Check	07/02/2026	768021 Accounts Payable	NV Energy		6,861.56
Check	07/02/2026	768022 Accounts Payable	NV Energy		4,930.03
Check	07/02/2026	768023 Accounts Payable	NV Energy		613.46
Check	07/02/2026	768024 Accounts Payable	NV Energy		1,340.28
Check	07/02/2026	768025 Accounts Payable	NV Energy		6,637.38
Check	07/02/2026	768026 Accounts Payable	NV Energy		1,254.43
Check	07/02/2026	768027 Accounts Payable	NV Energy		406.26
Check	07/02/2026	768028 Accounts Payable	NV Energy		57.52
Check	07/02/2026	768029 Accounts Payable	NV State Commission on POST		1,200.00
Check	07/02/2026	768030 Accounts Payable	NV State Department of Taxation		50.00
Check	07/02/2026	768031 Accounts Payable	ODP Business Solutions LLC		568.16
Check	07/02/2026	768032 Accounts Payable	Orbis Partners, LLC		81.00
Check	07/02/2026	768033 Accounts Payable	Peleaz , Nicole		300.00
Check	07/02/2026	768034 Accounts Payable	Pitney Bowes Bank Inc Reserve Account		15,000.00
Check	07/02/2026	768035 Accounts Payable	Priority Dispatch Corp.		1,320.00
Check	07/02/2026	768036 Accounts Payable	ProtoKleen Inc		695.00

Douglas County

7-2-26 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/02/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/02/2026	768037	Accounts Payable	Qual-Econ USA (ACH)		23,181.00
Check	07/02/2026	768038	Accounts Payable	Rajeski , Andrea		40.60
Check	07/02/2026	768039	Accounts Payable	Rango Broadband		480.00
Check	07/02/2026	768040	Accounts Payable	Recreation - Petty Cash		11.69
Check	07/02/2026	768041	Accounts Payable	Resource Concepts Inc		2,380.00
Check	07/02/2026	768042	Accounts Payable	Robert Half		2,648.20
Check	07/02/2026	768043	Accounts Payable	Rosin , Bruce R		312.93
Check	07/02/2026	768044	Accounts Payable	Sani-Hut Company Inc		370.00
Check	07/02/2026	768045	Accounts Payable	Sierra Nevada Construction Inc		576.00
Check	07/02/2026	768046	Accounts Payable	Silver State Towing		1,600.00
Check	07/02/2026	768047	Accounts Payable	Smith , Jerry		180.00
Check	07/02/2026	768048	Accounts Payable	Southwest Gas		2,817.22
Check	07/02/2026	768049	Accounts Payable	Suicide Prevention Network		9,936.42
Check	07/02/2026	768050	Accounts Payable	Summit Crest Apartments		2,079.00
Check	07/02/2026	768051	Accounts Payable	Superior Court of California		129.11
Check	07/02/2026	768052	Accounts Payable	Sysco Food Services of Sacramento		8,905.53
Check	07/02/2026	768053	Accounts Payable	TactiTronics LLC		1,768.00
Check	07/02/2026	768054	Accounts Payable	Tahoe Douglas Fire Protection District		3,762.72
Check	07/02/2026	768055	Accounts Payable	Three Peaks Therapy LLC		4,020.00
Check	07/02/2026	768056	Accounts Payable	Topaz Ranch Estate Water Company		145.31
Check	07/02/2026	768057	Accounts Payable	Tucker , Nora		1,100.00
Check	07/02/2026	768058	Accounts Payable	UNI Construction		102,117.42
Check	07/02/2026	768059	Accounts Payable	United Finance Company		155.23
Check	07/02/2026	768060	Accounts Payable	US Foods Inc		4,127.90
Check	07/02/2026	768061	Accounts Payable	Walton Solutions Inc		600.00
Check	07/02/2026	768062	Accounts Payable	Warren Reed Insurance		10,132.01
Check	07/02/2026	768063	Accounts Payable	Wilcks , Noeleen		500.00
Check	07/02/2026	768064	Accounts Payable	Xerox Corporation		28.70
Check	07/02/2026	768065	Accounts Payable	Bibliotheca LLC (ACH)		6,022.00
Check	07/02/2026	768066	Accounts Payable	Camp Richardson Marina (ACH)		1,375.02
Check	07/02/2026	768067	Accounts Payable	Power Products Unlimited LLC (ACH)		4,744.51
EFT	07/02/2026	162851	Accounts Payable	A Sign Shop (ACH)		2,972.50
EFT	07/02/2026	162852	Accounts Payable	A+ Janitorial Service (ACH)		562.50
EFT	07/02/2026	162853	Accounts Payable	ADT LLC (ACH)		2,550.00
EFT	07/02/2026	162854	Accounts Payable	Allied Sanitation Services LLC (ACH)		125.00

Douglas County
7-2-26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/02/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/02/2026	162855	Accounts Payable	Amazon Capital Services Inc (ACH)		25,177.75
EFT	07/02/2026	162856	Accounts Payable	ARC Generator Service (ACH)		2,045.65
EFT	07/02/2026	162857	Accounts Payable	BlueTritton Brands Inc (ACH)		44.97
EFT	07/02/2026	162858	Accounts Payable	Brown (ACH) , Richard		1,000.00
EFT	07/02/2026	162859	Accounts Payable	Buffo's Refrigeration (ACH)		445.41
EFT	07/02/2026	162860	Accounts Payable	Capitol Reporters (ACH)		5,116.50
EFT	07/02/2026	162861	Accounts Payable	Carson City Community Counseling Center (ACH)		15,325.39
EFT	07/02/2026	162862	Accounts Payable	Carson Valley Locksmith (ACH)		102.60
EFT	07/02/2026	162863	Accounts Payable	Cintas Corporation (ACH)		871.73
EFT	07/02/2026	162864	Accounts Payable	Cintas Corporation (ACH)		102.31
EFT	07/02/2026	162865	Accounts Payable	Cintas Corporation (ACH)		83.35
EFT	07/02/2026	162866	Accounts Payable	CMC Tire Inc (ACH)		304.50
EFT	07/02/2026	162867	Accounts Payable	Commercial Equipment Source LLC (ACH)		365.00
EFT	07/02/2026	162868	Accounts Payable	Dash Medical Gloves LLC (ACH)		246.00
EFT	07/02/2026	162869	Accounts Payable	East Fork Fire Protection District (ACH)		1,054.28
EFT	07/02/2026	162870	Accounts Payable	EBSCO Information Services (ACH)		4,168.00
EFT	07/02/2026	162871	Accounts Payable	Ence Law Ltd (ACH)		900.00
EFT	07/02/2026	162872	Accounts Payable	Equipmentshare.com Inc (ACH)		707.46
EFT	07/02/2026	162873	Accounts Payable	Farmer Bros Co (ACH)		265.62
EFT	07/02/2026	162874	Accounts Payable	Flyers Energy LLC (ACH)		16,671.35
EFT	07/02/2026	162875	Accounts Payable	Flyers Energy LLC (ACH)		3,138.47
EFT	07/02/2026	162876	Accounts Payable	Flyers Energy LLC (ACH)		3,847.57
EFT	07/02/2026	162877	Accounts Payable	Flyers Energy LLC (ACH)		6,415.58
EFT	07/02/2026	162878	Accounts Payable	Granicus LLC (ACH)		31,652.91
EFT	07/02/2026	162879	Accounts Payable	Great Basin Control Systems (ACH)		23,488.00
EFT	07/02/2026	162880	Accounts Payable	Hajoca Corporation (ACH)		3,492.54
EFT	07/02/2026	162881	Accounts Payable	HDL Software LLC (ACH)		6,908.44
EFT	07/02/2026	162882	Accounts Payable	Howell (ACH) , Paul		312.93
EFT	07/02/2026	162883	Accounts Payable	Ingram Library Services LLC (ACH)		40.59
EFT	07/02/2026	162884	Accounts Payable	Inland Supply Co (ACH)		663.80
EFT	07/02/2026	162885	Accounts Payable	Inland Supply Co (ACH)		260.32
EFT	07/02/2026	162886	Accounts Payable	J Gunnell Law LLC (ACH)		450.00
EFT	07/02/2026	162887	Accounts Payable	Knecht (ACH) , Raquel		196.70
EFT	07/02/2026	162888	Accounts Payable	LexisNexis Risk Solutions (ACH)		3,948.86

Douglas County
7-2-26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/02/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/02/2026	162889	Accounts Payable	Lumos & Associates Inc (ACH)		3,367.00
EFT	07/02/2026	162890	Accounts Payable	Matt Stermitz Law LLC (ACH)		2,135.00
EFT	07/02/2026	162891	Accounts Payable	Midwest Tape (ACH)		2,377.83
EFT	07/02/2026	162892	Accounts Payable	Nevada News Group (ACH)		672.00
EFT	07/02/2026	162893	Accounts Payable	NV JFG Systems LLC (ACH)		3,378.00
EFT	07/02/2026	162894	Accounts Payable	Parametrix Inc (ACH)		9,881.21
EFT	07/02/2026	162895	Accounts Payable	Pavini (ACH) , Jana		1,500.00
EFT	07/02/2026	162896	Accounts Payable	R & S Optimum Offset (ACH)		115.00
EFT	07/02/2026	162897	Accounts Payable	Reno Carson Messenger Service Inc (ACH)		237.18
EFT	07/02/2026	162898	Accounts Payable	Ross Heating and Air Conditioning Inc (ACH)		12,657.00
EFT	07/02/2026	162899	Accounts Payable	Safelite Fulfillment Inc (ACH)		1,796.67
EFT	07/02/2026	162900	Accounts Payable	Sagebrush Sprouts Preschool		5,323.50
EFT	07/02/2026	162901	Accounts Payable	SPB Utility Services Inc		1,540.00
EFT	07/02/2026	162902	Accounts Payable	Summit Plumbing Co LLC (ACH)		600.00
EFT	07/02/2026	162903	Accounts Payable	Swank Movie Licensing USA (ACH)		595.00
EFT	07/02/2026	162904	Accounts Payable	Taggart & Taggart Ltd (ACH)		1,614.45
EFT	07/02/2026	162905	Accounts Payable	Tahoe Supply Company (ACH)		2,097.33
EFT	07/02/2026	162906	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		9,586.30
EFT	07/02/2026	162907	Accounts Payable	TruePoint Solutions LLC (ACH)		39,825.50
EFT	07/02/2026	162908	Accounts Payable	US Bank Equipment Finance (ACH)		332.86
EFT	07/02/2026	162909	Accounts Payable	US Bank Equipment Finance (ACH)		58.76
EFT	07/02/2026	162910	Accounts Payable	Verus Associates Nevada LLC (ACH)		11,311.50
EFT	07/02/2026	162911	Accounts Payable	Walkenhorst's (ACH)		401.40
EFT	07/02/2026	162912	Accounts Payable	WAM Software Inc (ACH)		35.00
EFT	07/02/2026	162913	Accounts Payable	Western Nevada Supply Co (ACH)		1,717.60
EFT	07/02/2026	162914	Accounts Payable	Wickstrom Ace Hardware LLC (ACH)		424.97
1-BOFA Bank of America Totals:				Transactions: 164		$614,130.78

Checks:	100	$334,525.14
EFTs:	64	$279,605.64

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $2,850,366.74 FOR CHECKS #768077-768187 AND EFTS #163583-163660, ALL DATED 7-10-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2026.08.29 14:40:23 -07'00'
COMPTROLLER

BY: Meghan Dorris
Digitally signed by Meghan Dorris
Date: 2026.08.29 18:02:07 -07'00'
ASSISTANT TREASURER

Douglas County
07/10/2026 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/10/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	07/10/2026	768077 Accounts Payable	ABE Printing & Copy		1,364.50
Check	07/10/2026	768078 Accounts Payable	Ace Hardware		251.10
Check	07/10/2026	768079 Accounts Payable	Ace Hardware		777.36
Check	07/10/2026	768080 Accounts Payable	Alsco Inc		51.38
Check	07/10/2026	768081 Accounts Payable	Anderson , Daniel		624.26
Check	07/10/2026	768082 Accounts Payable	ARC Health & Wellness		91,281.00
Check	07/10/2026	768083 Accounts Payable	Armac Construction LLC		8,405.65
Check	07/10/2026	768084 Accounts Payable	Arms Unlimited		2,266.84
Check	07/10/2026	768085 Accounts Payable	Ascent Environmental Inc		30,736.00
Check	07/10/2026	768086 Accounts Payable	Ascentec Holdings LLC		12.00
Check	07/10/2026	768087 Accounts Payable	AT&T Global Services		71.75
Check	07/10/2026	768088 Accounts Payable	AT&T Mobility National Accounts LLC		195.56
Check	07/10/2026	768089 Accounts Payable	Axon Enterprise Inc		353,850.02
Check	07/10/2026	768090 Accounts Payable	Blue Owl Pest Control		130.00
Check	07/10/2026	768091 Accounts Payable	Bodin Law PLLC		45,990.00
Check	07/10/2026	768092 Accounts Payable	Bonanza Produce Co		1,463.25
Check	07/10/2026	768093 Accounts Payable	Brooks , Annette		250.00
Check	07/10/2026	768094 Accounts Payable	Carson City Health & Human Services		234.50
Check	07/10/2026	768095 Accounts Payable	Carson Valley Chamber of Commerce		17,500.00
Check	07/10/2026	768096 Accounts Payable	Charter Communications Operating LLC		139.98
Check	07/10/2026	768097 Accounts Payable	Clarity Counseling Services		585.00
Check	07/10/2026	768098 Accounts Payable	Cochran , Luke		54.58
Check	07/10/2026	768099 Accounts Payable	Costco Citi Card - Community Services		1,772.08
Check	07/10/2026	768100 Accounts Payable	Credit Concepts Inc		218.54
Check	07/10/2026	768101 Accounts Payable	Del Real , Ricardo		98.49
Check	07/10/2026	768102 Accounts Payable	Dorris , Meghan		1,533.00
Check	07/10/2026	768103 Accounts Payable	Douglas Disposal Inc		3,121.72
Check	07/10/2026	768104 Accounts Payable	Driscoll , Bill		500.00
Check	07/10/2026	768105 Accounts Payable	Elite Investigations of Northern Nevada		14,462.29
Check	07/10/2026	768106 Accounts Payable	Environmental Inspection & Control Services (EICS)		984.00
Check	07/10/2026	768107 Accounts Payable	Express Systems		437.58
Check	07/10/2026	768108 Accounts Payable	Fastenal Industrial		73.58
Check	07/10/2026	768109 Accounts Payable	Frontier		692.36

Douglas County

07/10/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/10/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/10/2026	768110	Accounts Payable	Golub , Debbie Duran		331.50
Check	07/10/2026	768111	Accounts Payable	Hach Company		1,172.36
Check	07/10/2026	768112	Accounts Payable	Hamer , Daniel M		500.00
Check	07/10/2026	768113	Accounts Payable	Hartman , Jill		1,368.25
Check	07/10/2026	768114	Accounts Payable	James Hales Law PC		2,375.00
Check	07/10/2026	768115	Accounts Payable	Jones , Sharie L		728.00
Check	07/10/2026	768116	Accounts Payable	Keefe Supply Company		1,298.90
Check	07/10/2026	768117	Accounts Payable	Keller Associates Inc		4,725.00
Check	07/10/2026	768118	Accounts Payable	KEPRO Acquisitions Inc		455.00
Check	07/10/2026	768119	Accounts Payable	Liscio , Vincent		500.00
Check	07/10/2026	768120	Accounts Payable	Lococo , Jason		300.00
Check	07/10/2026	768121	Accounts Payable	Mangiaracina , Sara		88.00
Check	07/10/2026	768122	Accounts Payable	Marion Wilcox Corporation		500.00
Check	07/10/2026	768123	Accounts Payable	McKesson Medical Surgical Inc		4,185.16
Check	07/10/2026	768124	Accounts Payable	McMorris , Steven D		7,500.00
Check	07/10/2026	768125	Accounts Payable	Megee-Cady , Kelly		88.00
Check	07/10/2026	768126	Accounts Payable	Minden Bouncers		600.00
Check	07/10/2026	768127	Accounts Payable	Minden Town of		4,086.07
Check	07/10/2026	768128	Accounts Payable	Minden-Gardnerville Sanitation District		1,428.83
Check	07/10/2026	768129	Accounts Payable	Nevada Humanities Inc		400.00
Check	07/10/2026	768130	Accounts Payable	Novus Glass Carson Valley		401.00
Check	07/10/2026	768131	Accounts Payable	NV Dept of Employment Training & Rehabilitation		28,209.41
Check	07/10/2026	768132	Accounts Payable	NV Energy		51,919.20
Check	07/10/2026	768133	Accounts Payable	NV Energy		43,825.27
Check	07/10/2026	768134	Accounts Payable	NV Energy		63.63
Check	07/10/2026	768135	Accounts Payable	NV Energy		70.30
Check	07/10/2026	768136	Accounts Payable	NV Energy		37.60
Check	07/10/2026	768137	Accounts Payable	NV Energy		93.96
Check	07/10/2026	768138	Accounts Payable	NV Energy		42.94
Check	07/10/2026	768139	Accounts Payable	NV Energy		42.74
Check	07/10/2026	768140	Accounts Payable	NV Energy		44.17
Check	07/10/2026	768141	Accounts Payable	NV Energy		36.64
Check	07/10/2026	768142	Accounts Payable	NV State Department of Business & Industry		3,266.00
Check	07/10/2026	768143	Accounts Payable	NV State Department of Public Safety		1,446.00

Douglas County

07/10/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/10/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/10/2026	768144	Accounts Payable	NV State Public Employees Retirement System		3,020.16
Check	07/10/2026	768145	Accounts Payable	NV State Public Employees Retirement System		1,511,180.68
Check	07/10/2026	768146	Accounts Payable	NV State Treasurer-PAYROLL		4.00
Check	07/10/2026	768147	Accounts Payable	O'Reilly Auto Parts		230.17
Check	07/10/2026	768148	Accounts Payable	OCLC Inc		8,406.55
Check	07/10/2026	768149	Accounts Payable	ODP Business Solutions LLC		235.12
Check	07/10/2026	768150	Accounts Payable	Parts House		270.78
Check	07/10/2026	768151	Accounts Payable	Parts House		514.61
Check	07/10/2026	768152	Accounts Payable	Piasecki , Melissa MD PC		5,400.00
Check	07/10/2026	768153	Accounts Payable	Professional Finance Company Inc		721.77
Check	07/10/2026	768154	Accounts Payable	Raptor Pest Control		375.00
Check	07/10/2026	768155	Accounts Payable	Resource Concepts Inc		18,041.15
Check	07/10/2026	768156	Accounts Payable	Richardson , Connie S		361.00
Check	07/10/2026	768157	Accounts Payable	Ricoh USA Inc (ACH)		243.13
Check	07/10/2026	768158	Accounts Payable	Sampson , Matthew		2,000.00
Check	07/10/2026	768159	Accounts Payable	SCaDU		333.50
Check	07/10/2026	768160	Accounts Payable	SCaDU		241.00
Check	07/10/2026	768161	Accounts Payable	Smallwood , Barbara		500.00
Check	07/10/2026	768162	Accounts Payable	Stericycle Inc		96.00
Check	07/10/2026	768163	Accounts Payable	Stericycle Inc		700.29
Check	07/10/2026	768164	Accounts Payable	Stericycle Inc		40.01
Check	07/10/2026	768165	Accounts Payable	Stuyvesant , Robert		175.00
Check	07/10/2026	768166	Accounts Payable	Sysco Food Services of Sacramento		2,981.74
Check	07/10/2026	768167	Accounts Payable	Sysco Food Services of Sacramento		4,137.33
Check	07/10/2026	768168	Accounts Payable	Sysco Food Services of Sacramento		263.26
Check	07/10/2026	768169	Accounts Payable	T-Mobile USA Inc		544.45
Check	07/10/2026	768170	Accounts Payable	T-Mobile USA Inc		178.52
Check	07/10/2026	768171	Accounts Payable	Thompson , Richard		1,000.00
Check	07/10/2026	768172	Accounts Payable	Topaz Ranch Estate Water Company		179.00
Check	07/10/2026	768173	Accounts Payable	Uline Inc		221.66
Check	07/10/2026	768174	Accounts Payable	US Foods Inc		2,368.71
Check	07/10/2026	768175	Accounts Payable	US Forest Service		400.00
Check	07/10/2026	768176	Accounts Payable	US Postal Service (CMRS-FP)		750.00
Check	07/10/2026	768177	Accounts Payable	USABluebook		3,780.53

Douglas County

07/10/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/10/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/10/2026	768178	Accounts Payable	Vestis Services LLC		1,624.85
Check	07/10/2026	768179	Accounts Payable	Walling , Ray		500.00
Check	07/10/2026	768180	Accounts Payable	Walsh , Larry		500.00
Check	07/10/2026	768181	Accounts Payable	Western Nevada Regional Youth Lyon County		104,804.75
Check	07/10/2026	768182	Accounts Payable	Xerox Corporation		1,235.40
Check	07/10/2026	768183	Accounts Payable	Yeaman , Guy		50.00
Check	07/10/2026	768184	Accounts Payable	DrugTestsInBulk.Com (ACH)		1,200.00
Check	07/10/2026	768185	Accounts Payable	Summit Collection Services (ACH)		348.21
Check	07/10/2026	768186	Accounts Payable	Ricoh USA Inc (ACH)		486.26
Check	07/10/2026	768187	Accounts Payable	ClearGov Inc (ACH)		16,882.63
EFT	07/10/2026	163583	Accounts Payable	A Sign Shop (ACH)		311.70
EFT	07/10/2026	163584	Accounts Payable	A+ Janitorial Service (ACH)		450.00
EFT	07/10/2026	163585	Accounts Payable	Allied Sanitation Services LLC (ACH)		2,510.00
EFT	07/10/2026	163586	Accounts Payable	Amazon Capital Services Inc (ACH)		16,100.93
EFT	07/10/2026	163587	Accounts Payable	Animal Medical Services (ACH)		160.00
EFT	07/10/2026	163588	Accounts Payable	ArcherHall LLC (ACH)		657.00
EFT	07/10/2026	163589	Accounts Payable	Axleline Inc (ACH)		337.54
EFT	07/10/2026	163590	Accounts Payable	Brian D Leany PhD LLC (ACH)		3,575.00
EFT	07/10/2026	163591	Accounts Payable	Brown (ACH) , Richard		350.00
EFT	07/10/2026	163592	Accounts Payable	Capitol Reporters (ACH)		5,669.00
EFT	07/10/2026	163593	Accounts Payable	Charm-Tex, Inc (ACH)		657.74
EFT	07/10/2026	163594	Accounts Payable	Chernock (ACH) , William D		500.00
EFT	07/10/2026	163595	Accounts Payable	Cintas Corporation (ACH)		189.04
EFT	07/10/2026	163596	Accounts Payable	Clark Pest Control (ACH)		177.00
EFT	07/10/2026	163597	Accounts Payable	CMC Tire Inc (ACH)		350.00
EFT	07/10/2026	163598	Accounts Payable	Commercial Equipment Source LLC (ACH)		10,000.00
EFT	07/10/2026	163599	Accounts Payable	Correa , Elaine Kay (ACH)		845.00
EFT	07/10/2026	163600	Accounts Payable	Cummins-Allison Corp (ACH)		1,034.10
EFT	07/10/2026	163601	Accounts Payable	Davis (ACH) , Bryan		500.00
EFT	07/10/2026	163602	Accounts Payable	DCS Protective Association (DCSPA) (ACH)		3,650.00
EFT	07/10/2026	163603	Accounts Payable	Douglas County Employees Association (ACH)		1,545.00
EFT	07/10/2026	163604	Accounts Payable	Douglas County Sergeants Association (ACH)		800.00

Douglas County

07/10/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/10/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/10/2026	163605	Accounts Payable	DOWL LLC (ACH)		26,828.50
EFT	07/10/2026	163606	Accounts Payable	DTS Fiber / Digital Technology Solutions Inc (ACH)		1,137.06
EFT	07/10/2026	163607	Accounts Payable	Full Circle Compost (ACH)		2,773.55
EFT	07/10/2026	163608	Accounts Payable	Goble Sampson Associates Inc (ACH)		890.00
EFT	07/10/2026	163609	Accounts Payable	Gorman Law PLLC (ACH)		1,293.40
EFT	07/10/2026	163610	Accounts Payable	Guadagni (ACH) , Eugene J		75.00
EFT	07/10/2026	163611	Accounts Payable	HealthEquity Inc		27,533.65
EFT	07/10/2026	163612	Accounts Payable	HOLO Discovery (ACH)		11,594.65
EFT	07/10/2026	163613	Accounts Payable	Inland Supply Co (ACH)		260.32
EFT	07/10/2026	163614	Accounts Payable	Knecht (ACH) , Raquel		500.33
EFT	07/10/2026	163615	Accounts Payable	Law Office of Jeannie N Hua PC (ACH)		66,300.00
EFT	07/10/2026	163616	Accounts Payable	Law Offices of Maximilian Stovall LTD (ACH)		3,010.00
EFT	07/10/2026	163617	Accounts Payable	Liberty Vote USA Inc (ACH)		11,000.00
EFT	07/10/2026	163618	Accounts Payable	Linde Gas & Equipment Inc (ACH)		542.97
EFT	07/10/2026	163619	Accounts Payable	LoPresto (ACH) , Tessa		123.50
EFT	07/10/2026	163620	Accounts Payable	Marcus G. Faust Prof Corp (ACH)		4,166.66
EFT	07/10/2026	163621	Accounts Payable	Marty's Appliance Inc (ACH)		999.00
EFT	07/10/2026	163622	Accounts Payable	Matt Stermitz Law LLC (ACH)		730.00
EFT	07/10/2026	163623	Accounts Payable	Model Dairy LLC (ACH)		709.23
EFT	07/10/2026	163624	Accounts Payable	Moss (ACH) , Marie		500.00
EFT	07/10/2026	163625	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		66.23
EFT	07/10/2026	163626	Accounts Payable	Nevada Commercial Group LLC (ACH)		1,952.37
EFT	07/10/2026	163627	Accounts Payable	Nevada News Group (ACH)		893.26
EFT	07/10/2026	163628	Accounts Payable	Nevada News Group (ACH)		918.57
EFT	07/10/2026	163629	Accounts Payable	Nevada News Group (ACH)		3,189.50
EFT	07/10/2026	163630	Accounts Payable	Nichols Consulting Engineers (ACH)		8,642.65
EFT	07/10/2026	163631	Accounts Payable	Northern Nevada Legal Aid (ACH)		14,000.00
EFT	07/10/2026	163632	Accounts Payable	NV JFG Systems LLC (ACH)		330.00
EFT	07/10/2026	163633	Accounts Payable	Overhead Fire Protection Inc (ACH)		675.00
EFT	07/10/2026	163634	Accounts Payable	Owen Equipment Sales (ACH)		79.43
EFT	07/10/2026	163635	Accounts Payable	Park (ACH) , James E , JR		550.00
EFT	07/10/2026	163636	Accounts Payable	QLess Inc (ACH)		8,084.00
EFT	07/10/2026	163637	Accounts Payable	R & S Optimum Offset (ACH)		1,068.00

Douglas County
07/10/2026 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/10/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/10/2026	163638	Accounts Payable	Record Courier (ACH)		105.49
EFT	07/10/2026	163639	Accounts Payable	Ron's Refrigeration Inc (ACH)		691.96
EFT	07/10/2026	163640	Accounts Payable	Roney (ACH) , Terry		325.00
EFT	07/10/2026	163641	Accounts Payable	Roth (ACH) , Cheryl M		197.60
EFT	07/10/2026	163642	Accounts Payable	SBW Law Group (ACH)		90,665.15
EFT	07/10/2026	163643	Accounts Payable	ScanProNV LLC (ACH)		1,900.00
EFT	07/10/2026	163644	Accounts Payable	SGS North America Inc (ACH)		2,340.00
EFT	07/10/2026	163645	Accounts Payable	SoSuTV Corporation (ACH)		5,980.00
EFT	07/10/2026	163646	Accounts Payable	Tahoe Supply Company (ACH)		76.99
EFT	07/10/2026	163647	Accounts Payable	Thaler (ACH) , Steven		550.00
EFT	07/10/2026	163648	Accounts Payable	The Ridge (Kiser) PLLC		4,725.00
EFT	07/10/2026	163649	Accounts Payable	TK Elevator Corporation (ACH)		1,215.79
EFT	07/10/2026	163650	Accounts Payable	Tyler Technologies Inc (ACH)		874.50
EFT	07/10/2026	163651	Accounts Payable	UBEO Business Services (ACH)		89.01
EFT	07/10/2026	163652	Accounts Payable	University of Nevada, Reno		8,110.31
EFT	07/10/2026	163653	Accounts Payable	US Bank Equipment Finance (ACH)		249.43
EFT	07/10/2026	163654	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	07/10/2026	163655	Accounts Payable	US Bank Equipment Finance (ACH)		282.03
EFT	07/10/2026	163656	Accounts Payable	US Bank Equipment Finance (ACH)		258.46
EFT	07/10/2026	163657	Accounts Payable	USA Fleet Solutions (ACH)		89.00
EFT	07/10/2026	163658	Accounts Payable	Western Nevada Supply Co (ACH)		36,186.59
EFT	07/10/2026	163659	Accounts Payable	Wright (ACH) , Lisa J		377.00
EFT	07/10/2026	163660	Accounts Payable	Zasio Enterprises Inc (ACH)		3,225.00
1-BOFA Bank of America Totals:				Transactions: 189		$2,850,366.74

Checks:	111	$2,439,784.52
EFTs:	78	$410,582.22

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,651,663.98 FOR CHECKS #768069-768076, ALL EFTS, ALL DATED 7-10-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser
Digitally signed by Kathy Kaiser
Date: 2026.08.29 14:35:32 -07'00'
COMPTROLLER

BY: Meghan Dorris
Digitally signed by Meghan Dorris
Date: 2026.08.29 18:02:28 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 06/20/26 - 07/03/26
Pay Batch 07/10/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4130 Davidson, Jenifer	162923	.00	7,321.44	7,321.44
6181 Evanson, Rachael Nicole	162924	.00	2,123.16	2,123.16
4645 Lang, Wendy Jo	162925	.00	6,024.01	6,024.01
3419 Lewis, Kathryn Marie	162926	.00	6,232.23	6,232.23
6254 Wheeler, Brooke Cenora	162927	.00	1,764.97	1,764.97
6254 Wheeler, Brooke Cenora	162928	.00	150.00	150.00
3299 Mccullough, David Scott	162929	.00	7,654.33	7,654.33
4714 Filter, Brian	162930	.00	6,194.58	6,194.58
5328 Valdez, Robyn Aiko	162931	.00	2,417.08	2,417.08
5913 Cachinero, Eric	162932	.00	3,597.24	3,597.24
6310 Anderson, Daniel Hanbury	162933	.00	1,692.35	1,692.35
6310 Anderson, Daniel Hanbury	162934	.00	564.12	564.12
4177 Montoya, Leah	162935	.00	2,776.23	2,776.23
4657 Richardson, Matthew	162936	.00	3,808.12	3,808.12
6308 Huber, Amiya Kristine	162937	.00	1,880.52	1,880.52
6166 Johns, Katelyn Nicole	162938	.00	1,876.59	1,876.59
6322 Musser, Kevin James	162939	.00	1,992.82	1,992.82
5697 Poppinga, Kathryn	162940	.00	2,389.07	2,389.07
6344 Rushinock, Erick Nathaniel	162941	.00	1,908.09	1,908.09
4936 Troutner, Michael David	162944	.00	2,212.32	2,212.32
4387 Williams, Toni Grace	162945	.00	2,254.91	2,254.91
6010 Buma At, Candy Ve De Gracia	162946	.00	1,758.94	1,758.94
5956 Carter, Deborah Christine	162947	.00	3,125.32	3,125.32
4782 Chieffo, Caroline	162948	.00	1,769.42	1,769.42
4782 Chieffo, Caroline	162949	.00	1,450.00	1,450.00
6332 Huff, Kelsie Rose	162950	.00	1,779.43	1,779.43
4600 Kaiser, Katherine Anne	162951	.00	4,084.70	4,084.70
4658 Kent, Andrea Celeste	162952	.00	2,801.18	2,801.18
4691 Moreno, Sarah	162953	.00	2,279.46	2,279.46
5935 Solorio Reza, Veronica	162954	.00	2,059.94	2,059.94
5646 Swickard, Debbie A	162955	.00	2,037.35	2,037.35
5646 Swickard, Debbie A	162956	.00	500.00	500.00
5261 Brantmeyer, Ana	162957	.00	2,061.55	2,061.55
6250 Morgan, Roberta Jo	162959	.00	1,574.63	1,574.63
4766 Stovall, Jodi Odette	162960	.00	2,640.45	2,640.45
5317 Balda, Tanya	162961	.00	2,196.14	2,196.14
5645 Lane, Amber Marie	162962	.00	2,031.32	2,031.32
5251 Leeper, Nicki Jennifer	162963	.00	3,658.24	3,658.24
6323 Tobias, Taylor Jordan	162964	.00	1,971.46	1,971.46
5828 Allmett, David	162965	.00	2,573.18	2,573.18
6052 Arriola, Yvonne Marie	162966	.00	2,173.96	2,173.96
5395 Harjes, Georgianne Dombrowik	162967	.00	2,536.25	2,536.25
5395 Harjes, Georgianne Dombrowik	162968	.00	845.42	845.42
5739 Lind, Vicky Lucille	162969	.00	693.07	693.07
6402 Johnston, Jamie	162970	.00	2,273.75	2,273.75
3296 McDonough, Regina	162971	.00	2,505.25	2,505.25
5256 Pablo, Michelle	162972	.00	2,189.04	2,189.04
5419 Allmett, Melissa	162973	.00	1,907.02	1,907.02
6233 Dorris, Meghan	162975	.00	3,211.82	3,211.82
6233 Dorris, Meghan	162976	.00	350.00	350.00

Payment Batch Register

Pay Date Range 06/20/26 - 07/03/26
Pay Batch 07/10/26

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
6296	Dunkelberg, Edie Lynn	162977	.00	1,622.90	1,622.90
6296	Dunkelberg, Edie Lynn	162978	.00	150.00	150.00
6294	Molina, Meghan Elise	162979	.00	1,898.75	1,898.75
5403	Vaclavek, Corinne Rene	162980	.00	2,658.53	2,658.53
5403	Vaclavek, Corinne Rene	162981	.00	50.00	50.00
4047	Gerard, Donald Joseph	162982	.00	3,079.12	3,079.12
5628	Williams, Daniel Alan	162983	.00	3,638.04	3,638.04
5341	Sanders, Dennis Wayne	162984	.00	2,084.12	2,084.12
4194	Avila, Michael	162985	.00	3,166.69	3,166.69
6255	Betz, Cameron Lee	162986	.00	3,514.67	3,514.67
5617	Calleja, Trevor	162987	.00	2,818.60	2,818.60
5617	Calleja, Trevor	162988	.00	600.00	600.00
5834	Kale, Griffin Thomas	162989	.00	3,628.89	3,628.89
6269	Laird, Tanner Andrew	162990	.00	2,108.65	2,108.65
6269	Laird, Tanner Andrew	162991	.00	260.00	260.00
6338	Lazos, Lauren	162992	.00	2,760.95	2,760.95
6094	Ruggia, Peace Paul	162993	.00	4,565.98	4,565.98
3461	Stugart, Susan L	162994	.00	2,514.11	2,514.11
6326	Sverdlin, Tawny Scarlett	162995	.00	913.67	913.67
6388	Webb, Carson Joseph	162996	.00	2,878.42	2,878.42
6253	Donahue, Rachel Michelle	162997	.00	1,842.41	1,842.41
6253	Donahue, Rachel Michelle	162998	.00	320.00	320.00
5283	Drew, Tiffini	162999	.00	1,145.66	1,145.66
5283	Drew, Tiffini	163000	.00	1,000.00	1,000.00
5390	Johnson, Marcia Michelle	163001	.00	392.46	392.46
6390	Newquist, Emily Church	163002	.00	2,182.32	2,182.32
5315	Shaw, Ashley Elaine	163003	.00	2,054.26	2,054.26
5315	Shaw, Ashley Elaine	163004	.00	300.00	300.00
5233	Vido, Christine Elizabeth	163005	.00	3,895.38	3,895.38
5233	Vido, Christine Elizabeth	163006	.00	500.00	500.00
5100	Warren, Megan	163007	.00	2,596.02	2,596.02
4926	Cristanelli, Brenda	163008	.00	1,588.84	1,588.84
3172	Elges, Ronald	163010	.00	6,570.01	6,570.01
3407	Koontz, Richard JR	163011	.00	5,107.89	5,107.89
4773	George, Ana Gabriela	163012	.00	2,521.01	2,521.01
3394	Ginocchio, Rodney W	163013	.00	5,151.67	5,151.67
5093	Green, Kylie Nicole	163014	.00	2,666.28	2,666.28
4488	Jacobsen, Bruce M	163015	.00	4,029.25	4,029.25
3333	Richardson, Connie	163016	.00	1,197.04	1,197.04
3433	Scheetz, Kirsten Maureen	163017	.00	1,706.89	1,706.89
3433	Scheetz, Kirsten Maureen	163018	.00	1,200.00	1,200.00
3337	Adkins, Michelle	163019	.00	2,019.68	2,019.68
4176	Allen, Crystal	163020	.00	2,365.71	2,365.71
5489	Bell, Jennifer	163021	.00	2,172.63	2,172.63
5396	Bennett, Temi Elaine	163022	.00	1,696.74	1,696.74
5925	Garcia, Melissa Susan	163023	.00	1,978.14	1,978.14
5325	Handy, Sherral Diane	163024	.00	1,657.21	1,657.21
5311	Miller, Ricky	163025	.00	2,456.23	2,456.23
5184	Peters, William	163026	.00	2,306.85	2,306.85
6395	Vine, Jeannine Diane	163027	.00	1,843.45	1,843.45
6167	Acero, Leonel	163028	.00	2,582.99	2,582.99
6167	Acero, Leonel	163029	.00	100.00	100.00
4611	Barden, Michael	163030	.00	3,319.38	3,319.38
6232	Battcher, Cameron Blane	163031	.00	2,604.55	2,604.55
6219	Boogman, Katherine Victoria	163032	.00	2,357.40	2,357.40
6335	Braaksma, Aaron Mark	163033	.00	3,601.18	3,601.18
6155	Browning, Andrew Douglas	163034	.00	2,469.92	2,469.92
4557	Brown, Mark	163035	.00	4,252.92	4,252.92

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4105 Cadwallader, David	163036	.00	4,124.40	4,124.40
1420 Charles, Mark	163037	.00	3,466.78	3,466.78
5259 Clifford, Dustin	163038	.00	3,106.04	3,106.04
5708 Drgas, Tomasz	163039	.00	3,293.68	3,293.68
6346 Eason, Brendan Daniel	163040	.00	2,957.45	2,957.45
4116 George, John Arthur	163041	.00	4,371.87	4,371.87
6291 Goldsmith, Richard Wilson	163042	.00	3,135.45	3,135.45
4698 Guerra, Jose Ricardo	163043	.00	4,038.67	4,038.67
6337 Hinojosa, Elijah Adam	163044	.00	2,887.26	2,887.26
6083 Holle, Brandon Tyler	163045	.00	2,118.30	2,118.30
6334 Houghton, Luke John	163046	.00	2,630.74	2,630.74
3418 Jenkins, Nadine Yvonne	163047	.00	5,836.25	5,836.25
4696 Kimbrell, Steven John	163048	.00	1,996.39	1,996.39
4696 Kimbrell, Steven John	163049	.00	1,000.00	1,000.00
6242 Lewis, Caleb Howard	163050	.00	2,159.67	2,159.67
5941 Livingston, Daniel Marquis	163051	.00	3,890.89	3,890.89
5077 McLaughlin, Spencer	163052	.00	3,254.17	3,254.17
6008 Mendieta, Jasmin Teresa	163053	.00	173.35	173.35
3604 Ridley, Clayton	163054	.00	3,999.99	3,999.99
4556 Rollins, James	163055	.00	2,796.22	2,796.22
5694 Russell, Jonathen Philip	163056	.00	2,608.74	2,608.74
6148 Sakert, Januarius Alexander	163057	.00	2,657.32	2,657.32
4343 Sanchez, Donovan Joseph	163058	.00	3,456.36	3,456.36
3439 Schultz, Theresa Christine	163059	.00	2,233.01	2,233.01
5582 Silva Ortiz, Jose G	163060	.00	4,390.49	4,390.49
3399 Storke, Jonathan D	163061	.00	4,830.54	4,830.54
6241 Swarms, Daniel R	163062	.00	866.49	866.49
6241 Swarms, Daniel R	163063	.00	1,609.19	1,609.19
6101 Turek, Andrew Paul	163064	.00	1,827.89	1,827.89
5703 Warren, Erik Anthony	163065	.00	2,825.34	2,825.34
5703 Warren, Erik Anthony	163066	.00	277.00	277.00
4131 Young, Ryan Robert	163067	.00	4,036.85	4,036.85
6389 Zamarripa, Joseph Daniel	163068	.00	1,743.78	1,743.78
3035 Britton, Daniel	163069	.00	5,331.98	5,331.98
5110 Cunningham, Jeremy Ray	163070	.00	3,711.59	3,711.59
4070 Davis, Justin	163071	.00	4,177.31	4,177.31
3505 Grant, Ryan David	163072	.00	3,595.79	3,595.79
5152 Graves, Jessica Lynn	163073	.00	3,391.28	3,391.28
3436 Jasperson, Edward W	163074	.00	4,234.39	4,234.39
4360 Johnsen, Jeffrey	163075	.00	4,301.45	4,301.45
4394 Jones, Tyler A	163076	.00	2,480.58	2,480.58
5946 Poling, Denielle Lynn	163077	.00	1,972.24	1,972.24
3401 Schultz, Steven D	163078	.00	4,270.99	4,270.99
3312 Tipton, Linda Jane	163079	.00	2,818.89	2,818.89
5019 Warfield, Steven William	163080	.00	4,222.88	4,222.88
4938 West, Mariah Cathleen	163081	.00	5,053.82	5,053.82
3608 Wharton, Scott W	163082	.00	3,751.36	3,751.36
4376 Williams, Justin Hall	163083	.00	4,909.17	4,909.17
3516 Windsor, Adam R	163084	.00	3,290.07	3,290.07
4015 Karosich, Kevin Charles	163085	.00	3,350.07	3,350.07
4531 Koontz, Brenton Robert	163086	.00	2,955.47	2,955.47
5897 Mairs, Charles D	163087	.00	3,130.08	3,130.08
4244 Meyer, John	163088	.00	3,458.53	3,458.53
5477 Begovich, Cody	163089	.00	3,444.29	3,444.29
6045 Cheechov, Alexandria Ashley	163090	.00	2,366.56	2,366.56
6320 Conley, Edward James	163091	.00	3,352.51	3,352.51
5454 Copp, Keenan	163092	.00	2,724.84	2,724.84
5619 Del Soldato, Cody	163093	.00	2,618.70	2,618.70
5047 DeRosa, Salvatore	163094	.00	3,008.94	3,008.94

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6005 Dion, Evan Rene	163095	.00	2,592.91	2,592.91
3226 Duffy, Robert	163096	.00	5,802.41	5,802.41
3634 Flagg, Marshall	163097	.00	2,886.35	2,886.35
4756 Freeman, Kevin RD	163098	.00	3,831.31	3,831.31
4369 Fricke, Justin Frederick	163099	.00	4,267.38	4,267.38
5137 Graves, Stephen Michael	163100	.00	3,500.64	3,500.64
5849 Hanson, Michael Ray	163101	.00	2,930.41	2,930.41
5919 Heffner, Jared Cortlen	163102	.00	3,005.47	3,005.47
5097 Hickman, Zachary D	163103	.00	3,162.95	3,162.95
5111 Hodges, Joshua Adam	163104	.00	3,696.84	3,696.84
5062 Holdridge, Tyree	163105	.00	2,926.55	2,926.55
5693 Incopero, Noah Thomas	163106	.00	2,740.26	2,740.26
5138 Jenkins, Eric Robert William	163107	.00	4,266.14	4,266.14
4322 Lenz, John Christian	163108	.00	4,319.96	4,319.96
4598 Lewis, Kevin Zachary	163109	.00	3,133.51	3,133.51
6137 Lopez, Marlon Emanuel	163110	.00	3,283.34	3,283.34
6137 Lopez, Marlon Emanuel	163111	.00	364.81	364.81
6152 Mahon, Zachary Mark	163112	.00	2,230.55	2,230.55
6152 Mahon, Zachary Mark	163113	.00	393.63	393.63
6261 McGowan, Thomas Michael	163114	.00	3,008.44	3,008.44
5109 Michitarian, Conner	163115	.00	4,174.95	4,174.95
4460 Miller, Steven	163116	.00	3,582.46	3,582.46
5339 Oakes, Robert	163117	.00	2,720.36	2,720.36
4483 OSullivan, Luke	163118	.00	4,717.44	4,717.44
5951 Randall, Jacob Isaac	163119	.00	2,644.17	2,644.17
5715 Riker, Payton	163120	.00	3,086.88	3,086.88
2216 Rodriguez, Richard	163121	.00	4,009.30	4,009.30
4375 Russell, Seth	163122	.00	3,640.10	3,640.10
4433 Sampson, Matthew Alan	163123	.00	4,336.67	4,336.67
6290 Santos, Jimmi Lynn	163124	.00	2,560.43	2,560.43
5321 Sepulveda, William Michael Anthony	163125	.00	2,859.13	2,859.13
4604 Short, Derek Clayton	163126	.00	4,491.47	4,491.47
6072 Smith, Stephen Wyatt	163127	.00	3,655.55	3,655.55
6319 Soukup, Ramiro Jace	163128	.00	3,315.52	3,315.52
3404 Stanley, David Alan Jr.	163129	.00	4,365.04	4,365.04
3404 Stanley, David Alan Jr.	163130	.00	350.00	350.00
4882 Stebel, Maciej	163131	.00	3,363.71	3,363.71
5051 Strachan, Grace Louise	163132	.00	2,839.03	2,839.03
5051 Strachan, Grace Louise	163133	.00	250.00	250.00
5855 Tersteege, Zachariah John	163134	.00	3,660.20	3,660.20
5602 Thorne, Clinton Garrett	163135	.00	4,171.71	4,171.71
6400 Waller, Jessica Ann	163136	.00	4,038.05	4,038.05
5265 Martinez, Thomas	163137	.00	2,760.12	2,760.12
5296 Ferriera, Tylar	163138	.00	2,453.73	2,453.73
6398 Gregory, Travis Joel	163139	.00	1,680.75	1,680.75
6023 Larsen, Samantha Rae	163140	.00	1,647.96	1,647.96
6018 Peterson, Cheyenne Nicole	163141	.00	1,652.72	1,652.72
5684 Sorrells, Jennifer Ann	163142	.00	2,711.19	2,711.19
5965 Easton, Kara Rae	163143	.00	4,519.18	4,519.18
6401 Grennan, Shari	163144	.00	2,639.27	2,639.27
5681 Mathes, Erin	163145	.00	1,956.44	1,956.44
5090 Carney, Marilyn	163146	.00	2,396.78	2,396.78
6089 Franz, Sarah Marie	163147	.00	2,237.82	2,237.82
5621 Maxwell, Courtni Lynn	163148	.00	2,289.31	2,289.31
5831 Shoemaker, Francesca Grace	163149	.00	1,779.59	1,779.59
6396 Styles, Brecken	163150	.00	1,351.87	1,351.87
6396 Styles, Brecken	163151	.00	337.97	337.97
5246 Weidner, Amy Colleen	163152	.00	2,254.16	2,254.16
3557 Wilfert, Kristin L	163153	.00	3,001.84	3,001.84

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6168 Ames, Emilce Lianabel	163154	.00	4,055.64	4,055.64
5807 Edwards, Rebecca Lynne	163155	.00	4,731.16	4,731.16
4603 Goelz, Sandra Delores	163156	.00	2,952.85	2,952.85
3346 Kabat, Lorraine	163157	.00	810.21	810.21
5892 Eady, Janice	163158	.00	1,987.16	1,987.16
3682 Plante, Erin	163159	.00	3,185.73	3,185.73
1724 Seddon, John James	163160	.00	3,839.77	3,839.77
6279 Wheeler, Kelsey Powell	163161	.00	3,380.27	3,380.27
5187 Barnes, Jacqueline	163162	.00	1,014.16	1,014.16
5187 Barnes, Jacqueline	163163	.00	200.00	200.00
5187 Barnes, Jacqueline	163164	.00	700.00	700.00
4835 Wagoner, Leanne Christine	163165	.00	4,088.85	4,088.85
6381 Castle, Denise Lynn	163166	.00	2,372.30	2,372.30
4916 Gonzales, Sallie Marie	163167	.00	2,803.13	2,803.13
1889 Myers, Kasey	163168	.00	3,205.26	3,205.26
6268 Sharp, Wendy Dawn	163169	.00	2,890.18	2,890.18
5373 Aymami, David	163170	.00	764.99	764.99
3569 Budden, Sherman	163171	.00	941.93	941.93
3103 Carter, Trina	163172	.00	1,679.13	1,679.13
5318 Cooper, Timothy Charles	163173	.00	955.43	955.43
5257 Doan, Mickey Lowell	163174	.00	942.38	942.38
3538 Gonzalez, Ignacio A	163175	.00	3,144.49	3,144.49
3538 Gonzalez, Ignacio A	163176	.00	200.00	200.00
4197 Harding, William Joseph	163177	.00	241.05	241.05
3570 LaMonica, George Anthony	163178	.00	807.13	807.13
4822 Lee, Lori Ann	163179	.00	555.03	555.03
3659 Lindsay, Eric D	163180	.00	4,316.41	4,316.41
3659 Lindsay, Eric D	163181	.00	100.00	100.00
5422 Marshall, Gary D	163182	.00	497.27	497.27
3213 Mcbryde, Jeffrey	163183	.00	115.96	115.96
4339 Midkiff, Douglas	163184	.00	3,806.77	3,806.77
4339 Midkiff, Douglas	163185	.00	100.00	100.00
4339 Midkiff, Douglas	163186	.00	100.00	100.00
6289 Samuelson, William Neil	163187	.00	445.78	445.78
5018 Sousa, Ricci Gordon	163188	.00	419.52	419.52
6231 Weddell, James Howard	163189	.00	548.84	548.84
4563 Casper, Richard Barry	163190	.00	5,329.37	5,329.37
6051 Cazares, Angelika Natalie	163191	.00	1,973.50	1,973.50
4554 Davis, Tammy	163192	.00	3,332.49	3,332.49
4262 Frank, Juley Ann	163193	.00	2,541.66	2,541.66
4007 Gregory, Cynthea Anne	163194	.00	2,256.05	2,256.05
4007 Gregory, Cynthea Anne	163195	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	163196	.00	5,438.34	5,438.34
5123 Johnson, Matthew Steven	163198	.00	4,835.72	4,835.72
5344 Mazza, Chelsea Barbara	163199	.00	5,703.47	5,703.47
5955 Murphy, William	163200	.00	4,253.86	4,253.86
6006 Nelson, Kallie	163201	.00	4,208.34	4,208.34
6347 OHearn, Lawrence Stephen JR	163202	.00	4,722.55	4,722.55
4187 Putzer, Brian	163203	.00	3,951.43	3,951.43
6151 Remick, Heidi W	163204	.00	5,010.78	5,010.78
4401 Ritchie, Douglas	163205	.00	6,338.21	6,338.21
5995 Romero, Michele Mary	163206	.00	1,747.69	1,747.69
5858 Sibley, James Blake	163207	.00	4,977.25	4,977.25
5825 Simmons, Shannon Noel	163208	.00	2,379.52	2,379.52
5284 Teter, Jessica Lynn	163209	.00	1,818.63	1,818.63
6251 Thomas, Aaron Michael	163210	.00	4,266.51	4,266.51
6073 Thompson, Kristina	163211	.00	2,023.88	2,023.88
4521 Wadle, Zachary Jerome	163212	.00	4,945.22	4,945.22

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4382 Williams, Lea Elise	163213	.00	2,110.85	2,110.85
4958 Cady, Kelly	163214	.00	3,495.65	3,495.65
3543 Hamer, Daniel Monroe	163215	.00	4,260.61	4,260.61
5698 Harris, Krysinthia J	163216	.00	2,332.05	2,332.05
3410 Hastings-Molyneux, Dominic E	163217	.00	4,031.76	4,031.76
4639 Jones, Jessica	163218	.00	2,022.73	2,022.73
4639 Jones, Jessica	163219	.00	150.00	150.00
5678 Mangiaracina, Sara Rene	163220	.00	2,613.24	2,613.24
4151 Nicoll, Kenneth	163221	.00	3,366.47	3,366.47
5503 Orozco, Andres	163222	.00	2,544.18	2,544.18
6299 Pierce, Tamara Marie	163223	.00	1,837.96	1,837.96
6030 Andrews, Barrett Brynn George	163224	.00	2,679.23	2,679.23
5656 Arvizu, Julian	163225	.00	2,457.38	2,457.38
5690 Bryant, Trevor E	163226	.00	2,431.29	2,431.29
6275 Cervantes Mendoza, Brian Yovani	163227	.00	2,399.59	2,399.59
6246 Champlin, Renee Nycole	163228	.00	1,221.56	1,221.56
6246 Champlin, Renee Nycole	163229	.00	1,221.56	1,221.56
5833 Chavez, Ariel Michelle	163230	.00	2,861.76	2,861.76
6227 Dalton, Julie Noelle	163231	.00	2,287.88	2,287.88
5609 Damiani, Chelsea	163232	.00	4,111.89	4,111.89
6162 Diaz, Corryne Lee	163233	.00	2,061.79	2,061.79
5417 Giardina, Kelly Jean	163234	.00	2,959.75	2,959.75
4710 Grant Doney, Shawn R	163235	.00	3,128.41	3,128.41
5389 Grant, Teagan Ashley	163236	.00	3,177.42	3,177.42
4494 Heimark, Caitlin Yvonne	163237	.00	3,361.19	3,361.19
6039 Hennarty, Aimee Michele	163238	.00	2,166.53	2,166.53
5857 Jenkins, Kevin Ryan	163239	.00	2,547.32	2,547.32
5374 Keating, Anthony James	163240	.00	704.80	704.80
5998 Kovacs, Haley Ann	163241	.00	2,307.28	2,307.28
4943 Lewis, Daryle Evan	163242	.00	1,714.21	1,714.21
6007 Maes, Cecilia Anita	163243	.00	1,975.57	1,975.57
5662 McClintock, Carol	163244	.00	1,926.61	1,926.61
6029 Miller, Daniel Hunt	163245	.00	2,189.34	2,189.34
4809 Ong, Jacqueline	163246	.00	3,604.11	3,604.11
5837 Ong, Maria-Veronica	163247	.00	2,229.07	2,229.07
5934 Parris, Zachary	163248	.00	1,961.78	1,961.78
6170 Piazza, Santino Philip	163249	.00	2,241.79	2,241.79
6283 Porras, Jason	163250	.00	3,744.18	3,744.18
1546 Smith, Nicolette Adelle	163251	.00	2,651.88	2,651.88
6102 Stocking, Jessica Linnea	163252	.00	5,666.20	5,666.20
5478 Strawn, Michelle Maria	163253	.00	2,913.33	2,913.33
6211 Taylor, Geavon Damon	163254	.00	2,241.66	2,241.66
6174 Zaprzalka Vanbenthuysen, Paige Ann	163255	.00	2,187.84	2,187.84
6272 Zaprzalka, Nicole Marie	163256	.00	2,404.84	2,404.84
5443 Bandbaz, Zahra	163257	.00	2,273.70	2,273.70
6266 Camara, Giovanni Antonio	163258	.00	2,077.02	2,077.02
5932 Conway, Brian Robert	163259	.00	344.62	344.62
5905 Davidson, Rain	163260	.00	1,788.64	1,788.64
3664 DeLeon, Christian	163261	.00	2,998.27	2,998.27
6081 Feemster, Daniel Ryan	163262	.00	2,617.31	2,617.31
6237 Garrison, Savannah Ryann	163263	.00	320.06	320.06
6086 Guzman, Monica Lee	163264	.00	2,318.75	2,318.75
6012 Johnson-Bonin, Breauna Kay	163265	.00	2,144.09	2,144.09
4837 Leskovic, Aimee	163266	.00	2,409.43	2,409.43
5670 Miller, Shane	163267	.00	2,253.81	2,253.81
6048 Reiss, Mark Richard	163268	.00	2,228.27	2,228.27
3227 Zehren, Kristina	163269	.00	4,085.43	4,085.43
5861 Iannacchione, Nathanial David	163270	.00	2,242.29	2,242.29
5094 McAllister, Mike	163271	.00	4,045.72	4,045.72

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6031 Henley-Ballard, McKenzie Fay	163272	.00	2,131.99	2,131.99
4155 Huntington, Mindi Jo	163273	.00	2,826.00	2,826.00
6342 Nitti, Jason Joseph	163274	.00	787.88	787.88
6150 Pecorino, Madelyn Grace	163275	.00	1,939.59	1,939.59
6318 Botts, Ariana	163277	.00	2,485.86	2,485.86
5149 Ledezma, Miguel Angel	163279	.00	2,471.64	2,471.64
6311 Moonan, Alexandra Ballash	163280	.00	1,632.63	1,632.63
4498 Moore, Sandra	163281	.00	2,467.79	2,467.79
3515 Doan, Yvette	163282	.00	3,765.39	3,765.39
5851 Garrison, Jenna Marcia	163283	.00	2,822.04	2,822.04
3266 Lash, Diana	163284	.00	2,197.36	2,197.36
4628 Meddles, Jake	163285	.00	3,041.31	3,041.31
4874 Roberts, David JR	163286	.00	3,187.10	3,187.10
5863 Vidovich, Danton Robert	163287	.00	908.39	908.39
4778 Nordloh, Joshua	163288	.00	4,024.58	4,024.58
4332 Dallaire, Thomas	163289	.00	5,574.80	5,574.80
5021 Dickerson, Alicia	163290	.00	1,944.31	1,944.31
5938 Dreiske, Susan	163291	.00	3,237.23	3,237.23
5929 Hannah, Ashley	163292	.00	2,060.39	2,060.39
6161 Jones, Kyle Brent	163293	.00	2,220.42	2,220.42
3494 Pawling, Andrea	163294	.00	3,861.29	3,861.29
5630 Ramirez, Betty	163295	.00	1,457.78	1,457.78
4762 Reno, Ann	163296	.00	902.06	902.06
5844 Conroy, Jordyn Ashleigh	163297	.00	1,822.83	1,822.83
5844 Conroy, Jordyn Ashleigh	163298	.00	250.00	250.00
6019 Davidson, Jeremy D	163299	.00	2,760.02	2,760.02
4392 Davis, Timothy	163300	.00	3,882.75	3,882.75
5893 McQuain, Michael	163301	.00	2,267.54	2,267.54
4586 Nadler, Nicholas	163302	.00	2,525.61	2,525.61
5686 Simko, George Bradley	163303	.00	2,651.22	2,651.22
5319 Spates, Rebecca Marie	163304	.00	2,472.74	2,472.74
4283 Doherty, Linda	163305	.00	2,571.78	2,571.78
5817 Moroles ONeil, Kathryn	163306	.00	3,822.58	3,822.58
3452 Rao, Lucille	163307	.00	11,773.34	11,773.34
4838 Thran Zepeda, Coleen	163308	.00	2,594.19	2,594.19
3014 Broersma, Eric	163309	.00	2,432.73	2,432.73
5912 Cowin, John	163310	.00	2,523.47	2,523.47
5471 Hutchings, Jeremy Jon	163311	.00	4,068.36	4,068.36
3702 Morelli, Natalia	163312	.00	3,075.32	3,075.32
6036 Pettersen, Paul Quist	163313	.00	2,335.29	2,335.29
1817 Resnik, Barbra	163314	.00	3,372.36	3,372.36
4393 Stevens, Leanna Claire	163315	.00	2,559.13	2,559.13
5711 Etchegoyhen, Mary	163316	.00	1,966.66	1,966.66
5654 Harwood, Bonnie Deann	163317	.00	2,085.95	2,085.95
6382 Kirk, Joshua Richard	163318	.00	2,321.08	2,321.08
5891 Jacobson-Gentry, Julie	163319	.00	636.40	636.40
5891 Jacobson-Gentry, Julie	163320	.00	1,909.22	1,909.22
5615 Moroles-ONeil, Rachel	163321	.00	2,599.21	2,599.21
5808 Strehlow, Ernie Kenneth	163322	.00	4,187.11	4,187.11
5353 Hubbard, Nicole Renee	163323	.00	2,752.16	2,752.16
3476 Leeper, Veronica Irmgard	163324	.00	2,632.66	2,632.66
5978 Peterson-Burrier, Lisa Ann	163325	.00	2,023.18	2,023.18
4627 Ritger, Philip	163326	.00	5,265.16	5,265.16
5347 Robillard, Richard	163327	.00	4,646.18	4,646.18
5347 Robillard, Richard	163328	.00	200.00	200.00
5933 Sponcey, Sheryl	163329	.00	1,748.19	1,748.19
5933 Sponcey, Sheryl	163330	.00	250.00	250.00

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6078 Williams, Dawn Darice	163331	.00	2,145.64	2,145.64
6034 Blanchette, Riley Adam	163332	.00	2,015.15	2,015.15
5085 DuBlanc, Brian	163333	.00	2,565.53	2,565.53
5387 Eichhorst, Wyatt	163334	.00	1,983.13	1,983.13
5107 Hunter, Danny D-Jay	163335	.00	2,346.41	2,346.41
6281 Kuhs, Stephen Douglas	163336	.00	2,138.01	2,138.01
5953 MacDonnell, Jeffrey T	163337	.00	4,542.24	4,542.24
5131 McCulloch, Carl	163338	.00	3,034.01	3,034.01
6096 Shaw, Justin Leroy	163339	.00	2,147.27	2,147.27
6163 Stroschein, John Conrad	163340	.00	2,243.42	2,243.42
5103 Wolff, Richard Peter	163341	.00	3,351.10	3,351.10
5487 Bengoechea, Levi	163342	.00	2,167.62	2,167.62
3614 Manzano, Victor Gerard	163343	.00	2,896.20	2,896.20
5158 McGoldrick, James	163344	.00	2,420.69	2,420.69
6316 Morton, Cody Ray	163345	.00	1,681.08	1,681.08
6340 Ookinda, Onyango Walter	163346	.00	2,019.64	2,019.64
5805 Thomas, Hunter Phillip	163347	.00	1,821.00	1,821.00
6159 Victor, Shane Scott	163348	.00	2,141.37	2,141.37
3504 Weferling, Duane Robert	163349	.00	3,097.47	3,097.47
5732 Donat, Nicholas	163350	.00	3,430.82	3,430.82
5722 Gonsalves, Anthony David	163351	.00	2,690.20	2,690.20
5722 Gonsalves, Anthony David	163352	.00	896.74	896.74
5996 Johnson, Adrian Keith	163353	.00	3,403.04	3,403.04
4065 Kinser, Auston G	163354	.00	3,548.32	3,548.32
5734 Kinser, Justin Glen	163355	.00	2,211.90	2,211.90
5964 Kolda, Ryan A	163356	.00	3,834.03	3,834.03
5964 Kolda, Ryan A	163357	.00	830.00	830.00
5450 Laird, Pablo Arthur	163358	.00	3,601.67	3,601.67
5611 Michalak, Jeffery	163359	.00	2,826.72	2,826.72
5906 Schmidt, Brian	163360	.00	2,076.59	2,076.59
5733 Smallen, Aaron M	163361	.00	2,306.06	2,306.06
4127 Taflin, Thomas A	163362	.00	3,380.87	3,380.87
5657 White, Thomas Paul	163363	.00	3,496.79	3,496.79
4509 Charles, Nicholas	163364	.00	3,239.18	3,239.18
5728 Larrance, Christine Anna-Marie	163365	.00	2,196.52	2,196.52
5659 Smith, Nathaniel David	163366	.00	3,289.35	3,289.35
5035 Aalgaard, Erik	163367	.00	2,152.99	2,152.99
6160 Daniels, Lindsey Marie	163368	.00	1,619.40	1,619.40
6160 Daniels, Lindsey Marie	163369	.00	539.80	539.80
5993 Fogerson, Anjanette Bywater	163370	.00	2,887.98	2,887.98
5836 Johnson, Sarah Beth	163371	.00	2,628.81	2,628.81
4765 Martinez, Jodi	163372	.00	3,449.58	3,449.58
6257 Olivas, Charme Crystal	163373	.00	1,647.17	1,647.17
6103 Selcer-Kannan, Cheryseis Edra	163374	.00	2,757.96	2,757.96
5911 Stage, Karen Marie	163375	.00	1,625.88	1,625.88
5940 Torres, Lisa Marie	163376	.00	2,507.64	2,507.64
5001 Aschenbach, Noemi	163377	.00	2,958.69	2,958.69
5166 Baumann, Tamara	163378	.00	3,470.14	3,470.14
5166 Baumann, Tamara	163379	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	163380	.00	1,524.52	1,524.52
6229 Marin, Destiny Joy	163381	.00	1,586.24	1,586.24
5010 Rasner, Rachael	163382	.00	3,783.77	3,783.77
5818 Davis, Carolyn	163383	.00	2,640.22	2,640.22
6302 Haley, Shan Katherine	163384	.00	1,198.36	1,198.36
6302 Haley, Shan Katherine	163385	.00	133.15	133.15
6288 Hennefer, Teresa Dawn	163386	.00	1,273.02	1,273.02
6235 Resney, Elizabeth Rae	163387	.00	299.19	299.19
6300 Corgiat, Elizabeth Rebecca	163388	.00	1,471.06	1,471.06
6230 Corrales, Kathleen Ann	163389	.00	1,290.21	1,290.21

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4875 Macdonnell, Heather	163390	.00	3,553.19	3,553.19
4875 Macdonnell, Heather	163391	.00	1,000.00	1,000.00
6100 Adamson, Blayney Elizabeth	163392	.00	2,405.63	2,405.63
5612 Aggarwal, Ankur	163393	.00	2,151.68	2,151.68
6397 Baker, Allen Ellis	163394	.00	2,030.57	2,030.57
5852 Baylis, Mark	163395	.00	2,433.03	2,433.03
5736 Benke, Brianna	163396	.00	2,509.48	2,509.48
6393 Clarke, Michelle Vivian	163397	.00	2,015.25	2,015.25
5992 Deen, Alexandra Elizabeth	163398	.00	2,350.79	2,350.79
5943 Finster, Brent Edwin	163399	.00	14,902.94	14,902.94
5939 Hagenbach, Cassidy	163400	.00	2,538.81	2,538.81
5999 Hanson, Megan Lee	163401	.00	2,114.26	2,114.26
6016 Holmes, Amy Renee	163402	.00	2,391.43	2,391.43
6287 Kizer, Ayden Gene	163403	.00	2,232.03	2,232.03
4862 Mariskanish, Kaitlyn Cassandra Rose	163404	.00	2,991.54	2,991.54
3522 Mccandless, Nonie	163405	.00	3,597.97	3,597.97
6256 McRiley, Jordan Dez-Ree	163406	.00	2,062.28	2,062.28
6256 McRiley, Jordan Dez-Ree	163407	.00	100.00	100.00
6080 Salas, Julia Marie	163408	.00	2,020.10	2,020.10
6394 Saunders, Kasandra Emoline	163409	.00	2,048.33	2,048.33
4749 Seeley, Edward Norman	163410	.00	3,053.58	3,053.58
3230 Woods, Cirra Alaire	163411	.00	3,391.03	3,391.03
5727 Anderson, Melinda	163412	.00	1,823.07	1,823.07
5048 Calabrese, Jennifer	163413	.00	2,192.49	2,192.49
5048 Calabrese, Jennifer	163414	.00	375.00	375.00
5631 Cline, Laura Anne	163415	.00	2,367.35	2,367.35
4825 Diedrichsen, John	163416	.00	1,387.07	1,387.07
3341 Gurule, Patricia A	163417	.00	2,359.70	2,359.70
6243 Larimer, Makenzi Ann	163418	.00	1,103.37	1,103.37
4205 McGillivray, Danielle Dawn	163419	.00	1,109.71	1,109.71
4931 Perez, Irma	163420	.00	2,062.66	2,062.66
1676 Reid, Amanda	163421	.00	3,160.00	3,160.00
4558 Smith, Cory A	163422	.00	3,366.87	3,366.87
5108 Spotts, Susan Ruth	163423	.00	1,954.34	1,954.34
6037 Stulik, Steven Charles	163424	.00	1,304.09	1,304.09
5381 Walker, Michael John	163425	.00	2,191.12	2,191.12
6088 Losey, Hayden Brooke	163426	.00	1,479.83	1,479.83
6292 Strand, Michelle Ann	163427	.00	1,141.24	1,141.24
5287 Wilkinson, Victoria Laverne	163428	.00	1,691.35	1,691.35
6280 Becker, Michael Lee	163429	.00	1,168.13	1,168.13
3549 Begovich, Jacqueline	163430	.00	3,204.22	3,204.22
6399 Franklin, Julie Ann	163431	.00	1,224.16	1,224.16
5742 Greenrod, Georgia Ann	163432	.00	1,636.52	1,636.52
4856 Grimes, Tanya Jean	163433	.00	1,983.90	1,983.90
4424 Kozerski, Russell Roman	163434	.00	1,513.25	1,513.25
5115 Nkala, Bethwell	163435	.00	2,100.85	2,100.85
6333 Osier, Robert Michael	163436	.00	1,732.76	1,732.76
4681 Peterson, Richard	163437	.00	3,757.12	3,757.12
4933 Thomas, Diana R	163438	.00	1,238.23	1,238.23
4933 Thomas, Diana R	163439	.00	1,000.00	1,000.00
5896 Al Hebshi, Yasmeen Lea Traxler	163440	.00	2,911.79	2,911.79
5333 Booker, Mikel A	163441	.00	1,338.80	1,338.80
5813 DeGhelder, Timothy	163442	.00	4,895.97	4,895.97
6330 Ferretti, Kennwynne Amy	163443	.00	113.81	113.81
5663 Gonzalez, Irene Danielle	163444	.00	2,086.87	2,086.87
5060 Hallam, Veronica Lyn	163445	.00	3,040.60	3,040.60
5712 Holle, Jessica Marie	163446	.00	1,458.25	1,458.25
5972 Magnante, Willow Nicole	163447	.00	1,731.73	1,731.73
5634 McAfee, Corona Shea	163448	.00	1,769.20	1,769.20

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6321 Nilssen, Svea Kathryn	163449	.00	240.29	240.29
5714 Sanders, Benjamin Thomas	163450	.00	2,324.92	2,324.92
5273 Soleta, Rachel Velda	163451	.00	2,124.06	2,124.06
5132 Weber, Kathleen Alexandra	163452	.00	2,062.49	2,062.49
5448 Williams, Kaleigh Maureen	163453	.00	1,954.16	1,954.16
5464 Wittwer, Laura Suzanne	163454	.00	3,418.87	3,418.87
6026 York, Charlie Aspen	163455	.00	514.19	514.19
5140 Canales, Jonathan	163456	.00	3,542.25	3,542.25
5667 Harding, Scott R	163457	.00	2,407.90	2,407.90
4063 Harrison, Jerry	163458	.00	2,766.07	2,766.07
5067 Heldman, John Robert	163459	.00	3,262.03	3,262.03
5067 Heldman, John Robert	163460	.00	100.00	100.00
5053 Kannan, Christopher William	163461	.00	2,334.18	2,334.18
6000 Pegram, Harvey Gilbert	163462	.00	2,437.08	2,437.08
5627 Polkow, Brian	163463	.00	2,188.57	2,188.57
5973 Poppenga, Dean Edward II	163464	.00	1,998.20	1,998.20
6267 Power, Isaac Edward	163465	.00	2,088.31	2,088.31
4453 Regalado, Jorge	163466	.00	2,485.98	2,485.98
4502 Vazquez, Miguel	163467	.00	2,603.24	2,603.24
6157 Villalobos, Ryan Matthew	163468	.00	1,693.62	1,693.62
6145 Leeds, Diana Marie	163469	.00	1,028.46	1,028.46
6091 Mantel, Larry David	163470	.00	1,406.98	1,406.98
5665 Adie, Brook	163471	.00	5,944.31	5,944.31
5092 Bonar, Geoffrey	163472	.00	3,461.12	3,461.12
4722 Doerr, Scott	163473	.00	2,824.98	2,824.98
4651 Drees-Wasmer, Georgianna	163474	.00	2,939.31	2,939.31
5114 Hubbard, Dennis D.	163475	.00	2,783.16	2,783.16
4935 Logan, Cody Matthew	163476	.00	2,731.35	2,731.35
4636 Pekar, Elliot	163477	.00	2,135.14	2,135.14
6317 Schwartz, Douglas Jeffrey	163478	.00	632.47	632.47
4103 Stanton, Ryan Lee	163479	.00	3,696.15	3,696.15
6220 Chaney, Zachary Curtis	163480	.00	1,196.30	1,196.30
6221 Chaney, Adrienne Gail	163481	.00	1,148.66	1,148.66
6042 Dempsey, Ender Jack	163482	.00	1,249.39	1,249.39
4468 Garrison, Karen L	163483	.00	1,322.03	1,322.03
4468 Garrison, Karen L	163484	.00	100.00	100.00
5899 Goin Thomas, Trumona	163485	.00	177.41	177.41
5816 Johnson, Hannah Mabel	163486	.00	611.87	611.87
5936 Kelly, Terri Michelle	163487	.00	1,056.85	1,056.85
6303 Maulis, My Diep	163488	.00	849.69	849.69
6035 Moreno, Adriana Renae	163489	.00	814.86	814.86
6312 Pumphrey, Robert Gage	163490	.00	917.57	917.57
5824 Strand, Megan Leigh	163491	.00	1,134.60	1,134.60
3244 Ward, Anne Marie	163492	.00	1,940.10	1,940.10
6306 Willis, Ethan Xavier	163493	.00	213.45	213.45
4964 Beberg, Cynthia	163494	.00	359.99	359.99
5596 Castellanos-Rose, Emma	163495	.00	2,314.83	2,314.83
5613 Cook, Susan	163496	.00	1,706.91	1,706.91
4644 Delallo, Joseph	163497	.00	1,821.83	1,821.83
6313 Eagan, Devin Shannon Claire	163498	.00	1,742.72	1,742.72
6313 Eagan, Devin Shannon Claire	163499	.00	193.64	193.64
6349 Edmundson, Kelly Katrina	163500	.00	737.04	737.04
5416 Lee, Elisa Diane	163501	.00	1,679.97	1,679.97
6093 Loyola Gonzalez, Bianca Itzel	163502	.00	1,699.80	1,699.80
6304 Loyola-Gonzalez, Mario	163503	.00	1,180.25	1,180.25
6153 Midkiff, Elizabeth Danielle	163504	.00	1,699.80	1,699.80
6104 Olson, Raye	163505	.00	1,546.57	1,546.57
5672 Romero-Gudino, Kevin	163506	.00	1,358.76	1,358.76
5672 Romero-Gudino, Kevin	163507	.00	200.00	200.00

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4337 Summers, Kay Annette	163508	.00	508.15	508.15
6210 Wright, Jeffrey Alan	163509	.00	1,492.58	1,492.58
5469 Bring, Glen	163510	.00	2,093.37	2,093.37
5713 Lonnegren, Nicholas Edward	163511	.00	2,683.39	2,683.39
5915 Lowry, Karen	163512	.00	1,249.27	1,249.27
6158 Lumadue, Emmah L	163513	.00	1,599.50	1,599.50
5850 McGee, Lisa	163514	.00	2,002.28	2,002.28
5606 Perez, Christina	163515	.00	1,764.31	1,764.31
5312 Thomas, Anna Pauline	163516	.00	996.71	996.71
3309 Yaworski, Jessica Leah	163517	.00	1,208.50	1,208.50
5104 Cline, Cole	163518	.00	2,388.21	2,388.21
5099 Godecke, Rachel Renee	163519	.00	1,791.87	1,791.87
5099 Godecke, Rachel Renee	163520	.00	267.75	267.75
5918 Harrison, Russell	163521	.00	1,234.75	1,234.75
5260 Murray, Timothy	163522	.00	1,520.22	1,520.22
6331 Ochoa, Chase Elliot	163523	.00	1,540.01	1,540.01
5588 ODonnell, Sandra	163524	.00	1,727.47	1,727.47
5709 Paterson-Lewis, Heather	163525	.00	1,322.77	1,322.77
5976 Schuler, Melissa Lynn	163526	.00	1,750.35	1,750.35
5688 Woods, Lisa Mary	163527	.00	1,566.28	1,566.28
5847 Hay, Katie Lynn	163528	.00	1,932.10	1,932.10
5362 Lyons, Bradley Allen	163529	.00	1,525.29	1,525.29
5985 Parra, Rafael Jesse	163530	.00	2,022.00	2,022.00
5356 Samansky, Jason Travis	163531	.00	2,513.89	2,513.89
4863 Walker, Courtney Lynn	163532	.00	3,543.34	3,543.34
5626 Werley, Cody Steven	163533	.00	2,080.48	2,080.48
4326 Begovich, Jeff	163534	.00	3,635.80	3,635.80
5292 Fisher, Christopher	163535	.00	2,104.70	2,104.70
5830 Godecke, Andrew Robert	163536	.00	1,874.68	1,874.68
5059 Norkunas, Daniel	163537	.00	1,858.53	1,858.53
5332 Pendery, Austin Richard	163538	.00	2,023.68	2,023.68
5054 Smith, Rebecca Holly	163539	.00	2,158.66	2,158.66
6339 Austin, Jonas David	163540	.00	1,983.33	1,983.33
4754 Brown, Alex	163541	.00	2,927.57	2,927.57
5017 Brown, Michelle	163542	.00	2,579.24	2,579.24
5016 Cady, Jeffrey	163543	.00	3,745.57	3,745.57
5320 Camara, Robert	163544	.00	861.77	861.77
4949 Cruz-Alvarez, Saul	163545	.00	2,030.70	2,030.70
5616 Daniels, Anthony James	163546	.00	3,778.79	3,778.79
4864 Frisby, John D	163547	.00	5,643.75	5,643.75
6044 Glassburn, Christopher Mickeal	163548	.00	2,814.00	2,814.00
4364 Hamer, Rachel Lea	163549	.00	2,739.99	2,739.99
4445 Kistler, Daniel John	163550	.00	3,816.26	3,816.26
4191 Martin, Jody	163551	.00	4,066.96	4,066.96
6165 Mazza, Patrick Joseph	163552	.00	727.20	727.20
6040 McAdoo, Kevin Thomas	163553	.00	3,100.84	3,100.84
4800 Parke, Jason	163554	.00	3,095.24	3,095.24
6041 Roberts, Drew Edwin	163555	.00	2,152.56	2,152.56
4577 Schurke, Marcie Linn	163556	.00	3,128.13	3,128.13
6049 Whalen, Danielle Maria	163557	.00	1,587.46	1,587.46
3275 Garren, Edward Matthew	163558	.00	1,452.97	1,452.97
6343 Honnoll, Craig Edmond	163559	.00	1,637.48	1,637.48
6095 Kamin, Micah A.	163560	.00	1,387.78	1,387.78
4637 Lacost, Geoffrey Alan	163561	.00	1,103.70	1,103.70
4637 Lacost, Geoffrey Alan	163562	.00	3,000.00	3,000.00
5188 Lancaster, Thomas Douglas II	163563	.00	798.56	798.56
3164 Louthan, Carol Ann	163564	.00	6,150.22	6,150.22
5620 Matus, Eric	163565	.00	2,944.20	2,944.20
5806 McRae, Kurt	163566	.00	2,142.43	2,142.43

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5839 Mlnarik, Wayne	163567	.00	2,116.24	2,116.24
4021 Nicholson, Marie	163568	.00	2,291.90	2,291.90
4508 Nilssen, Erik	163569	.00	5,013.63	5,013.63
6097 Wilders, Shawn R	163570	.00	1,296.72	1,296.72
6273 Bray, David P	163571	.00	2,022.12	2,022.12
6214 Dick, Colby	163572	.00	1,787.76	1,787.76
5970 Eissel, Aron Alec	163573	.00	2,170.13	2,170.13
6276 Ryan, Justin Cory	163574	.00	1,979.88	1,979.88
6025 Zepeda, Luis Gonsalez	163575	.00	1,876.90	1,876.90
6144 Bowlin, Katie Ann	163576	.00	1,496.92	1,496.92
6144 Bowlin, Katie Ann	163577	.00	250.00	250.00
5276 Brunz, Emily	163578	.00	2,840.95	2,840.95
4357 Roberts, Monique	163579	.00	537.86	537.86
6277 Van De Boom, Richard Edward	768069	437.95	.00	437.95
6260 Georges, Thomas Patrick	768070	3,101.05	.00	3,101.05
4808 Kyeremeh, Ignatius Kofi	768071	3,261.51	.00	3,261.51
6262 Baker, John Joseph	768072	725.27	.00	725.27
5977 Smith, Debbie Anne	768073	693.30	.00	693.30
4043 Tucker, Yolanda Cecelia	768074	879.77	.00	879.77
5827 Bell, Shelby	768075	364.38	.00	364.38
5352 Albert, Steven	768076	784.25	.00	784.25
	Grand Totals	$10,247.48	$1,641,416.50	$1,651,663.98
	Total Checks 8			
	Total Direct Deposits 662			

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $6,652,197.30 FOR CHECKS #768188-768345 AND EFTS #163665-163766, ALL DATED 7-17-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:36:47 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:02:51 -07'00'
ASSISTANT TREASURER

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/17/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	07/17/2026	768188	Accounts Payable	Ace Hardware		23.58
Check	07/17/2026	768189	Accounts Payable	Ace Hardware		259.78
Check	07/17/2026	768190	Accounts Payable	Ace Hardware		39.16
Check	07/17/2026	768191	Accounts Payable	Ace Hardware		15.18
Check	07/17/2026	768192	Accounts Payable	Almeida , Nathan		2,868.53
Check	07/17/2026	768193	Accounts Payable	Alsco Inc		367.92
Check	07/17/2026	768194	Accounts Payable	Apex Software		1,485.00
Check	07/17/2026	768195	Accounts Payable	Ascentec Holdings LLC		157.50
Check	07/17/2026	768196	Accounts Payable	AT&T Global Services		1,856.59
Check	07/17/2026	768197	Accounts Payable	AT&T Global Services		538.27
Check	07/17/2026	768198	Accounts Payable	AT&T Global Services		1.50
Check	07/17/2026	768199	Accounts Payable	B&L Backflow Testing Specialist LLC		959.60
Check	07/17/2026	768200	Accounts Payable	Bargainnier , Devin Tyler		43.27
Check	07/17/2026	768201	Accounts Payable	Baugh , Darrell S		100.00
Check	07/17/2026	768202	Accounts Payable	Blue Sky Electrical Solutions Inc		320.00
Check	07/17/2026	768203	Accounts Payable	Bluebird Tahoe LLC		1,000.00
Check	07/17/2026	768204	Accounts Payable	Building Code Solutions Inc		6,300.00
Check	07/17/2026	768205	Accounts Payable	Buma at , Candy Ve		1,569.40
Check	07/17/2026	768206	Accounts Payable	C-A-L Ranch Stores		244.97
Check	07/17/2026	768207	Accounts Payable	Cadwallader , David		232.00
Check	07/17/2026	768208	Accounts Payable	Carson City Landfill		23,639.30
Check	07/17/2026	768209	Accounts Payable	Carson Valley Arts Council (ACH)		1,689.63
Check	07/17/2026	768210	Accounts Payable	Carson Valley Chamber of Commerce		100.00
Check	07/17/2026	768211	Accounts Payable	Carson Valley Health		1,055.40
Check	07/17/2026	768212	Accounts Payable	Carson Valley Signs		123.00
Check	07/17/2026	768213	Accounts Payable	Carson Valley Swim Center		524.00
Check	07/17/2026	768214	Accounts Payable	Carson Valley Swim Center		248.00
Check	07/17/2026	768215	Accounts Payable	Carson Water Subconservancy District		749.96
Check	07/17/2026	768216	Accounts Payable	Carter , Debbie		1,682.89
Check	07/17/2026	768217	Accounts Payable	Casey , Maureen F		57.00
Check	07/17/2026	768218	Accounts Payable	Charter Communications Operating LLC		129.98
Check	07/17/2026	768219	Accounts Payable	Clarity Counseling Services		1,575.00
Check	07/17/2026	768220	Accounts Payable	Concannon , Andrew		2,212.00
Check	07/17/2026	768221	Accounts Payable	Core West Inc		4,702,253.01

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2026	768222	Accounts Payable	Corwin Ford Reno		117,683.75
Check	07/17/2026	768223	Accounts Payable	DCSO Investigations - Petty Cash		189.00
Check	07/17/2026	768224	Accounts Payable	DIRECTV LLC		125.15
Check	07/17/2026	768225	Accounts Payable	Douglas County Lake Tahoe Sewer Authority		734.55
Check	07/17/2026	768226	Accounts Payable	Douglas County Mosquito Abatement District		684.04
Check	07/17/2026	768227	Accounts Payable	Douglas County School District		56,000.00
Check	07/17/2026	768228	Accounts Payable	Douglas County School District		3,871.54
Check	07/17/2026	768229	Accounts Payable	Douglas County Utilities		48,501.69
Check	07/17/2026	768230	Accounts Payable	Douglas Disposal Inc		14,648.50
Check	07/17/2026	768231	Accounts Payable	East Fork Swimming Pool District		2,994.38
Check	07/17/2026	768232	Accounts Payable	Elk Point Sanitation District		36.50
Check	07/17/2026	768233	Accounts Payable	Elledge , Danielle		60.00
Check	07/17/2026	768234	Accounts Payable	Empire Capital Holdings LLC		49,192.88
Check	07/17/2026	768235	Accounts Payable	Everest Communications		2,252.77
Check	07/17/2026	768236	Accounts Payable	Ewing Irrigation Products		1,111.75
Check	07/17/2026	768237	Accounts Payable	Express Systems		775.78
Check	07/17/2026	768238	Accounts Payable	Fisher , Brenda		136.50
Check	07/17/2026	768239	Accounts Payable	Fordyce , Christopher		298.13
Check	07/17/2026	768240	Accounts Payable	Francotyp-Postalia Inc		90.00
Check	07/17/2026	768241	Accounts Payable	Frontier		104.11
Check	07/17/2026	768242	Accounts Payable	Frontier		175.20
Check	07/17/2026	768243	Accounts Payable	Game Time		277,987.00
Check	07/17/2026	768244	Accounts Payable	Gardnerville Ranchos GID		1,310.97
Check	07/17/2026	768245	Accounts Payable	Gardnerville Town Of		886.06
Check	07/17/2026	768246	Accounts Payable	Genoa Trees & Landscape Materials Inc		1,204.00
Check	07/17/2026	768247	Accounts Payable	Haen Constructors		4,483.90
Check	07/17/2026	768248	Accounts Payable	Hamer , Rachel		379.81
Check	07/17/2026	768249	Accounts Payable	Harris , Kelli		275.00
Check	07/17/2026	768250	Accounts Payable	Home Depot		2,096.46
Check	07/17/2026	768251	Accounts Payable	Hunsaker , Lance		2,005.00
Check	07/17/2026	768252	Accounts Payable	Huntley Motor World		9,923.25
Check	07/17/2026	768253	Accounts Payable	Indian Hills GID		6,886.38
Check	07/17/2026	768254	Accounts Payable	Indian Hills GID		1,518.68
Check	07/17/2026	768255	Accounts Payable	International Chemtex Corporation		2,598.66

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2026	768256	Accounts Payable	Jones , Daren		27.03
Check	07/17/2026	768257	Accounts Payable	Kingsbury GID		2,921.93
Check	07/17/2026	768258	Accounts Payable	Klein , Trenton		1,000.00
Check	07/17/2026	768259	Accounts Payable	Language Line Services Inc		212.35
Check	07/17/2026	768260	Accounts Payable	Liberty Transport Company		1,144.08
Check	07/17/2026	768261	Accounts Payable	Locked N Loaded		2,800.00
Check	07/17/2026	768262	Accounts Payable	Main Street Gardnerville		35,000.00
Check	07/17/2026	768263	Accounts Payable	Manglinong , Christina L		39.00
Check	07/17/2026	768264	Accounts Payable	Mariskanish , Kaitlyn		372.25
Check	07/17/2026	768265	Accounts Payable	Mark Smith Tire Center Inc - Les Schwab Tires		573.94
Check	07/17/2026	768266	Accounts Payable	McCandless , Nonie		489.25
Check	07/17/2026	768267	Accounts Payable	McKesson Medical Surgical Inc		9,077.76
Check	07/17/2026	768268	Accounts Payable	Meeks Building Solutions		146.23
Check	07/17/2026	768269	Accounts Payable	Microgenics Corp		48.92
Check	07/17/2026	768270	Accounts Payable	Minden-Gardnerville Sanitation District		2,732.18
Check	07/17/2026	768271	Accounts Payable	Minden-Gardnerville Sanitation District		451.98
Check	07/17/2026	768272	Accounts Payable	Motorola Solutions Inc		60,048.00
Check	07/17/2026	768273	Accounts Payable	Nevada Division of Environmental Protection		3,723.00
Check	07/17/2026	768274	Accounts Payable	Nevada Housing Division		1,973.00
Check	07/17/2026	768275	Accounts Payable	Nevada Seal & Pump		11,701.49
Check	07/17/2026	768276	Accounts Payable	Northern Nevada Development Authority		10,000.00
Check	07/17/2026	768277	Accounts Payable	NV Energy		36.64
Check	07/17/2026	768278	Accounts Payable	NV Energy		329.65
Check	07/17/2026	768279	Accounts Payable	NV Energy		54.63
Check	07/17/2026	768280	Accounts Payable	NV Energy		5,334.80
Check	07/17/2026	768281	Accounts Payable	NV Energy		185.75
Check	07/17/2026	768282	Accounts Payable	NV State Department of Public Safety		5,562.00
Check	07/17/2026	768283	Accounts Payable	ODP Business Solutions LLC		60.07
Check	07/17/2026	768284	Accounts Payable	Orbis Partners, LLC		729.00
Check	07/17/2026	768285	Accounts Payable	Outreach Smartphone Monitoring		156.34
Check	07/17/2026	768286	Accounts Payable	Parrish , John		45.00
Check	07/17/2026	768287	Accounts Payable	Partnership Douglas County Inc		2,681.41
Check	07/17/2026	768288	Accounts Payable	Parts House		144.83
Check	07/17/2026	768289	Accounts Payable	PeaPeg LLC		2,775.91

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2026	768290	Accounts Payable	Pitney Bowes Inc		958.62
Check	07/17/2026	768291	Accounts Payable	Raptor Pest Control		260.00
Check	07/17/2026	768292	Accounts Payable	Refuse Inc		639.97
Check	07/17/2026	768293	Accounts Payable	Resource Concepts Inc		9,510.00
Check	07/17/2026	768294	Accounts Payable	Ristenpart Law LLC		8,211.60
Check	07/17/2026	768295	Accounts Payable	Robert Half		2,623.60
Check	07/17/2026	768296	Accounts Payable	Rodriguez , Hannah		15.00
Check	07/17/2026	768297	Accounts Payable	Rosin , Bruce R		208.62
Check	07/17/2026	768298	Accounts Payable	Rotary Club of Minden		300.00
Check	07/17/2026	768299	Accounts Payable	Round Hill General Improvement District		7.54
Check	07/17/2026	768300	Accounts Payable	Scarazzo , Brannen		200.00
Check	07/17/2026	768301	Accounts Payable	Sierra Scoop Inc		385.73
Check	07/17/2026	768302	Accounts Payable	Sierra Select		640.00
Check	07/17/2026	768303	Accounts Payable	South Tahoe Refuse Co Inc		7,315.62
Check	07/17/2026	768304	Accounts Payable	Southwest Gas		192.96
Check	07/17/2026	768305	Accounts Payable	Sparks Electric Motor Repair LLC		1,595.87
Check	07/17/2026	768306	Accounts Payable	Spectrum Business		245.36
Check	07/17/2026	768307	Accounts Payable	Stephens , Timothy B		177.60
Check	07/17/2026	768308	Accounts Payable	Stericycle Inc		152.92
Check	07/17/2026	768309	Accounts Payable	Stericycle Inc		52.87
Check	07/17/2026	768310	Accounts Payable	Stericycle Inc		151.36
Check	07/17/2026	768311	Accounts Payable	Stonestreet , Susan		71.50
Check	07/17/2026	768312	Accounts Payable	Summit Crest Apartments		2,062.50
Check	07/17/2026	768313	Accounts Payable	Sunbelt Rentals		2,364.10
Check	07/17/2026	768314	Accounts Payable	Sysco Food Services of Sacramento		10,102.55
Check	07/17/2026	768315	Accounts Payable	Sysco Food Services of Sacramento		9,925.45
Check	07/17/2026	768316	Accounts Payable	TactiTronics LLC		1,872.00
Check	07/17/2026	768317	Accounts Payable	Tahoe Basin Container Service Inc		201.00
Check	07/17/2026	768318	Accounts Payable	Tahoe Douglas District		225.00
Check	07/17/2026	768319	Accounts Payable	Tahoe Douglas District		742.65
Check	07/17/2026	768320	Accounts Payable	Tahoe Douglas District		225.00
Check	07/17/2026	768321	Accounts Payable	Tahoe Douglas District		148.56
Check	07/17/2026	768322	Accounts Payable	Tahoe Douglas Fire Protection District		8,886.02
Check	07/17/2026	768323	Accounts Payable	Tahoe Fence Co Inc		2,355.00
Check	07/17/2026	768324	Accounts Payable	Tahoe Keys SMI OPCP, LLC		1,059.84

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/17/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2026	768325	Accounts Payable	Tahoe Transportation District		375,000.00
Check	07/17/2026	768326	Accounts Payable	Taylor , Nancy		1,066.00
Check	07/17/2026	768327	Accounts Payable	TEC Equipment Inc		6,534.19
Check	07/17/2026	768328	Accounts Payable	The Moore Law Group APC		194.43
Check	07/17/2026	768329	Accounts Payable	Thomson Reuters-West		3,882.19
Check	07/17/2026	768330	Accounts Payable	Topaz Ranch Estates GID		1,701.48
Check	07/17/2026	768331	Accounts Payable	Total Court Services of Nevada LLC		2,250.83
Check	07/17/2026	768332	Accounts Payable	Uline Inc		298.41
Check	07/17/2026	768333	Accounts Payable	US Postal Service - Minden		376.00
Check	07/17/2026	768334	Accounts Payable	Valentine , Samantha		40.00
Check	07/17/2026	768335	Accounts Payable	Verizon Wireless		39.04
Check	07/17/2026	768336	Accounts Payable	Washoe County Regional Medical Examiner's Office		3,318.00
Check	07/17/2026	768337	Accounts Payable	Washoe County Sheriff's Office		3,650.00
Check	07/17/2026	768338	Accounts Payable	Western Scientific FastServ Inc		824.00
Check	07/17/2026	768339	Accounts Payable	Whooster Inc		1,350.00
Check	07/17/2026	768340	Accounts Payable	Wood Rodgers Inc		2,965.00
Check	07/17/2026	768341	Accounts Payable	Xerox Corporation		577.09
Check	07/17/2026	768342	Accounts Payable	Yeaman , Guy		455.00
Check	07/17/2026	768343	Accounts Payable	Zephyr Heights General Improvement District		634.95
Check	07/17/2026	768344	Accounts Payable	One Stop Truck & Equipment (ACH)		47,992.00
Check	07/17/2026	768345	Accounts Payable	Coro Medical LLC (ACH)		32,095.00
EFT	07/17/2026	163665	Accounts Payable	Allison MacKenzie Ltd (ACH)		3,581.25
EFT	07/17/2026	163666	Accounts Payable	AllMax Software LLC (ACH)		2,426.00
EFT	07/17/2026	163667	Accounts Payable	Amazon Capital Services Inc (ACH)		6,423.32
EFT	07/17/2026	163668	Accounts Payable	Amer Sports Winter and Outdoor Company (ACH)		5,898.91
EFT	07/17/2026	163669	Accounts Payable	American Public Works Association (ACH)		1,416.20
EFT	07/17/2026	163670	Accounts Payable	Armstrong Consultants Inc (ACH)		1,255.00
EFT	07/17/2026	163671	Accounts Payable	Backflow Solutions Inc (ACH)		495.00
EFT	07/17/2026	163672	Accounts Payable	Bently Ranch (ACH)		1,860.00
EFT	07/17/2026	163673	Accounts Payable	BL Friedman Creative (ACH)		250.00
EFT	07/17/2026	163674	Accounts Payable	Blackstone Publishing (ACH)		154.12
EFT	07/17/2026	163675	Accounts Payable	BlueTritton Brands Inc (ACH)		97.91
EFT	07/17/2026	163676	Accounts Payable	Brian D Leany PhD LLC (ACH)		3,475.00

Douglas County
7/17/26 Payables
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/17/2026	163677	Accounts Payable	Brightview Landscape Services Inc (ACH)		5,975.00
EFT	07/17/2026	163678	Accounts Payable	Brown (ACH) , Richard		1,350.00
EFT	07/17/2026	163679	Accounts Payable	Buddi US LLC (ACH)		1,416.00
EFT	07/17/2026	163680	Accounts Payable	Bulbman (ACH)		741.75
EFT	07/17/2026	163681	Accounts Payable	Capital Glass LLC (ACH)		205.00
EFT	07/17/2026	163682	Accounts Payable	Capitol Reporters (ACH)		2,234.00
EFT	07/17/2026	163683	Accounts Payable	Carey Rosser Law, Ltd (ACH)		16,363.00
EFT	07/17/2026	163684	Accounts Payable	Carson Valley Arts Council (ACH)		150.00
EFT	07/17/2026	163685	Accounts Payable	Center for Applied Management Practices LLC (ACH)		1,293.75
EFT	07/17/2026	163686	Accounts Payable	Cintas Corporation (ACH)		1,660.19
EFT	07/17/2026	163687	Accounts Payable	Cintas Corporation (ACH)		485.47
EFT	07/17/2026	163688	Accounts Payable	Cintas Corporation (ACH)		306.09
EFT	07/17/2026	163689	Accounts Payable	CivicPlus LLC (ACH)		2,662.54
EFT	07/17/2026	163690	Accounts Payable	Clouser Law Group Ltd (ACH)		371.70
EFT	07/17/2026	163691	Accounts Payable	Commercial Equipment Source LLC (ACH)		503.96
EFT	07/17/2026	163692	Accounts Payable	Dash Medical Gloves LLC (ACH)		738.00
EFT	07/17/2026	163693	Accounts Payable	Desert Hills Fire & Security Systems (ACH)		2,535.00
EFT	07/17/2026	163694	Accounts Payable	DOWL LLC (ACH)		5,601.25
EFT	07/17/2026	163695	Accounts Payable	DTS Fiber / Digital Technology Solutions Inc (ACH)		17,964.20
EFT	07/17/2026	163696	Accounts Payable	East Fork Fire Protection District (T&A) (ACH)		11,097.99
EFT	07/17/2026	163697	Accounts Payable	Elk Point Plaza LLC (ACH)		360.00
EFT	07/17/2026	163698	Accounts Payable	Empire Southwest LLC (ACH)		1,339.72
EFT	07/17/2026	163699	Accounts Payable	Ence Law Ltd (ACH)		420.00
EFT	07/17/2026	163700	Accounts Payable	ESRI (ACH)		1,065.00
EFT	07/17/2026	163701	Accounts Payable	Family Support Council of Douglas County (ACH)		11,242.06
EFT	07/17/2026	163702	Accounts Payable	FCS, a Bowman Company (ACH)		6,465.00
EFT	07/17/2026	163703	Accounts Payable	Fife (ACH) , Nancy J		100.00
EFT	07/17/2026	163704	Accounts Payable	Flyers Energy LLC (ACH)		2,928.90
EFT	07/17/2026	163705	Accounts Payable	Fountain (ACH) , Ann M		100.00
EFT	07/17/2026	163706	Accounts Payable	Gardnerville Water Company (ACH)		1,123.44
EFT	07/17/2026	163707	Accounts Payable	HealtHIE Nevada (ACH)		210.00
EFT	07/17/2026	163708	Accounts Payable	Herback General Engineering LLC (ACH)		158,839.99

Douglas County
7/17/26 Payables
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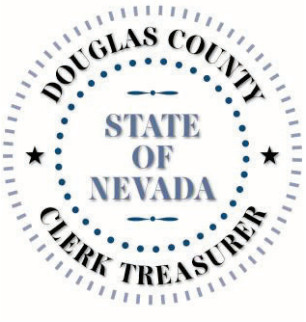
EFT	07/17/2026	163709	Accounts Payable	High Sierra Business Systems Inc (ACH)		16.38
EFT	07/17/2026	163710	Accounts Payable	High Sierra Elevator Inspections Inc (ACH)		550.00
EFT	07/17/2026	163711	Accounts Payable	Howell (ACH) , Paul		208.62
EFT	07/17/2026	163712	Accounts Payable	Hunewill (ACH) , Frank		3,164.07
EFT	07/17/2026	163713	Accounts Payable	Ingram Library Services LLC (ACH)		1,520.20
EFT	07/17/2026	163714	Accounts Payable	Inland Supply Co (ACH)		11,884.28
EFT	07/17/2026	163715	Accounts Payable	Inland Supply Co (ACH)		261.10
EFT	07/17/2026	163716	Accounts Payable	Inland Supply Co (ACH)		742.64
EFT	07/17/2026	163717	Accounts Payable	J-U-B Engineers, Inc. (ACH)		49,414.04
EFT	07/17/2026	163718	Accounts Payable	Koontz (ACH) , Richard		3,164.07
EFT	07/17/2026	163719	Accounts Payable	Law Offices of Maximilian Stovall LTD (ACH)		4,725.00
EFT	07/17/2026	163720	Accounts Payable	Law Offices of Maximilian Stovall LTD (ACH)		455.00
EFT	07/17/2026	163721	Accounts Payable	Lumos & Associates Inc (ACH)		864.00
EFT	07/17/2026	163722	Accounts Payable	Lytx Inc (ACH)		385.00
EFT	07/17/2026	163723	Accounts Payable	Marshall Medical Billing LLC (ACH)		675.00
EFT	07/17/2026	163724	Accounts Payable	Maxwell Products Inc (ACH)		4,800.00
EFT	07/17/2026	163725	Accounts Payable	McKone (ACH) , Jesse		1,825.43
EFT	07/17/2026	163726	Accounts Payable	Midwest Tape (ACH)		124.18
EFT	07/17/2026	163727	Accounts Payable	Model Dairy LLC (ACH)		2,273.93
EFT	07/17/2026	163728	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		312.49
EFT	07/17/2026	163729	Accounts Payable	Nevada Investigative Services LLC (ACH)		1,408.50
EFT	07/17/2026	163730	Accounts Payable	Nevada News Group (ACH)		516.38
EFT	07/17/2026	163731	Accounts Payable	Nevada Tahoe Conservation District (ACH)		14,619.50
EFT	07/17/2026	163732	Accounts Payable	Nichols Consulting Engineers (ACH)		2,530.00
EFT	07/17/2026	163733	Accounts Payable	Ottman (ACH) , Rose M		143.00
EFT	07/17/2026	163734	Accounts Payable	Overhead Fire Protection Inc (ACH)		160.00
EFT	07/17/2026	163735	Accounts Payable	Pesky Pest Control (ACH)		152.00
EFT	07/17/2026	163736	Accounts Payable	R & S Optimum Offset (ACH)		1,558.00
EFT	07/17/2026	163737	Accounts Payable	RAD Strategies Inc (ACH)		10,800.00
EFT	07/17/2026	163738	Accounts Payable	Recon Healthcare Services (ACH)		56,784.00
EFT	07/17/2026	163739	Accounts Payable	Red Barn Car Wash (ACH)		175.00
EFT	07/17/2026	163740	Accounts Payable	Redwood Printing Inc (ACH)		39.98
EFT	07/17/2026	163741	Accounts Payable	Sagebrush Sprouts Preschool		5,278.00

Douglas County
7/17/26 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/17/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/17/2026	163742	Accounts Payable	Samsara Inc (ACH)		4,833.02
EFT	07/17/2026	163743	Accounts Payable	SGS North America Inc (ACH)		1,172.00
EFT	07/17/2026	163744	Accounts Payable	Sierra Boiler Service Inc (ACH)		8,590.00
EFT	07/17/2026	163745	Accounts Payable	Specialized Elevator Corp dba Koch Elevator (ACH)		1,951.44
EFT	07/17/2026	163746	Accounts Payable	T-Mobile USA Inc		50.00
EFT	07/17/2026	163747	Accounts Payable	T-Mobile USA Inc		50.00
EFT	07/17/2026	163748	Accounts Payable	Tate Snyder Kimsey Architects Ltd (ACH)		37,500.00
EFT	07/17/2026	163749	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		18,344.93
EFT	07/17/2026	163750	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		1,037.34
EFT	07/17/2026	163751	Accounts Payable	The Ridge PLLC (ACH)		870.00
EFT	07/17/2026	163752	Accounts Payable	Tyler Technologies Inc (ACH)		874.50
EFT	07/17/2026	163753	Accounts Payable	UBEO Business Services (ACH)		12,919.79
EFT	07/17/2026	163754	Accounts Payable	US Bank Equipment Finance (ACH)		149.32
EFT	07/17/2026	163755	Accounts Payable	US Bank Equipment Finance (ACH)		228.48
EFT	07/17/2026	163756	Accounts Payable	US Bank Equipment Finance (ACH)		84.00
EFT	07/17/2026	163757	Accounts Payable	US Bank Equipment Finance (ACH)		245.41
EFT	07/17/2026	163758	Accounts Payable	USA Fleet Solutions (ACH)		1,980.25
EFT	07/17/2026	163759	Accounts Payable	Verus Associates Nevada LLC (ACH)		1,729.90
EFT	07/17/2026	163760	Accounts Payable	Walkenhorst's (ACH)		238.20
EFT	07/17/2026	163761	Accounts Payable	Walton's Funerals & Cremations (ACH)		550.00
EFT	07/17/2026	163762	Accounts Payable	WAM Software Inc (ACH)		219.56
EFT	07/17/2026	163763	Accounts Payable	Western Industrial Parts Inc (ACH)		1,530.43
EFT	07/17/2026	163764	Accounts Payable	Western Nevada Supply Co (ACH)		108.23
EFT	07/17/2026	163765	Accounts Payable	Western Nevada Supply Co (ACH)		283.29
EFT	07/17/2026	163766	Accounts Payable	Western Nevada Supply Co (ACH)		2,394.46
1-BOFA Bank of America Totals:				Transactions: 260		$6,652,197.30

Checks:	158	$6,087,551.25
EFTs:	102	$564,646.05

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $1,394,652.06 FOR CHECKS #768354-768487 AND EFTS #164429-164503, ALL DATED 7-24-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:37:12 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:03:13 -07'00'
ASSISTANT TREASURER

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	07/24/2026	768354	Accounts Payable	Ace Hardware		19.37
Check	07/24/2026	768355	Accounts Payable	Ace Hardware		81.41
Check	07/24/2026	768356	Accounts Payable	ARC Health & Wellness		2,395.00
Check	07/24/2026	768357	Accounts Payable	Artman , Amy		70.00
Check	07/24/2026	768358	Accounts Payable	AT&T Global Services		8,134.00
Check	07/24/2026	768359	Accounts Payable	AT&T Global Services		3,600.00
Check	07/24/2026	768360	Accounts Payable	AT&T Global Services		629.44
Check	07/24/2026	768361	Accounts Payable	B&L Backflow Testing Specialist LLC		2,927.57
Check	07/24/2026	768362	Accounts Payable	Bank of America (Procurement Cards)		79,641.78
Check	07/24/2026	768363	Accounts Payable	Brady Industries LLC		369.18
Check	07/24/2026	768364	Accounts Payable	Bruno , Paul A		80.00
Check	07/24/2026	768365	Accounts Payable	Bryant Electric		900.00
Check	07/24/2026	768366	Accounts Payable	Capital Ford Inc		2,518.10
Check	07/24/2026	768367	Accounts Payable	Carson City Landfill		23,933.08
Check	07/24/2026	768368	Accounts Payable	Carson City Public Works		43,409.37
Check	07/24/2026	768369	Accounts Payable	Carson Dodge-Chrysler Inc		29.48
Check	07/24/2026	768370	Accounts Payable	Carson Valley Conservation District		14,159.48
Check	07/24/2026	768371	Accounts Payable	Carson Valley Signs		2,748.00
Check	07/24/2026	768372	Accounts Payable	Carson Valley Veterinary Hospital		6,700.75
Check	07/24/2026	768373	Accounts Payable	Casey , Maureen F		80.00
Check	07/24/2026	768374	Accounts Payable	Charter Communications Operating LLC		5,283.19
Check	07/24/2026	768375	Accounts Payable	Christensen , Lodema		100.00
Check	07/24/2026	768376	Accounts Payable	Civil Solutions Associates Inc		7,736.00
Check	07/24/2026	768377	Accounts Payable	Claborn , Barry		100.00
Check	07/24/2026	768378	Accounts Payable	Clear Choice Headsets & Technology LLC		260.50
Check	07/24/2026	768379	Accounts Payable	Coverley , Dan		110.00
Check	07/24/2026	768380	Accounts Payable	Credit Concepts Inc		160.28
Check	07/24/2026	768381	Accounts Payable	DCSO Investigations - Petty Cash		800.00
Check	07/24/2026	768382	Accounts Payable	Dish Network		371.52
Check	07/24/2026	768383	Accounts Payable	Douglas County Lake Tahoe Sewer Authority		534.28
Check	07/24/2026	768384	Accounts Payable	Douglas County School District		49,930.25
Check	07/24/2026	768385	Accounts Payable	Douglas County Utilities		624.95
Check	07/24/2026	768386	Accounts Payable	Ed Cook Tree Service		4,550.00

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/24/2026	768387	Accounts Payable	Frontier		197.61
Check	07/24/2026	768388	Accounts Payable	Frontier		510.37
Check	07/24/2026	768389	Accounts Payable	Frontier		58.43
Check	07/24/2026	768390	Accounts Payable	Frontier		1,247.29
Check	07/24/2026	768391	Accounts Payable	Frontier		87.80
Check	07/24/2026	768392	Accounts Payable	Frontier		23,059.90
Check	07/24/2026	768393	Accounts Payable	Gardnerville Ranchos GID		3,097.98
Check	07/24/2026	768394	Accounts Payable	GMV Syncromatics Corporation		6,615.00
Check	07/24/2026	768395	Accounts Payable	Haen Constructors		12,245.43
Check	07/24/2026	768396	Accounts Payable	High Sierra Marine Inc		2,718.00
Check	07/24/2026	768397	Accounts Payable	Home Depot		48.40
Check	07/24/2026	768398	Accounts Payable	Interstate Batteries of the Sierras		271.10
Check	07/24/2026	768399	Accounts Payable	Keefe Supply Company		458.40
Check	07/24/2026	768400	Accounts Payable	Kiwanis Club of Carson Valley		63.00
Check	07/24/2026	768401	Accounts Payable	Laboratory Corporation of American Holdings		99.64
Check	07/24/2026	768402	Accounts Payable	Language Line Services Inc		194.40
Check	07/24/2026	768403	Accounts Payable	Lara , Shila K		200.00
Check	07/24/2026	768404	Accounts Payable	McKalip , James R		80.00
Check	07/24/2026	768405	Accounts Payable	McKerrihan , Brian		1,950.00
Check	07/24/2026	768406	Accounts Payable	Meeks Building Solutions		15.99
Check	07/24/2026	768407	Accounts Payable	Michael Hohl Motor Co Inc		328.22
Check	07/24/2026	768408	Accounts Payable	Microgenics Corp		7,222.32
Check	07/24/2026	768409	Accounts Payable	Minden Lawyers LLC		3,690.54
Check	07/24/2026	768410	Accounts Payable	Minden Town of		187,397.40
Check	07/24/2026	768411	Accounts Payable	Minden-Gardnerville Sanitation District		12,136.37
Check	07/24/2026	768412	Accounts Payable	Motorola Solutions Inc		782.90
Check	07/24/2026	768413	Accounts Payable	Mountain View Tree Farm		488.97
Check	07/24/2026	768414	Accounts Payable	Nason's Scanning Service LLC		620.00
Check	07/24/2026	768415	Accounts Payable	Nevada Barricade & Sign Co Inc		4,150.00
Check	07/24/2026	768416	Accounts Payable	Nevada Community Action Association		750.00
Check	07/24/2026	768417	Accounts Payable	Nevada Health Authority		99,050.47
Check	07/24/2026	768418	Accounts Payable	Nevada Legal Services Inc		5,824.60
Check	07/24/2026	768419	Accounts Payable	NV Energy		113.99
Check	07/24/2026	768420	Accounts Payable	NV Energy		55.75

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/24/2026	768421	Accounts Payable	NV Energy		11,072.57
Check	07/24/2026	768422	Accounts Payable	NV Energy		42.08
Check	07/24/2026	768423	Accounts Payable	NV Energy		380.52
Check	07/24/2026	768424	Accounts Payable	NV Energy		36.64
Check	07/24/2026	768425	Accounts Payable	NV State Department of Public Safety		31.50
Check	07/24/2026	768426	Accounts Payable	NV State Dept of Conservation & Natural Resources		3,600.00
Check	07/24/2026	768427	Accounts Payable	NV State Division of Industrial Relations		4,342.84
Check	07/24/2026	768428	Accounts Payable	NV State PERS Retirement Payback		3,918.84
Check	07/24/2026	768429	Accounts Payable	NV State Treasurer-PAYROLL		4.00
Check	07/24/2026	768430	Accounts Payable	NV State, Commission on Mineral Resources		20.00
Check	07/24/2026	768431	Accounts Payable	ODP Business Solutions LLC		674.93
Check	07/24/2026	768432	Accounts Payable	Parts House		37.98
Check	07/24/2026	768433	Accounts Payable	Parts Town LLC		212.48
Check	07/24/2026	768434	Accounts Payable	Paul , William D , III		140.00
Check	07/24/2026	768435	Accounts Payable	Perez Reyes , Hugo		2,000.00
Check	07/24/2026	768436	Accounts Payable	Peterbilt Truck Parts & Equipment		2,053.16
Check	07/24/2026	768437	Accounts Payable	Pitney Bowes Bank Inc Purchase Power		2,041.99
Check	07/24/2026	768438	Accounts Payable	Professional Finance Company Inc		216.63
Check	07/24/2026	768439	Accounts Payable	Qualification Targets Inc		322.42
Check	07/24/2026	768440	Accounts Payable	Redwood Toxicology Laboratory Inc		48.00
Check	07/24/2026	768441	Accounts Payable	Ricoh USA Inc (ACH)		208.50
Check	07/24/2026	768442	Accounts Payable	Robert Half		2,623.60
Check	07/24/2026	768443	Accounts Payable	Roberts , Monique		25.20
Check	07/24/2026	768444	Accounts Payable	Robinson Metal Works LLC		1,250.00
Check	07/24/2026	768445	Accounts Payable	Rosin , Bruce R		173.85
Check	07/24/2026	768446	Accounts Payable	Samsel , Stephanie		200.00
Check	07/24/2026	768447	Accounts Payable	Sartuche , Mallory		200.00
Check	07/24/2026	768448	Accounts Payable	SCaDU		333.50
Check	07/24/2026	768449	Accounts Payable	SCaDU		241.00
Check	07/24/2026	768450	Accounts Payable	SHI International Corp		24,986.00
Check	07/24/2026	768451	Accounts Payable	Sierra Controls LLC		9,594.31
Check	07/24/2026	768452	Accounts Payable	Southwest Gas		98.79
Check	07/24/2026	768453	Accounts Payable	St. John , Dan , JR		80.00
Check	07/24/2026	768454	Accounts Payable	Suicide Prevention Network		10,040.68

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/24/2026	768455	Accounts Payable	Summit Crest Apartments		1,125.00
Check	07/24/2026	768456	Accounts Payable	Sysco Food Services of Sacramento		52.64
Check	07/24/2026	768457	Accounts Payable	Sysco Food Services of Sacramento		603.16
Check	07/24/2026	768458	Accounts Payable	Sysco Food Services of Sacramento		7,908.37
Check	07/24/2026	768459	Accounts Payable	Tahoe Douglas District		450.00
Check	07/24/2026	768460	Accounts Payable	Tahoe Douglas District		13,449.85
Check	07/24/2026	768461	Accounts Payable	Tahoe Philharmonic Classical Orchestra		800.00
Check	07/24/2026	768462	Accounts Payable	The Travelers Indemnity Company		1,880.00
Check	07/24/2026	768463	Accounts Payable	Tisdale , Gray		300.00
Check	07/24/2026	768464	Accounts Payable	TriZetto Provider Solutions LLC		223.42
Check	07/24/2026	768465	Accounts Payable	Uline Inc		773.79
Check	07/24/2026	768466	Accounts Payable	Up Country Towing		900.00
Check	07/24/2026	768467	Accounts Payable	US Foods Inc		811.67
Check	07/24/2026	768468	Accounts Payable	US Foods Inc		10,470.91
Check	07/24/2026	768469	Accounts Payable	USABluebook		240.00
Check	07/24/2026	768470	Accounts Payable	Vasquez , Gerald		1,375.00
Check	07/24/2026	768471	Accounts Payable	VelocityEHS		9,921.40
Check	07/24/2026	768472	Accounts Payable	Verizon Wireless		600.15
Check	07/24/2026	768473	Accounts Payable	Vestis Services LLC		676.30
Check	07/24/2026	768474	Accounts Payable	VSP Vision Care Inc (AT)		6,539.75
Check	07/24/2026	768475	Accounts Payable	Washoe County Crime Lab		2,452.33
Check	07/24/2026	768476	Accounts Payable	Wastequip Manufacturing Company LLC		3,191.68
Check	07/24/2026	768477	Accounts Payable	Water Environment Federation		218.00
Check	07/24/2026	768478	Accounts Payable	Welcomes Auto Body & Towing		6,170.01
Check	07/24/2026	768479	Accounts Payable	Wild West Pest Management		265.00
Check	07/24/2026	768480	Accounts Payable	Woods , Cirra		80.42
Check	07/24/2026	768481	Accounts Payable	Yeaman , Guy		50.00
Check	07/24/2026	768482	Accounts Payable	Galls LLC (ACH)		103.50
Check	07/24/2026	768483	Accounts Payable	Property Records Industry Association (PRIA) (ACH)		475.00
Check	07/24/2026	768484	Accounts Payable	Stampede Pest Control (ACH)		100.00
Check	07/24/2026	768485	Accounts Payable	Eide Bailly LLP (ACH)		24,000.00
Check	07/24/2026	768486	Accounts Payable	COIT Cleaning and Restoration of Carson (ACH)		6,651.00
Check	07/24/2026	768487	Accounts Payable	Klein (ACH) , Benjamin		58.50
EFT	07/24/2026	164429	Accounts Payable	ADT LLC (ACH)		1,320.00

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/24/2026	164430	Accounts Payable	Allied Sanitation Services LLC (ACH)		550.00
EFT	07/24/2026	164431	Accounts Payable	Amazon Capital Services Inc (ACH)		6,014.45
EFT	07/24/2026	164432	Accounts Payable	Arrowhead Forensics (ACH)		361.79
EFT	07/24/2026	164433	Accounts Payable	Blackstone Publishing (ACH)		196.92
EFT	07/24/2026	164434	Accounts Payable	BlueTritton Brands Inc (ACH)		25.93
EFT	07/24/2026	164435	Accounts Payable	Camp Richardson Marina (ACH)		1,300.25
EFT	07/24/2026	164436	Accounts Payable	Canon Financial Services Inc (ACH)		2,027.25
EFT	07/24/2026	164437	Accounts Payable	Carlquist (ACH) , Heather		1,000.00
EFT	07/24/2026	164438	Accounts Payable	Carson City Community Counseling Center (ACH)		7,528.73
EFT	07/24/2026	164439	Accounts Payable	Carson Valley Locksmith (ACH)		504.95
EFT	07/24/2026	164440	Accounts Payable	CCMSI (ACH)		19,516.02
EFT	07/24/2026	164441	Accounts Payable	Cintas Corporation (ACH)		1,373.51
EFT	07/24/2026	164442	Accounts Payable	Cintas Corporation (ACH)		16.06
EFT	07/24/2026	164443	Accounts Payable	Cisco Air Systems Inc (ACH)		805.00
EFT	07/24/2026	164444	Accounts Payable	Commercial Equipment Source LLC (ACH)		368.00
EFT	07/24/2026	164445	Accounts Payable	Comstock Construction Services Inc (ACH)		3,426.00
EFT	07/24/2026	164446	Accounts Payable	DCS Protective Association (DCSPA) (ACH)		3,650.00
EFT	07/24/2026	164447	Accounts Payable	Denco Welding (ACH)		7,700.00
EFT	07/24/2026	164448	Accounts Payable	Douglas County Employees Association (ACH)		1,545.00
EFT	07/24/2026	164449	Accounts Payable	Douglas County Sergeants Association (ACH)		800.00
EFT	07/24/2026	164450	Accounts Payable	DOWL LLC (ACH)		1,283.25
EFT	07/24/2026	164451	Accounts Payable	DTS Fiber / Digital Technology Solutions Inc (ACH)		2,326.79
EFT	07/24/2026	164452	Accounts Payable	Duke's Plumbing Heating & Air Inc (ACH)		240.00
EFT	07/24/2026	164453	Accounts Payable	Ence Law Ltd (ACH)		450.00
EFT	07/24/2026	164454	Accounts Payable	FCS, a Bowman Company (ACH)		2,112.50
EFT	07/24/2026	164455	Accounts Payable	Fife (ACH) , Nancy J		200.00
EFT	07/24/2026	164456	Accounts Payable	Flyers Energy LLC (ACH)		15,828.53
EFT	07/24/2026	164457	Accounts Payable	Flyers Energy LLC (ACH)		4,127.69
EFT	07/24/2026	164458	Accounts Payable	Flyers Energy LLC (ACH)		1,700.91
EFT	07/24/2026	164459	Accounts Payable	Gardnerville Water Company (ACH)		32,275.76
EFT	07/24/2026	164460	Accounts Payable	Grainger (ACH)		4,765.11

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/24/2026	164461	Accounts Payable	Granicus LLC (ACH)		9,670.23
EFT	07/24/2026	164462	Accounts Payable	HealthEquity Inc		27,010.72
EFT	07/24/2026	164463	Accounts Payable	Ingram Library Services LLC (ACH)		166.00
EFT	07/24/2026	164464	Accounts Payable	Inland Supply Co (ACH)		106.45
EFT	07/24/2026	164465	Accounts Payable	Legacy Land and Water LLC (ACH)		4,000.00
EFT	07/24/2026	164466	Accounts Payable	Linde Gas & Equipment Inc (ACH)		2,210.74
EFT	07/24/2026	164467	Accounts Payable	Lumos & Associates Inc (ACH)		829.00
EFT	07/24/2026	164468	Accounts Payable	Midwest Tape (ACH)		90.96
EFT	07/24/2026	164469	Accounts Payable	Miller's Jackets and Uniforms (ACH)		1,000.00
EFT	07/24/2026	164470	Accounts Payable	Model Dairy LLC (ACH)		452.11
EFT	07/24/2026	164471	Accounts Payable	Nichols Consulting Engineers (ACH)		13,915.00
EFT	07/24/2026	164472	Accounts Payable	Oliver Packaging & Equipment (ACH)		5,877.82
EFT	07/24/2026	164473	Accounts Payable	Overhead Fire Protection Inc (ACH)		1,500.00
EFT	07/24/2026	164474	Accounts Payable	Physician Select Management LLC (ACH)		140.00
EFT	07/24/2026	164475	Accounts Payable	R & S Optimum Offset (ACH)		1,947.00
EFT	07/24/2026	164476	Accounts Payable	Rea (ACH) , Melanie		1,564.65
EFT	07/24/2026	164477	Accounts Payable	Resource Development Company LLC (ACH)		235,933.75
EFT	07/24/2026	164478	Accounts Payable	Ross Heating and Air Conditioning Inc (ACH)		6,040.00
EFT	07/24/2026	164479	Accounts Payable	Satmodo (ACH)		328.53
EFT	07/24/2026	164480	Accounts Payable	Sierra Pacific Turf Supply Inc (ACH)		203.68
EFT	07/24/2026	164481	Accounts Payable	SPB Utility Services Inc		1,585.59
EFT	07/24/2026	164482	Accounts Payable	Summit Collection Services (ACH)		241.29
EFT	07/24/2026	164483	Accounts Payable	Summit Plumbing Co LLC (ACH)		12,552.86
EFT	07/24/2026	164484	Accounts Payable	Superior Plus Propane (ACH)		3,105.84
EFT	07/24/2026	164485	Accounts Payable	Tahoe Supply Company (ACH)		1,137.70
EFT	07/24/2026	164486	Accounts Payable	Tate Snyder Kimsey Architects Ltd (ACH)		42,237.50
EFT	07/24/2026	164487	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		11,865.02
EFT	07/24/2026	164488	Accounts Payable	Thatcher Company of Nevada Inc (ACH)		9,073.86
EFT	07/24/2026	164489	Accounts Payable	The Ridge PLLC (ACH)		630.00
EFT	07/24/2026	164490	Accounts Payable	TruePoint Solutions LLC (ACH)		36,693.75
EFT	07/24/2026	164491	Accounts Payable	UBEO Business Services (ACH)		4,406.20
EFT	07/24/2026	164492	Accounts Payable	Uniformity of Nevada LLC (ACH)		119.99
EFT	07/24/2026	164493	Accounts Payable	US Bank Equipment Finance (ACH)		339.52
EFT	07/24/2026	164494	Accounts Payable	US Bank Equipment Finance (ACH)		161.17

Douglas County
07-24-2026
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/24/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/24/2026	164495	Accounts Payable	US Bank Equipment Finance (ACH)		1,908.94
EFT	07/24/2026	164496	Accounts Payable	US Bank Equipment Finance (ACH)		983.22
EFT	07/24/2026	164497	Accounts Payable	US Bank Equipment Finance (ACH)		179.06
EFT	07/24/2026	164498	Accounts Payable	Volunteer Attorneys for Rural Nevadans (ACH)		1,400.00
EFT	07/24/2026	164499	Accounts Payable	Walder (ACH) , Kirk Eugene		80.00
EFT	07/24/2026	164500	Accounts Payable	Walkenhorst's (ACH)		221.40
EFT	07/24/2026	164501	Accounts Payable	Walton's Funerals & Cremations (ACH)		550.00
EFT	07/24/2026	164502	Accounts Payable	Western Nevada Supply Co (ACH)		3,517.90
EFT	07/24/2026	164503	Accounts Payable	Work World (ACH)		348.10
1-BOFA Bank of America Totals:				Transactions: 209		$1,394,652.06

Checks:	134	$822,986.11
EFTs:	75	$571,665.95

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

Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYROLL CHECK LISTING TOTALING $1,752,042.89 FOR CHECKS #768346-768353, ALL EFTS, ALL DATED 7-24-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:34:21 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:03:49 -07'00'
ASSISTANT TREASURER

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
Pay Batch 07/24/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4130 Davidson, Jenifer	163774	.00	7,264.90	7,264.90
6181 Evanson, Rachael Nicole	163775	.00	2,123.16	2,123.16
4645 Lang, Wendy Jo	163776	.00	5,960.65	5,960.65
3419 Lewis, Kathryn Marie	163777	.00	6,182.49	6,182.49
6254 Wheeler, Brooke Cenora	163778	.00	1,764.97	1,764.97
6254 Wheeler, Brooke Cenora	163779	.00	150.00	150.00
3299 Mccullough, David Scott	163780	.00	7,747.36	7,747.36
4714 Filter, Brian	163781	.00	6,511.20	6,511.20
5328 Valdez, Robyn Aiko	163782	.00	2,417.08	2,417.08
5913 Cachinero, Eric	163783	.00	3,523.66	3,523.66
6310 Anderson, Daniel Hanbury	163784	.00	1,692.35	1,692.35
6310 Anderson, Daniel Hanbury	163785	.00	564.12	564.12
4177 Montoya, Leah	163786	.00	2,726.23	2,726.23
4657 Richardson, Matthew	163787	.00	3,808.12	3,808.12
6308 Huber, Amiya Kristine	163788	.00	1,880.52	1,880.52
6166 Johns, Katelyn Nicole	163789	.00	1,876.59	1,876.59
6322 Musser, Kevin James	163790	.00	1,992.81	1,992.81
5697 Poppinga, Kathryn	163791	.00	2,389.06	2,389.06
6344 Rushinock, Erick Nathaniel	163792	.00	1,908.10	1,908.10
4936 Troutner, Michael David	163795	.00	2,212.32	2,212.32
4387 Williams, Toni Grace	163796	.00	2,977.75	2,977.75
6010 Buma At, Candy Ve De Gracia	163797	.00	1,758.93	1,758.93
5956 Carter, Deborah Christine	163798	.00	3,125.31	3,125.31
4782 Chieffo, Caroline	163799	.00	1,769.42	1,769.42
4782 Chieffo, Caroline	163800	.00	1,450.00	1,450.00
6332 Huff, Kelsie Rose	163801	.00	1,779.43	1,779.43
4600 Kaiser, Katherine Anne	163802	.00	4,021.35	4,021.35
4658 Kent, Andrea Celeste	163803	.00	2,801.18	2,801.18
4691 Moreno, Sarah	163804	.00	2,372.35	2,372.35
5935 Solorio Reza, Veronica	163805	.00	2,059.94	2,059.94
5646 Swickard, Debbie A	163806	.00	2,037.35	2,037.35
5646 Swickard, Debbie A	163807	.00	500.00	500.00
5261 Brantmeyer, Ana	163808	.00	2,123.40	2,123.40
6250 Morgan, Roberta Jo	163810	.00	1,574.63	1,574.63
4766 Stovall, Jodi Odette	163811	.00	2,640.45	2,640.45
5317 Balda, Tanya	163812	.00	2,196.14	2,196.14
5645 Lane, Amber Marie	163813	.00	2,031.33	2,031.33
5251 Oehlerking, Nicki Jennifer	163814	.00	3,594.73	3,594.73
6323 Tobias, Taylor Jordan	163815	.00	1,971.45	1,971.45
5828 Allmett, David	163816	.00	2,643.80	2,643.80
6052 Arriola, Yvonne Marie	163817	.00	2,173.97	2,173.97
5395 Harjes, Georgianne Dombrowik	163818	.00	2,487.45	2,487.45
5395 Harjes, Georgianne Dombrowik	163819	.00	829.15	829.15
5739 Lind, Vicky Lucille	163820	.00	760.50	760.50
6402 Johnston, Jamie	163821	.00	1,864.47	1,864.47
3296 McDonough, Regina	163822	.00	2,505.25	2,505.25
5256 Pablo, Michelle	163823	.00	2,189.04	2,189.04
5419 Allmett, Melissa	163824	.00	1,907.03	1,907.03
6233 Dorris, Meghan	163826	.00	3,146.75	3,146.75
6233 Dorris, Meghan	163827	.00	350.00	350.00

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
Pay Batch 07/24/26

Employee		Check Number	Check Amount	Direct Deposit	Net Pay
6296	Dunkelberg, Edie Lynn	163828	.00	1,622.90	1,622.90
6296	Dunkelberg, Edie Lynn	163829	.00	150.00	150.00
6294	Molina, Meghan Elise	163830	.00	1,898.76	1,898.76
5403	Vaclavek, Corinne Rene	163831	.00	2,619.58	2,619.58
5403	Vaclavek, Corinne Rene	163832	.00	50.00	50.00
4047	Gerard, Donald Joseph	163833	.00	3,233.10	3,233.10
5628	Williams, Daniel Alan	163834	.00	2,823.18	2,823.18
5341	Sanders, Dennis Wayne	163835	.00	2,084.12	2,084.12
4194	Avila, Michael	163836	.00	3,116.94	3,116.94
6255	Betz, Cameron Lee	163837	.00	3,255.02	3,255.02
5834	Kale, Griffin Thomas	163838	.00	3,888.53	3,888.53
6269	Laird, Tanner Andrew	163839	.00	1,572.81	1,572.81
6269	Laird, Tanner Andrew	163840	.00	260.00	260.00
6338	Lazos, Lauren	163841	.00	3,296.80	3,296.80
6094	Ruggia, Peace Paul	163842	.00	4,565.98	4,565.98
3461	Stugart, Susan L	163843	.00	2,583.29	2,583.29
6388	Webb, Carson Joseph	163844	.00	2,878.42	2,878.42
6253	Donahue, Rachel Michelle	163845	.00	1,842.41	1,842.41
6253	Donahue, Rachel Michelle	163846	.00	320.00	320.00
5283	Drew, Tiffini	163847	.00	1,145.65	1,145.65
5283	Drew, Tiffini	163848	.00	1,000.00	1,000.00
5390	Johnson, Marcia Michelle	163849	.00	983.26	983.26
6390	Newquist, Emily Church	163850	.00	1,860.47	1,860.47
5315	Shaw, Ashley Elaine	163851	.00	1,869.65	1,869.65
5315	Shaw, Ashley Elaine	163852	.00	300.00	300.00
5233	Vido, Christine Elizabeth	163853	.00	3,845.62	3,845.62
5233	Vido, Christine Elizabeth	163854	.00	500.00	500.00
5100	Warren, Megan	163855	.00	2,539.75	2,539.75
4926	Cristanelli, Brenda	163856	.00	1,588.83	1,588.83
3172	Elges, Ronald	163858	.00	6,570.01	6,570.01
3407	Koontz, Richard JR	163859	.00	5,704.29	5,704.29
4773	George, Ana Gabriela	163860	.00	2,521.00	2,521.00
3394	Ginocchio, Rodney W	163861	.00	6,917.94	6,917.94
5093	Green, Kylie Nicole	163862	.00	2,666.27	2,666.27
4488	Jacobsen, Bruce M	163863	.00	10,952.00	10,952.00
3333	Richardson, Connie	163864	.00	1,078.82	1,078.82
3433	Scheetz, Kirsten Maureen	163865	.00	1,706.87	1,706.87
3433	Scheetz, Kirsten Maureen	163866	.00	1,200.00	1,200.00
3337	Adkins, Michelle	163867	.00	2,019.68	2,019.68
4176	Allen, Crystal	163868	.00	2,365.72	2,365.72
5489	Bell, Jennifer	163869	.00	2,231.50	2,231.50
5396	Bennett, Temi Elaine	163870	.00	1,696.75	1,696.75
5925	Garcia, Melissa Susan	163871	.00	1,945.02	1,945.02
5325	Handy, Sherral Diane	163872	.00	1,616.91	1,616.91
5311	Miller, Ricky	163873	.00	2,456.24	2,456.24
5184	Peters, William	163874	.00	2,306.85	2,306.85
6395	Vine, Jeannine Diane	163875	.00	1,843.45	1,843.45
6167	Acero, Leonel	163876	.00	3,140.14	3,140.14
6167	Acero, Leonel	163877	.00	100.00	100.00
4611	Barden, Michael	163878	.00	3,064.17	3,064.17
6232	Battcher, Cameron Blane	163879	.00	3,348.21	3,348.21
6219	Boogman, Katherine Victoria	163880	.00	3,168.26	3,168.26
6335	Braaksma, Aaron Mark	163881	.00	4,588.64	4,588.64
6155	Browning, Andrew Douglas	163882	.00	2,210.15	2,210.15
4557	Brown, Mark	163883	.00	5,344.48	5,344.48
4105	Cadwallader, David	163884	.00	5,521.81	5,521.81
1420	Charles, Mark	163885	.00	3,173.99	3,173.99
5259	Clifford, Dustin	163886	.00	4,338.35	4,338.35

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5708 Drgas, Tomasz	163887	.00	3,550.30	3,550.30
6346 Eason, Brendan Daniel	163888	.00	3,678.93	3,678.93
4116 George, John Arthur	163889	.00	4,780.15	4,780.15
6291 Goldsmith, Richard Wilson	163890	.00	2,714.89	2,714.89
4698 Guerra, Jose Ricardo	163891	.00	4,149.69	4,149.69
6337 Hinojosa, Elijah Adam	163892	.00	2,866.31	2,866.31
6083 Holle, Brandon Tyler	163893	.00	3,076.46	3,076.46
6334 Houghton, Luke John	163894	.00	3,100.59	3,100.59
3418 Jenkins, Nadine Yvonne	163895	.00	4,239.49	4,239.49
4696 Kimbrell, Steven John	163896	.00	2,660.42	2,660.42
4696 Kimbrell, Steven John	163897	.00	1,000.00	1,000.00
6242 Lewis, Caleb Howard	163898	.00	2,159.67	2,159.67
5941 Livingston, Daniel Marquis	163899	.00	2,846.30	2,846.30
5077 McLaughlin, Spencer	163900	.00	3,800.13	3,800.13
6008 Mendieta, Jasmin Teresa	163901	.00	5,119.53	5,119.53
3604 Ridley, Clayton	163902	.00	4,586.53	4,586.53
4556 Rollins, James	163903	.00	2,796.20	2,796.20
5694 Russell, Jonathen Philip	163904	.00	2,688.21	2,688.21
6148 Sakert, Januarius Alexander	163905	.00	2,498.40	2,498.40
4343 Sanchez, Donovan Joseph	163906	.00	3,368.06	3,368.06
3439 Schultz, Theresa Christine	163907	.00	2,233.00	2,233.00
5582 Silva Ortiz, Jose G	163908	.00	3,704.83	3,704.83
3399 Storke, Jonathan D	163909	.00	4,677.44	4,677.44
6241 Swarms, Daniel R	163910	.00	892.22	892.22
6241 Swarms, Daniel R	163911	.00	1,656.97	1,656.97
6101 Turek, Andrew Paul	163912	.00	1,751.31	1,751.31
5703 Warren, Erik Anthony	163913	.00	2,825.34	2,825.34
5703 Warren, Erik Anthony	163914	.00	277.00	277.00
4131 Young, Ryan Robert	163915	.00	4,024.70	4,024.70
3035 Britton, Daniel	163916	.00	5,331.98	5,331.98
5110 Cunningham, Jeremy Ray	163917	.00	5,015.83	5,015.83
4070 Davis, Justin	163918	.00	5,562.06	5,562.06
3505 Grant, Ryan David	163919	.00	4,077.01	4,077.01
5152 Graves, Jessica Lynn	163920	.00	2,587.02	2,587.02
3436 Jasperson, Edward W	163921	.00	4,234.39	4,234.39
4360 Johnsen, Jeffrey	163922	.00	5,329.94	5,329.94
4394 Jones, Tyler A	163923	.00	3,080.19	3,080.19
5946 Poling, Denielle Lynn	163924	.00	2,908.61	2,908.61
5715 Riker, Payton	163925	.00	5,122.19	5,122.19
3401 Schultz, Steven D	163926	.00	5,220.76	5,220.76
3312 Tipton, Linda Jane	163927	.00	2,448.11	2,448.11
5019 Warfield, Steven William	163928	.00	5,951.67	5,951.67
4938 West, Mariah Cathleen	163929	.00	6,179.15	6,179.15
3608 Wharton, Scott W	163930	.00	4,593.73	4,593.73
4376 Williams, Justin Hall	163931	.00	4,520.14	4,520.14
3516 Windsor, Adam R	163932	.00	7,533.99	7,533.99
4015 Karosich, Kevin Charles	163933	.00	6,801.58	6,801.58
4531 Koontz, Brenton Robert	163934	.00	4,797.92	4,797.92
5897 Mairs, Charles D	163935	.00	5,626.30	5,626.30
4244 Meyer, John	163936	.00	29,994.82	29,994.82
5477 Begovich, Cody	163937	.00	6,723.69	6,723.69
6045 Cheechov, Alexandria Ashley	163938	.00	3,196.07	3,196.07
6320 Conley, Edward James	163939	.00	3,396.15	3,396.15
5454 Copp, Keenan	163940	.00	2,529.32	2,529.32
5619 Del Soldato, Cody	163941	.00	3,536.52	3,536.52
5047 DeRosa, Salvatore	163942	.00	3,988.35	3,988.35
6005 Dion, Evan Rene	163943	.00	2,663.05	2,663.05
3226 Duffy, Robert	163944	.00	5,727.59	5,727.59
3634 Flagg, Marshall	163945	.00	3,277.46	3,277.46

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
4756 Freeman, Kevin RD	163946	.00	4,868.50	4,868.50
4369 Fricke, Justin Frederick	163947	.00	9,792.73	9,792.73
5137 Graves, Stephen Michael	163948	.00	3,988.63	3,988.63
5849 Hanson, Michael Ray	163949	.00	5,966.45	5,966.45
5919 Heffner, Jared Cortlen	163950	.00	3,336.78	3,336.78
5097 Hickman, Zachary D	163951	.00	3,192.95	3,192.95
5111 Hodges, Joshua Adam	163952	.00	3,736.06	3,736.06
5062 Holdridge, Tyree	163953	.00	2,923.44	2,923.44
5693 Incopero, Noah Thomas	163954	.00	3,001.22	3,001.22
5138 Jenkins, Eric Robert William	163955	.00	4,371.04	4,371.04
4322 Lenz, John Christian	163956	.00	7,409.50	7,409.50
4598 Lewis, Kevin Zachary	163957	.00	6,274.44	6,274.44
6137 Lopez, Marlon Emanuel	163958	.00	4,255.55	4,255.55
6137 Lopez, Marlon Emanuel	163959	.00	472.84	472.84
6152 Mahon, Zachary Mark	163960	.00	3,799.36	3,799.36
6152 Mahon, Zachary Mark	163961	.00	670.48	670.48
6261 McGowan, Thomas Michael	163962	.00	4,210.56	4,210.56
5109 Michitarian, Conner	163963	.00	3,947.06	3,947.06
4460 Miller, Steven	163964	.00	4,458.15	4,458.15
5339 Oakes, Robert	163965	.00	5,343.45	5,343.45
4483 OSullivan, Luke	163966	.00	5,738.08	5,738.08
5951 Randall, Jacob Isaac	163967	.00	3,333.22	3,333.22
2216 Rodriguez, Richard	163968	.00	4,000.99	4,000.99
4375 Russell, Seth	163969	.00	3,640.10	3,640.10
4433 Sampson, Matthew Alan	163970	.00	6,110.99	6,110.99
6290 Santos, Jimmi Lynn	163971	.00	4,034.53	4,034.53
5321 Sepulveda, William Michael Anthony	163972	.00	2,932.88	2,932.88
4604 Short, Derek Clayton	163973	.00	7,100.46	7,100.46
6072 Smith, Stephen Wyatt	163974	.00	3,402.94	3,402.94
6319 Soukup, Ramiro Jace	163975	.00	4,276.41	4,276.41
3404 Stanley, David Alan Jr.	163976	.00	4,365.04	4,365.04
3404 Stanley, David Alan Jr.	163977	.00	350.00	350.00
4882 Stebel, Maciej	163978	.00	3,322.99	3,322.99
5051 Strachan, Grace Louise	163979	.00	4,158.54	4,158.54
5051 Strachan, Grace Louise	163980	.00	250.00	250.00
5855 Tersteege, Zachariah John	163981	.00	4,714.08	4,714.08
5602 Thorne, Clinton Garrett	163982	.00	4,379.91	4,379.91
6400 Waller, Jessica Ann	163983	.00	4,038.05	4,038.05
5265 Martinez, Thomas	163984	.00	4,552.96	4,552.96
6404 Ashbaugh-Komp, Madison Gale	163985	.00	1,464.27	1,464.27
5296 Ferriera, Tylar	163986	.00	2,410.23	2,410.23
6398 Gregory, Travis Joel	163987	.00	1,547.62	1,547.62
6023 Larsen, Samantha Rae	163988	.00	1,647.97	1,647.97
6018 Peterson, Cheyenne Nicole	163989	.00	1,819.10	1,819.10
5684 Sorrells, Jennifer Ann	163990	.00	2,711.19	2,711.19
5965 Easton, Kara Rae	163991	.00	4,519.17	4,519.17
6401 Grennan, Shari	163992	.00	2,639.27	2,639.27
5681 Mathes, Erin	163993	.00	1,956.42	1,956.42
5090 Carney, Marilyn	163994	.00	2,396.79	2,396.79
6089 Franz, Sarah Marie	163995	.00	2,276.19	2,276.19
5621 Maxwell, Courtni Lynn	163996	.00	2,289.31	2,289.31
5831 Shoemaker, Francesca Grace	163997	.00	1,779.59	1,779.59
6396 Styles, Brecken	163998	.00	1,220.22	1,220.22
6396 Styles, Brecken	163999	.00	305.06	305.06
5246 Weidner, Amy Colleen	164000	.00	1,201.85	1,201.85
3557 Wilfert, Kristin L	164001	.00	3,001.82	3,001.82
6168 Ames, Emilce Lianabel	164002	.00	4,055.65	4,055.65
5807 Edwards, Rebecca Lynne	164003	.00	4,731.16	4,731.16
4603 Goelz, Sandra Delores	164004	.00	2,952.85	2,952.85

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
Pay Batch 07/24/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5892 Eady, Janice	164005	.00	1,987.16	1,987.16
3682 Plante, Erin	164006	.00	5,759.64	5,759.64
1724 Seddon, John James	164007	.00	3,839.77	3,839.77
6279 Wheeler, Kelsey Powell	164008	.00	3,380.29	3,380.29
5187 Barnes, Jacqueline	164009	.00	1,014.17	1,014.17
5187 Barnes, Jacqueline	164010	.00	200.00	200.00
5187 Barnes, Jacqueline	164011	.00	700.00	700.00
4835 Wagoner, Leanne Christine	164012	.00	7,211.22	7,211.22
6381 Castle, Denise Lynn	164013	.00	2,553.14	2,553.14
4916 Gonzales, Sallie Marie	164014	.00	2,509.84	2,509.84
1889 Myers, Kasey	164015	.00	3,147.27	3,147.27
6268 Sharp, Wendy Dawn	164016	.00	2,890.17	2,890.17
5373 Aymami, David	164017	.00	317.43	317.43
3569 Budden, Sherman	164018	.00	810.84	810.84
3103 Carter, Trina	164019	.00	1,896.51	1,896.51
5318 Cooper, Timothy Charles	164020	.00	1,062.90	1,062.90
5257 Doan, Mickey Lowell	164021	.00	1,052.45	1,052.45
6405 Fierle, Daniel James	164022	.00	222.89	222.89
3538 Gonzalez, Ignacio A	164023	.00	4,816.26	4,816.26
3538 Gonzalez, Ignacio A	164024	.00	250.00	250.00
3538 Gonzalez, Ignacio A	164025	.00	200.00	200.00
4197 Harding, William Joseph	164026	.00	503.26	503.26
3570 LaMonica, George Anthony	164027	.00	807.13	807.13
4822 Lee, Lori Ann	164028	.00	660.28	660.28
3659 Lindsay, Eric D	164029	.00	5,632.40	5,632.40
3659 Lindsay, Eric D	164030	.00	100.00	100.00
5422 Marshall, Gary D	164031	.00	497.27	497.27
3213 Mcbryde, Jeffrey	164032	.00	957.45	957.45
4339 Midkiff, Douglas	164033	.00	4,585.64	4,585.64
4339 Midkiff, Douglas	164034	.00	100.00	100.00
4339 Midkiff, Douglas	164035	.00	100.00	100.00
6289 Samuelson, William Neil	164036	.00	222.89	222.89
5018 Sousa, Ricci Gordon	164037	.00	1,581.12	1,581.12
6231 Weddell, James Howard	164038	.00	663.61	663.61
4563 Casper, Richard Barry	164039	.00	5,673.85	5,673.85
6051 Cazares, Angelika Natalie	164040	.00	1,973.47	1,973.47
4554 Davis, Tammy	164041	.00	3,332.49	3,332.49
4262 Frank, Juley Ann	164042	.00	4,507.51	4,507.51
4007 Gregory, Cynthea Anne	164043	.00	2,256.04	2,256.04
4007 Gregory, Cynthea Anne	164044	.00	2,800.00	2,800.00
5121 Hames, Alex Arthur	164045	.00	5,438.34	5,438.34
		.00		
5123 Johnson, Matthew Steven	164047		4,835.72	4,835.72
5344 Mazza, Chelsea Barbara	164048	.00	6,239.31	6,239.31
5955 Murphy, William	164049	.00	4,253.86	4,253.86
6006 Nelson, Kallie	164050	.00	3,344.34	3,344.34
6347 OHearn, Lawrence Stephen JR	164051	.00	4,722.55	4,722.55
4187 Putzer, Brian	164052	.00	3,941.76	3,941.76
6151 Remick, Heidi W	164053	.00	5,251.78	5,251.78
4401 Ritchie, Douglas	164054	.00	11,101.36	11,101.36
5995 Romero, Michele Mary	164055	.00	1,747.69	1,747.69
5858 Sibley, James Blake	164056	.00	4,479.67	4,479.67
5825 Simmons, Shannon Noel	164057	.00	2,451.17	2,451.17
5284 Teter, Jessica Lynn	164058	.00	1,818.65	1,818.65
6251 Thomas, Aaron Michael	164059	.00	4,699.27	4,699.27
6073 Thompson, Kristina	164060	.00	2,023.88	2,023.88
4521 Wadle, Zachary Jerome	164061	.00	4,945.22	4,945.22
4382 Williams, Lea Elise	164062	.00	2,110.85	2,110.85
4958 Cady, Kelly	164063	.00	3,495.65	3,495.65

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
3543 Hamer, Daniel Monroe	164064	.00	4,260.61	4,260.61
5698 Harris, Krysinthia J	164065	.00	2,438.49	2,438.49
3410 Hastings-Molyneux, Dominic E	164066	.00	3,544.93	3,544.93
4639 Jones, Jessica	164067	.00	2,022.73	2,022.73
4639 Jones, Jessica	164068	.00	150.00	150.00
5678 Mangiaracina, Sara Rene	164069	.00	3,054.18	3,054.18
4151 Nicoll, Kenneth	164070	.00	3,619.87	3,619.87
5503 Orozco, Andres	164071	.00	2,185.93	2,185.93
6299 Pierce, Tamara Marie	164072	.00	1,837.95	1,837.95
6030 Andrews, Barrett Brynn George	164073	.00	2,127.26	2,127.26
5656 Arvizu, Julian	164074	.00	2,241.44	2,241.44
5690 Bryant, Trevor E	164075	.00	2,344.74	2,344.74
6275 Cervantes Mendoza, Brian Yovani	164076	.00	2,014.59	2,014.59
6246 Champlin, Renee Nycole	164077	.00	978.35	978.35
6246 Champlin, Renee Nycole	164078	.00	978.34	978.34
5833 Chavez, Ariel Michelle	164079	.00	1,808.34	1,808.34
3003 Chichester, Ross	164080	.00	87.44	87.44
6227 Dalton, Julie Noelle	164081	.00	2,287.88	2,287.88
5609 Damiani, Chelsea	164082	.00	4,177.49	4,177.49
6162 Diaz, Corryne Lee	164083	.00	2,001.06	2,001.06
5417 Giardina, Kelly Jean	164084	.00	2,471.06	2,471.06
4710 Grant Doney, Shawn R	164085	.00	2,941.40	2,941.40
5389 Grant, Teagan Ashley	164086	.00	3,771.66	3,771.66
4494 Heimark, Caitlin Yvonne	164087	.00	2,825.34	2,825.34
6039 Hennarty, Aimee Michele	164088	.00	2,166.53	2,166.53
5857 Jenkins, Kevin Ryan	164089	.00	2,143.07	2,143.07
5374 Keating, Anthony James	164090	.00	287.27	287.27
5476 Klemm, Paul Jeffrey Lazatin	164091	.00	331.61	331.61
5998 Kovacs, Haley Ann	164092	.00	2,132.62	2,132.62
4943 Lewis, Daryle Evan	164093	.00	1,714.21	1,714.21
6007 Maes, Cecilia Anita	164094	.00	1,835.46	1,835.46
5662 McClintock, Carol	164095	.00	1,926.61	1,926.61
6029 Miller, Daniel Hunt	164096	.00	2,189.34	2,189.34
4809 Ong, Jacqueline	164097	.00	3,604.13	3,604.13
5837 Ong, Maria-Veronica	164098	.00	2,229.06	2,229.06
5934 Parris, Zachary	164099	.00	1,980.39	1,980.39
6170 Piazza, Santino Philip	164100	.00	2,451.83	2,451.83
6283 Porras, Jason	164101	.00	3,667.63	3,667.63
1546 Smith, Nicolette Adelle	164102	.00	2,157.94	2,157.94
6102 Stocking, Jessica Linnea	164103	.00	5,107.69	5,107.69
5478 Strawn, Michelle Maria	164104	.00	2,568.71	2,568.71
6211 Taylor, Geavon Damon	164105	.00	2,241.66	2,241.66
6174 Zaprzalka Vanbenthuysen, Paige Ann	164106	.00	2,006.83	2,006.83
6272 Zaprzalka, Nicole Marie	164107	.00	1,823.23	1,823.23
5443 Bandbaz, Zahra	164108	.00	2,264.39	2,264.39
6266 Camara, Giovanni Antonio	164109	.00	1,998.93	1,998.93
5932 Conway, Brian Robert	164110	.00	1,402.66	1,402.66
5905 Davidson, Rain	164111	.00	1,932.61	1,932.61
3664 DeLeon, Christian	164112	.00	2,998.27	2,998.27
6081 Feemster, Daniel Ryan	164113	.00	2,606.02	2,606.02
6237 Garrison, Savannah Ryann	164114	.00	624.35	624.35
6086 Guzman, Monica Lee	164115	.00	2,594.58	2,594.58
6012 Johnson-Bonin, Breauna Kay	164116	.00	2,153.18	2,153.18
4837 Leskovic, Aimee	164117	.00	2,398.37	2,398.37
5670 Miller, Shane	164118	.00	2,224.90	2,224.90
6048 Reiss, Mark Richard	164119	.00	2,225.21	2,225.21
3227 Zehren, Kristina	164120	.00	4,085.43	4,085.43
5861 Iannacchione, Nathanial David	164121	.00	2,242.28	2,242.28
5094 McAllister, Mike	164122	.00	4,045.72	4,045.72

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6403	Filippi, Sarah Rae	164123	.00	1,790.77	1,790.77
6031	Henley-Ballard, McKenzie Fay	164124	.00	2,296.58	2,296.58
4155	Huntington, Mindi Jo	164125	.00	2,826.00	2,826.00
6342	Nitti, Jason Joseph	164126	.00	787.88	787.88
6150	Pecorino, Madelyn Grace	164127	.00	2,558.77	2,558.77
5149	Ledezma, Miguel Angel	164130	.00	2,471.64	2,471.64
6311	Moonan, Alexandra Ballash	164131	.00	1,632.63	1,632.63
4498	Moore, Sandra	164132	.00	2,467.79	2,467.79
3515	Doan, Yvette	164133	.00	3,765.39	3,765.39
5851	Garrison, Jenna Marcia	164134	.00	2,476.85	2,476.85
3266	Lash, Diana	164135	.00	2,197.36	2,197.36
4628	Meddles, Jake	164136	.00	2,871.87	2,871.87
4874	Roberts, David JR	164137	.00	3,069.38	3,069.38
5863	Vidovich, Danton Robert	164138	.00	908.38	908.38
4778	Nordloh, Joshua	164139	.00	3,915.19	3,915.19
4332	Dallaire, Thomas	164140	.00	5,525.04	5,525.04
5021	Dickerson, Alicia	164141	.00	1,944.31	1,944.31
5929	Hannah, Ashley	164142	.00	2,060.40	2,060.40
6161	Jones, Kyle Brent	164143	.00	2,220.42	2,220.42
3494	Pawling, Andrea	164144	.00	4,080.77	4,080.77
5630	Ramirez, Betty	164145	.00	1,457.79	1,457.79
4762	Reno, Ann	164146	.00	902.07	902.07
5844	Conroy, Jordyn Ashleigh	164147	.00	1,822.83	1,822.83
5844	Conroy, Jordyn Ashleigh	164148	.00	250.00	250.00
6019	Davidson, Jeremy D	164149	.00	2,760.02	2,760.02
4392	Davis, Timothy	164150	.00	3,882.75	3,882.75
5893	McQuain, Michael	164151	.00	2,267.55	2,267.55
4586	Nadler, Nicholas	164152	.00	2,525.61	2,525.61
5686	Simko, George Bradley	164153	.00	2,587.12	2,587.12
5319	Spates, Rebecca Marie	164154	.00	2,546.12	2,546.12
4283	Doherty, Linda	164155	.00	2,571.79	2,571.79
5817	Moroles ONeil, Kathryn	164156	.00	3,822.59	3,822.59
4838	Thran Zepeda, Coleen	164157	.00	2,412.56	2,412.56
3014	Broersma, Eric	164158	.00	2,432.73	2,432.73
5912	Cowin, John	164159	.00	2,523.47	2,523.47
5471	Hutchings, Jeremy Jon	164160	.00	4,018.58	4,018.58
3702	Morelli, Natalia	164161	.00	9,454.74	9,454.74
6036	Pettersen, Paul Quist	164162	.00	2,335.29	2,335.29
1817	Resnik, Barbra	164163	.00	3,372.35	3,372.35
4393	Stevens, Leanna Claire	164164	.00	2,559.14	2,559.14
5711	Etchegoyhen, Mary	164165	.00	1,966.68	1,966.68
5654	Harwood, Bonnie Deann	164166	.00	2,142.43	2,142.43
6382	Kirk, Joshua Richard	164167	.00	2,106.97	2,106.97
5891	Jacobson-Gentry, Julie	164168	.00	610.60	610.60
5891	Jacobson-Gentry, Julie	164169	.00	1,831.82	1,831.82
5615	Moroles-ONeil, Rachel	164170	.00	2,507.67	2,507.67
5808	Strehlow, Ernie Kenneth	164171	.00	4,137.35	4,137.35
5353	Hubbard, Nicole Renee	164172	.00	2,752.18	2,752.18
3476	Leeper, Veronica Irmgard	164173	.00	2,632.66	2,632.66
5978	Peterson-Burrier, Lisa Ann	164174	.00	2,023.18	2,023.18
4627	Ritger, Philip	164175	.00	5,200.09	5,200.09
5347	Robillard, Richard	164176	.00	4,646.19	4,646.19
5347	Robillard, Richard	164177	.00	200.00	200.00
5933	Sponcey, Sheryl	164178	.00	1,748.18	1,748.18
5933	Sponcey, Sheryl	164179	.00	250.00	250.00
6078	Williams, Dawn Darice	164180	.00	2,145.64	2,145.64
6034	Blanchette, Riley Adam	164181	.00	2,015.12	2,015.12

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Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5085 DuBlanc, Brian	164182	.00	2,565.53	2,565.53
5387 Eichhorst, Wyatt	164183	.00	2,203.19	2,203.19
5107 Hunter, Danny D-Jay	164184	.00	2,346.41	2,346.41
6281 Kuhs, Stephen Douglas	164185	.00	2,138.02	2,138.02
5953 MacDonnell, Jeffrey T	164186	.00	3,892.01	3,892.01
5131 McCulloch, Carl	164187	.00	2,947.90	2,947.90
6096 Shaw, Justin Leroy	164188	.00	2,396.54	2,396.54
6163 Stroschein, John Conrad	164189	.00	1,813.52	1,813.52
5103 Wolff, Richard Peter	164190	.00	3,082.47	3,082.47
5487 Bengoechea, Levi	164191	.00	2,167.63	2,167.63
3614 Manzano, Victor Gerard	164192	.00	2,766.37	2,766.37
5158 McGoldrick, James	164193	.00	2,313.30	2,313.30
6316 Morton, Cody Ray	164194	.00	1,460.32	1,460.32
6340 Ookinda, Onyango Walter	164195	.00	2,019.63	2,019.63
5805 Thomas, Hunter Phillip	164196	.00	1,821.00	1,821.00
6159 Victor, Shane Scott	164197	.00	2,141.37	2,141.37
3504 Weferling, Duane Robert	164198	.00	3,097.46	3,097.46
5732 Donat, Nicholas	164199	.00	3,906.33	3,906.33
5722 Gonsalves, Anthony David	164200	.00	2,806.89	2,806.89
5996 Johnson, Adrian Keith	164201	.00	3,403.06	3,403.06
4065 Kinser, Auston G	164202	.00	3,375.49	3,375.49
5734 Kinser, Justin Glen	164203	.00	2,231.86	2,231.86
5964 Kolda, Ryan A	164204	.00	4,957.58	4,957.58
5964 Kolda, Ryan A	164205	.00	830.00	830.00
5450 Laird, Pablo Arthur	164206	.00	2,404.77	2,404.77
5611 Michalak, Jeffery	164207	.00	2,958.75	2,958.75
5906 Schmidt, Brian	164208	.00	2,026.83	2,026.83
5733 Smallen, Aaron M	164209	.00	2,306.05	2,306.05
4127 Taflin, Thomas A	164210	.00	3,065.06	3,065.06
5657 White, Thomas Paul	164211	.00	3,669.89	3,669.89
4509 Charles, Nicholas	164212	.00	3,239.17	3,239.17
5728 Larrance, Christine Anna-Marie	164213	.00	2,196.52	2,196.52
5659 Smith, Nathaniel David	164214	.00	3,289.35	3,289.35
5035 Aalgaard, Erik	164215	.00	2,153.01	2,153.01
6160 Daniels, Lindsey Marie	164216	.00	1,619.41	1,619.41
6160 Daniels, Lindsey Marie	164217	.00	539.81	539.81
5993 Fogerson, Anjanette Bywater	164218	.00	2,887.98	2,887.98
5836 Johnson, Sarah Beth	164219	.00	2,628.80	2,628.80
4765 Martinez, Jodi	164220	.00	3,449.57	3,449.57
6257 Olivas, Charme Crystal	164221	.00	1,647.18	1,647.18
6103 Selcer-Kannan, Cheryseis Edra	164222	.00	2,757.97	2,757.97
5911 Stage, Karen Marie	164223	.00	1,625.87	1,625.87
5940 Torres, Lisa Marie	164224	.00	2,507.62	2,507.62
5001 Aschenbach, Noemi	164225	.00	2,958.69	2,958.69
5166 Baumann, Tamara	164226	.00	6,385.47	6,385.47
5166 Baumann, Tamara	164227	.00	1,000.00	1,000.00
5368 Herrera-Alem, Karina	164228	.00	1,524.50	1,524.50
6229 Marin, Destiny Joy	164229	.00	1,586.26	1,586.26
5010 Rasner, Rachael	164230	.00	3,783.77	3,783.77
5818 Davis, Carolyn	164231	.00	2,640.22	2,640.22
6302 Haley, Shan Katherine	164232	.00	1,198.35	1,198.35
6302 Haley, Shan Katherine	164233	.00	133.15	133.15
6288 Hennefer, Teresa Dawn	164234	.00	1,273.02	1,273.02
6235 Resney, Elizabeth Rae	164235	.00	267.46	267.46
6300 Corgiat, Elizabeth Rebecca	164236	.00	1,930.01	1,930.01
6230 Corrales, Kathleen Ann	164237	.00	1,290.19	1,290.19
4875 Macdonnell, Heather	164238	.00	2,464.87	2,464.87
4875 Macdonnell, Heather	164239	.00	1,000.00	1,000.00
6100 Adamson, Blayney Elizabeth	164240	.00	2,712.70	2,712.70

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Employee		Check Number	Check Amount	Direct Deposit	Net Pay
5612	Aggarwal, Ankur	164241	.00	2,565.78	2,565.78
6397	Baker, Allen Ellis	164242	.00	2,049.21	2,049.21
5852	Baylis, Mark	164243	.00	2,996.61	2,996.61
5736	Benke, Brianna	164244	.00	3,053.76	3,053.76
6393	Clarke, Michelle Vivian	164245	.00	2,416.68	2,416.68
5992	Deen, Alexandra Elizabeth	164246	.00	2,996.71	2,996.71
5939	Hagenbach, Cassidy	164247	.00	2,038.68	2,038.68
5999	Hanson, Megan Lee	164248	.00	2,399.56	2,399.56
6016	Holmes, Amy Renee	164249	.00	2,612.43	2,612.43
6287	Kizer, Ayden Gene	164250	.00	2,307.05	2,307.05
4862	Mariskanish, Kaitlyn Cassandra Rose	164251	.00	2,991.54	2,991.54
3522	Mccandless, Nonie	164252	.00	3,610.22	3,610.22
6256	McRiley, Jordan Dez-Ree	164253	.00	2,350.99	2,350.99
6256	McRiley, Jordan Dez-Ree	164254	.00	100.00	100.00
6080	Salas, Julia Marie	164255	.00	2,430.03	2,430.03
6394	Saunders, Kasandra Emoline	164256	.00	2,245.67	2,245.67
4749	Seeley, Edward Norman	164257	.00	3,261.80	3,261.80
3230	Woods, Cirra Alaire	164258	.00	3,401.74	3,401.74
5727	Anderson, Melinda	164259	.00	1,823.09	1,823.09
5048	Calabrese, Jennifer	164260	.00	2,192.49	2,192.49
5048	Calabrese, Jennifer	164261	.00	375.00	375.00
5631	Cline, Laura Anne	164262	.00	2,367.36	2,367.36
4825	Diedrichsen, John	164263	.00	1,382.46	1,382.46
3341	Gurule, Patricia A	164264	.00	2,359.70	2,359.70
6243	Larimer, Makenzi Ann	164265	.00	1,094.33	1,094.33
4205	McGillivray, Danielle Dawn	164266	.00	1,094.32	1,094.32
4931	Perez, Irma	164267	.00	2,062.64	2,062.64
1676	Reid, Amanda	164268	.00	3,159.99	3,159.99
4558	Smith, Cory A	164269	.00	3,366.87	3,366.87
5108	Spotts, Susan Ruth	164270	.00	1,954.33	1,954.33
6037	Stulik, Steven Charles	164271	.00	1,172.26	1,172.26
5381	Walker, Michael John	164272	.00	2,181.14	2,181.14
6088	Losey, Hayden Brooke	164273	.00	1,479.84	1,479.84
6292	Strand, Michelle Ann	164274	.00	1,132.15	1,132.15
5287	Wilkinson, Victoria Laverne	164275	.00	1,691.35	1,691.35
6280	Becker, Michael Lee	164276	.00	1,323.17	1,323.17
3549	Begovich, Jacqueline	164277	.00	3,041.31	3,041.31
6399	Franklin, Julie Ann	164278	.00	1,224.17	1,224.17
5742	Greenrod, Georgia Ann	164279	.00	1,645.68	1,645.68
4856	Grimes, Tanya Jean	164280	.00	1,983.90	1,983.90
4424	Kozerski, Russell Roman	164281	.00	1,601.49	1,601.49
5115	Nkala, Bethwell	164282	.00	2,026.16	2,026.16
6333	Osier, Robert Michael	164283	.00	1,645.56	1,645.56
4681	Peterson, Richard	164284	.00	2,289.93	2,289.93
4933	Thomas, Diana R	164285	.00	1,238.23	1,238.23
4933	Thomas, Diana R	164286	.00	1,000.00	1,000.00
5896	Al Hebshi, Yasmeen Lea Traxler	164287	.00	2,911.78	2,911.78
5333	Booker, Mikel A	164288	.00	1,418.37	1,418.37
5813	DeGhelder, Timothy	164289	.00	4,895.97	4,895.97
6330	Ferretti, Kennwynne Amy	164290	.00	460.60	460.60
5663	Gonzalez, Irene Danielle	164291	.00	2,086.87	2,086.87
5060	Hallam, Veronica Lyn	164292	.00	2,967.03	2,967.03
5712	Holle, Jessica Marie	164293	.00	747.09	747.09
5972	Magnante, Willow Nicole	164294	.00	1,731.73	1,731.73
5634	McAfee, Corona Shea	164295	.00	1,769.20	1,769.20
6321	Nilssen, Svea Kathryn	164296	.00	369.72	369.72
5714	Sanders, Benjamin Thomas	164297	.00	2,324.94	2,324.94
5273	Soleta, Rachel Velda	164298	.00	2,124.06	2,124.06
5132	Weber, Kathleen Alexandra	164299	.00	2,062.48	2,062.48

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26

Pay Batch 07/24/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5448 Williams, Kaleigh Maureen	164300	.00	1,620.21	1,620.21
5464 Wittwer, Laura Suzanne	164301	.00	3,418.87	3,418.87
6026 York, Charlie Aspen	164302	.00	553.73	553.73
5140 Canales, Jonathan	164303	.00	3,455.62	3,455.62
5667 Harding, Scott R	164304	.00	2,297.13	2,297.13
4063 Harrison, Jerry	164305	.00	2,766.09	2,766.09
5067 Heldman, John Robert	164306	.00	3,262.02	3,262.02
5067 Heldman, John Robert	164307	.00	100.00	100.00
5053 Kannan, Christopher William	164308	.00	2,334.19	2,334.19
6000 Pegram, Harvey Gilbert	164309	.00	2,437.08	2,437.08
5627 Polkow, Brian	164310	.00	2,188.57	2,188.57
5973 Poppenga, Dean Edward II	164311	.00	1,998.20	1,998.20
6267 Power, Isaac Edward	164312	.00	1,795.66	1,795.66
4453 Regalado, Jorge	164313	.00	2,485.99	2,485.99
4502 Vazquez, Miguel	164314	.00	2,603.23	2,603.23
6157 Villalobos, Ryan Matthew	164315	.00	1,693.63	1,693.63
5066 Everett, Dennis Edward	164316	.00	1,159.20	1,159.20
6145 Leeds, Diana Marie	164317	.00	1,656.69	1,656.69
6091 Mantel, Larry David	164318	.00	1,536.33	1,536.33
5665 Adie, Brook	164319	.00	5,106.53	5,106.53
5092 Bonar, Geoffrey	164320	.00	3,426.67	3,426.67
4722 Doerr, Scott	164321	.00	2,768.74	2,768.74
4651 Drees-Wasmer, Georgianna	164322	.00	2,939.31	2,939.31
5114 Hubbard, Dennis D.	164323	.00	2,733.40	2,733.40
4935 Logan, Cody Matthew	164324	.00	2,703.43	2,703.43
4636 Pekar, Elliot	164325	.00	2,100.67	2,100.67
4103 Stanton, Ryan Lee	164326	.00	3,696.14	3,696.14
6220 Chaney, Zachary Curtis	164327	.00	1,251.16	1,251.16
6221 Chaney, Adrienne Gail	164328	.00	981.94	981.94
6042 Dempsey, Ender Jack	164329	.00	1,278.91	1,278.91
4468 Garrison, Karen L	164330	.00	1,322.03	1,322.03
4468 Garrison, Karen L	164331	.00	100.00	100.00
5899 Goin Thomas, Trumona	164332	.00	420.24	420.24
5816 Johnson, Hannah Mabel	164333	.00	844.38	844.38
5936 Kelly, Terri Michelle	164334	.00	878.20	878.20
6303 Maulis, My Diep	164335	.00	999.08	999.08
6035 Moreno, Adriana Renae	164336	.00	1,411.05	1,411.05
6312 Pumphrey, Robert Gage	164337	.00	1,001.47	1,001.47
5824 Strand, Megan Leigh	164338	.00	1,300.24	1,300.24
3244 Ward, Anne Marie	164339	.00	2,085.10	2,085.10
4964 Beberg, Cynthia	164340	.00	1,077.11	1,077.11
5596 Castellanos-Rose, Emma	164341	.00	1,996.83	1,996.83
5613 Cook, Susan	164342	.00	1,706.91	1,706.91
4644 Delallo, Joseph	164343	.00	1,628.93	1,628.93
6313 Eagan, Devin Shannon Claire	164344	.00	1,513.91	1,513.91
6313 Eagan, Devin Shannon Claire	164345	.00	168.21	168.21
6349 Edmundson, Kelly Katrina	164346	.00	726.62	726.62
5416 Lee, Elisa Diane	164347	.00	1,913.46	1,913.46
6093 Loyola Gonzalez, Bianca Itzel	164348	.00	1,699.81	1,699.81
6304 Loyola-Gonzalez, Mario	164349	.00	1,130.54	1,130.54
6153 Midkiff, Elizabeth Danielle	164350	.00	1,699.80	1,699.80
6104 Olson, Raye	164351	.00	1,569.57	1,569.57
5672 Romero-Gudino, Kevin	164352	.00	1,558.76	1,558.76
6210 Wright, Jeffrey Alan	164353	.00	1,217.73	1,217.73
5469 Bring, Glen	164354	.00	2,490.76	2,490.76
5713 Lonnegren, Nicholas Edward	164355	.00	2,633.64	2,633.64
5915 Lowry, Karen	164356	.00	1,291.84	1,291.84
6158 Lumadue, Emmah L	164357	.00	1,145.94	1,145.94
5850 McGee, Lisa	164358	.00	1,896.35	1,896.35

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
Pay Batch 07/24/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
5606 Perez, Christina	164359	.00	1,764.32	1,764.32
5312 Thomas, Anna Pauline	164360	.00	999.16	999.16
3309 Yaworski, Jessica Leah	164361	.00	1,614.38	1,614.38
5104 Cline, Cole	164362	.00	2,388.19	2,388.19
5099 Godecke, Rachel Renee	164363	.00	1,791.87	1,791.87
5099 Godecke, Rachel Renee	164364	.00	267.75	267.75
5918 Harrison, Russell	164365	.00	1,088.16	1,088.16
5260 Murray, Timothy	164366	.00	1,407.86	1,407.86
6331 Ochoa, Chase Elliot	164367	.00	1,395.90	1,395.90
5588 ODonnell, Sandra	164368	.00	1,408.94	1,408.94
5709 Paterson-Lewis, Heather	164369	.00	1,239.30	1,239.30
5976 Schuler, Melissa Lynn	164370	.00	1,750.35	1,750.35
5688 Woods, Lisa Mary	164371	.00	1,473.39	1,473.39
5847 Hay, Katie Lynn	164372	.00	1,932.11	1,932.11
5362 Lyons, Bradley Allen	164373	.00	1,475.28	1,475.28
5985 Parra, Rafael Jesse	164374	.00	2,022.01	2,022.01
5356 Samansky, Jason Travis	164375	.00	2,513.90	2,513.90
4863 Walker, Courtney Lynn	164376	.00	3,543.34	3,543.34
5626 Werley, Cody Steven	164377	.00	2,080.49	2,080.49
4326 Begovich, Jeff	164378	.00	3,635.80	3,635.80
5292 Fisher, Christopher	164379	.00	2,104.72	2,104.72
5830 Godecke, Andrew Robert	164380	.00	1,874.68	1,874.68
5059 Norkunas, Daniel	164381	.00	1,858.53	1,858.53
5332 Pendery, Austin Richard	164382	.00	2,023.67	2,023.67
5054 Smith, Rebecca Holly	164383	.00	2,835.11	2,835.11
6339 Austin, Jonas David	164384	.00	2,277.57	2,277.57
4754 Brown, Alex	164385	.00	2,927.58	2,927.58
5017 Brown, Michelle	164386	.00	2,579.24	2,579.24
5016 Cady, Jeffrey	164387	.00	3,745.57	3,745.57
5320 Camara, Robert	164388	.00	961.48	961.48
4949 Cruz-Alvarez, Saul	164389	.00	2,302.49	2,302.49
5616 Daniels, Anthony James	164390	.00	2,104.57	2,104.57
4864 Frisby, John D	164391	.00	5,578.67	5,578.67
6044 Glassburn, Christopher Mickeal	164392	.00	4,256.60	4,256.60
4364 Hamer, Rachel Lea	164393	.00	2,829.40	2,829.40
4445 Kistler, Daniel John	164394	.00	2,829.76	2,829.76
4191 Martin, Jody	164395	.00	2,326.90	2,326.90
6165 Mazza, Patrick Joseph	164396	.00	932.55	932.55
6040 McAdoo, Kevin Thomas	164397	.00	2,369.15	2,369.15
4800 Parke, Jason	164398	.00	3,951.43	3,951.43
6041 Roberts, Drew Edwin	164399	.00	2,152.56	2,152.56
4577 Schurke, Marcie Linn	164400	.00	3,128.13	3,128.13
6049 Whalen, Danielle Maria	164401	.00	1,587.48	1,587.48
3275 Garren, Edward Matthew	164402	.00	1,377.53	1,377.53
6343 Honnoll, Craig Edmond	164403	.00	1,637.48	1,637.48
6095 Kamin, Micah A.	164404	.00	1,513.20	1,513.20
4637 Lacost, Geoffrey Alan	164405	.00	1,103.72	1,103.72
4637 Lacost, Geoffrey Alan	164406	.00	3,000.00	3,000.00
5188 Lancaster, Thomas Douglas II	164407	.00	1,552.97	1,552.97
3164 Louthan, Carol Ann	164408	.00	3,639.99	3,639.99
5620 Matus, Eric	164409	.00	2,944.21	2,944.21
5806 McRae, Kurt	164410	.00	2,142.43	2,142.43
5839 Mlnarik, Wayne	164411	.00	2,116.24	2,116.24
4021 Nicholson, Marie	164412	.00	2,291.90	2,291.90
4508 Nilssen, Erik	164413	.00	4,948.57	4,948.57
6097 Wilders, Shawn R	164414	.00	1,296.72	1,296.72
6273 Bray, David P	164415	.00	2,190.01	2,190.01
6214 Dick, Colby	164416	.00	1,787.77	1,787.77
5970 Eissel, Aron Alec	164417	.00	1,911.32	1,911.32

Payment Batch Register

Pay Date Range 07/04/26 - 07/17/26
Pay Batch 07/24/26

Employee	Check Number	Check Amount	Direct Deposit	Net Pay
6276 Ryan, Justin Cory	164418	.00	1,631.05	1,631.05
6025 Zepeda, Luis Gonsalez	164419	.00	1,774.57	1,774.57
6144 Bowlin, Katie Ann	164420	.00	1,496.92	1,496.92
6144 Bowlin, Katie Ann	164421	.00	250.00	250.00
5276 Brunz, Emily	164422	.00	2,840.96	2,840.96
4357 Roberts, Monique	164423	.00	872.48	872.48
6277 Van De Boom, Richard Edward	768346	124.17	.00	124.17
6260 Georges, Thomas Patrick	768347	3,122.19	.00	3,122.19
4808 Kyeremeh, Ignatius Kofi	768348	7,518.70	.00	7,518.70
6262 Baker, John Joseph	768349	728.93	.00	728.93
5977 Smith, Debbie Anne	768350	643.48	.00	643.48
4043 Tucker, Yolanda Cecelia	768351	740.63	.00	740.63
5827 Bell, Shelby	768352	1,028.02	.00	1,028.02
5352 Albert, Steven	768353	1,494.29	.00	1,494.29
4337 Summers, Kay Annette	900000496	.00	.00	.00
	Grand Totals	$15,400.41	$1,736,642.48	$1,752,042.89
	Total Checks 9			
	Total Direct Deposits 655			

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE PAYABLES CHECK LISTING TOTALING $1,962,481.11 FOR CHECKS #768517-768648 AND EFTS #164510-164570, ALL DATED 7-31-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210.

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:40:51 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:04:43 -07'00'
ASSISTANT TREASURER

Douglas County
07/31/2026 Payables
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/31/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America					
Check	07/31/2026	768517 Accounts Payable	ABE Printing & Copy		329.00
Check	07/31/2026	768518 Accounts Payable	Ace Hardware		112.72
Check	07/31/2026	768519 Accounts Payable	Ace Hardware		8.59
Check	07/31/2026	768520 Accounts Payable	Airport Road Storage		112.00
Check	07/31/2026	768521 Accounts Payable	Alpen Sierra Inc		48.75
Check	07/31/2026	768522 Accounts Payable	ARC Health & Wellness		375.00
Check	07/31/2026	768523 Accounts Payable	Artman , Amy		250.00
Check	07/31/2026	768524 Accounts Payable	Assessors Association of Nevada (ACH)		350.00
Check	07/31/2026	768525 Accounts Payable	AT&T Global Services		158.04
Check	07/31/2026	768526 Accounts Payable	AT&T Mobility National Accounts LLC		202.28
Check	07/31/2026	768527 Accounts Payable	AT&T Mobility National Accounts LLC		623.67
Check	07/31/2026	768528 Accounts Payable	AT&T Mobility National Accounts LLC		861.71
Check	07/31/2026	768529 Accounts Payable	Axon Enterprise Inc		3,632.54
Check	07/31/2026	768530 Accounts Payable	B&L Backflow Testing Specialist LLC		2,098.72
Check	07/31/2026	768531 Accounts Payable	BookPage		792.00
Check	07/31/2026	768532 Accounts Payable	Brady Industries LLC		727.17
Check	07/31/2026	768533 Accounts Payable	Capital Ford Inc		202,613.00
Check	07/31/2026	768534 Accounts Payable	Carmon Hensley , Joseph		600.00
Check	07/31/2026	768535 Accounts Payable	Carson Professional Group		500.00
Check	07/31/2026	768536 Accounts Payable	Carson Valley Chamber of Commerce		75.00
Check	07/31/2026	768537 Accounts Payable	Carson Valley Health		500.00
Check	07/31/2026	768538 Accounts Payable	Carson Valley Health		150.00
Check	07/31/2026	768539 Accounts Payable	Carson Valley Inn		268.94
Check	07/31/2026	768540 Accounts Payable	Carson Valley Lions Club		100.00
Check	07/31/2026	768541 Accounts Payable	Carson Valley Signs		729.43
Check	07/31/2026	768542 Accounts Payable	Carson Valley Visitors Authority		63,951.33
Check	07/31/2026	768543 Accounts Payable	Castle , Denise L		30.63
Check	07/31/2026	768544 Accounts Payable	Champion Chevrolet		2,090.94
Check	07/31/2026	768545 Accounts Payable	Compassionate Solutions Inc		27.30
Check	07/31/2026	768546 Accounts Payable	Corwin Ford Reno		53,237.25
Check	07/31/2026	768547 Accounts Payable	Crowell , Gayle		50,406.30
Check	07/31/2026	768548 Accounts Payable	Crowell , Meghan		50,406.30
Check	07/31/2026	768549 Accounts Payable	Davidson , Jenifer		491.44
Check	07/31/2026	768550 Accounts Payable	Dell Marketing LP		18,547.48

Douglas County

07/31/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/31/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/31/2026	768551 Accounts Payable	DIRECTV LLC		242.29
Check	07/31/2026	768552 Accounts Payable	Dish Network		159.12
Check	07/31/2026	768553 Accounts Payable	Douglas County Treasurer		12,097.87
Check	07/31/2026	768554 Accounts Payable	Douglas County Treasurer		1,589.83
Check	07/31/2026	768555 Accounts Payable	Douglas County Utilities		9,337.62
Check	07/31/2026	768556 Accounts Payable	Douglas Radiator		708.50
Check	07/31/2026	768557 Accounts Payable	Downs , Mike		500.00
Check	07/31/2026	768558 Accounts Payable	Easton , Kara		60.00
Check	07/31/2026	768559 Accounts Payable	Eriksen , Sharon		821.12
Check	07/31/2026	768560 Accounts Payable	Estate of Barbara Ann Thorson		45,365.67
Check	07/31/2026	768561 Accounts Payable	Farnham , Jason		1,000.00
Check	07/31/2026	768562 Accounts Payable	Frontier		46.14
Check	07/31/2026	768563 Accounts Payable	Frontier		46.14
Check	07/31/2026	768564 Accounts Payable	Frontier		687.34
Check	07/31/2026	768565 Accounts Payable	Frontier		687.34
Check	07/31/2026	768566 Accounts Payable	Frontier Communications Corp		2,168.26
Check	07/31/2026	768567 Accounts Payable	Gleser , Brian		1,100.00
Check	07/31/2026	768568 Accounts Payable	Gonzales , Sallie		55.46
Check	07/31/2026	768569 Accounts Payable	Granite Construction Supply		1,372.06
Check	07/31/2026	768570 Accounts Payable	HDR Engineering Inc		118.66
Check	07/31/2026	768571 Accounts Payable	Hobbs Company Limited LLC		3,387.24
Check	07/31/2026	768572 Accounts Payable	Home Depot		243.38
Check	07/31/2026	768573 Accounts Payable	Interstate Batteries of the Sierras		1,930.18
Check	07/31/2026	768574 Accounts Payable	Journal Technologies Inc		956.00
Check	07/31/2026	768575 Accounts Payable	Keefe Supply Company		1,139.60
Check	07/31/2026	768576 Accounts Payable	Keller Associates Inc		6,695.00
Check	07/31/2026	768577 Accounts Payable	Kingsbury GID		4,953.23
Check	07/31/2026	768578 Accounts Payable	Lake Tahoe South Shore Chamber of Commerce		6,250.00
Check	07/31/2026	768579 Accounts Payable	Lake Tahoe Visitors Authority		34,906.35
Check	07/31/2026	768580 Accounts Payable	Lithia Chrysler Jeep of Reno		983.27
Check	07/31/2026	768581 Accounts Payable	Main Street Gardnerville		10,000.00
Check	07/31/2026	768582 Accounts Payable	McKibben , Howard		201,625.20
Check	07/31/2026	768583 Accounts Payable	Meeks Building Solutions		856.35
Check	07/31/2026	768584 Accounts Payable	MGX Equipment Services LLC		1,054.16

Douglas County

07/31/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/31/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/31/2026	768585	Accounts Payable	Michael Hohl Motor Co Inc		61,943.89
Check	07/31/2026	768586	Accounts Payable	Minden Lawyers LLC		2,693.06
Check	07/31/2026	768587	Accounts Payable	Minden-Gardnerville Sanitation District		1,784.11
Check	07/31/2026	768588	Accounts Payable	Motorola Solutions Inc		17,038.00
Check	07/31/2026	768589	Accounts Payable	Myers , Kasey S		118.87
Check	07/31/2026	768590	Accounts Payable	Nevada Department of Agriculture		437.03
Check	07/31/2026	768591	Accounts Payable	Nevada Funeral Services Inc		550.00
Check	07/31/2026	768592	Accounts Payable	Nevada Seal & Pump		1,137.50
Check	07/31/2026	768593	Accounts Payable	NV Energy		513.21
Check	07/31/2026	768594	Accounts Payable	NV Energy		1,667.80
Check	07/31/2026	768595	Accounts Payable	NV Energy		6,866.70
Check	07/31/2026	768596	Accounts Payable	NV Energy		4,761.94
Check	07/31/2026	768597	Accounts Payable	NV Energy		23,764.36
Check	07/31/2026	768598	Accounts Payable	NV Energy		765.68
Check	07/31/2026	768599	Accounts Payable	NV Energy		1,642.71
Check	07/31/2026	768600	Accounts Payable	NV Energy		1,415.95
Check	07/31/2026	768601	Accounts Payable	NV Energy		5,140.19
Check	07/31/2026	768602	Accounts Payable	NV Energy		90.82
Check	07/31/2026	768603	Accounts Payable	NV Energy		175.49
Check	07/31/2026	768604	Accounts Payable	O'Reilly Auto Parts		1,113.43
Check	07/31/2026	768605	Accounts Payable	ODP Business Solutions LLC		649.78
Check	07/31/2026	768606	Accounts Payable	OverDrive Inc		878.15
Check	07/31/2026	768607	Accounts Payable	Parts House		2,018.51
Check	07/31/2026	768608	Accounts Payable	Parts House		127.58
Check	07/31/2026	768609	Accounts Payable	Parts House		47.45
Check	07/31/2026	768610	Accounts Payable	PermaCard		300.00
Check	07/31/2026	768611	Accounts Payable	Piasecki , Melissa MD PC		3,525.00
Check	07/31/2026	768612	Accounts Payable	Priority Dispatch Corp.		2,640.00
Check	07/31/2026	768613	Accounts Payable	Qual-Econ USA (ACH)		7,485.00
Check	07/31/2026	768614	Accounts Payable	Ricoh USA Inc (ACH)		265.83
Check	07/31/2026	768615	Accounts Payable	RoadSafe Traffic Systems Inc		1,670.57
Check	07/31/2026	768616	Accounts Payable	Robert Half		2,623.60
Check	07/31/2026	768617	Accounts Payable	RoseRush Services LLC		1,895.00
Check	07/31/2026	768618	Accounts Payable	Sani-Hut Company Inc		370.00
Check	07/31/2026	768619	Accounts Payable	SHI International Corp		22,535.10

Douglas County

07/31/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/31/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/31/2026	768620	Accounts Payable	Silver State Towing		450.00
Check	07/31/2026	768621	Accounts Payable	Southwest Gas		4,660.51
Check	07/31/2026	768622	Accounts Payable	Stericycle Inc		43.09
Check	07/31/2026	768623	Accounts Payable	Stericycle Inc		441.39
Check	07/31/2026	768624	Accounts Payable	Summit Psychological Services of Nevada LLC		1,500.00
Check	07/31/2026	768625	Accounts Payable	Superior Court of California		337.14
Check	07/31/2026	768626	Accounts Payable	Sysco Food Services of Sacramento		2,753.04
Check	07/31/2026	768627	Accounts Payable	Sysco Food Services of Sacramento		4,716.23
Check	07/31/2026	768628	Accounts Payable	Sysco Food Services of Sacramento		485.58
Check	07/31/2026	768629	Accounts Payable	Sysco Food Services of Sacramento		2,416.94
Check	07/31/2026	768630	Accounts Payable	Tab Products Co LLC		1,001.90
Check	07/31/2026	768631	Accounts Payable	TactiTronics LLC		1,456.00
Check	07/31/2026	768632	Accounts Payable	Tahoe Basin Container Service Inc		1,472.00
Check	07/31/2026	768633	Accounts Payable	Tahoe Douglas Visitors Authority		677,434.30
Check	07/31/2026	768634	Accounts Payable	Tahoe Resource Conservation District		13,688.48
Check	07/31/2026	768635	Accounts Payable	Tahoe Transportation District		12,500.00
Check	07/31/2026	768636	Accounts Payable	The Moore Law Group APC		194.43
Check	07/31/2026	768637	Accounts Payable	Tognolini , Linda		85.00
Check	07/31/2026	768638	Accounts Payable	Topaz Ranch Estate Water Company		134.18
Check	07/31/2026	768639	Accounts Payable	Turf Star Inc		1,400.12
Check	07/31/2026	768640	Accounts Payable	Uline Inc		807.56
Check	07/31/2026	768641	Accounts Payable	Underground Service Alert of No. CA and NV		5,524.01
Check	07/31/2026	768642	Accounts Payable	US Foods Inc		1,315.43
Check	07/31/2026	768643	Accounts Payable	US Foods Inc		1,514.77
Check	07/31/2026	768644	Accounts Payable	US Postal Service - Minden		388.00
Check	07/31/2026	768645	Accounts Payable	Verizon Wireless		9,642.02
Check	07/31/2026	768646	Accounts Payable	Vintage at Citi Vista LP		1,057.00
Check	07/31/2026	768647	Accounts Payable	Washoe County Regional Medical Examiner's Office		5,582.60
Check	07/31/2026	768648	Accounts Payable	Wiggins , Chris		100.00
EFT	07/31/2026	164510	Accounts Payable	Allied Sanitation Services LLC (ACH)		125.00
EFT	07/31/2026	164511	Accounts Payable	Amazon Capital Services Inc (ACH)		7,714.63
EFT	07/31/2026	164512	Accounts Payable	Animal Medical Services (ACH)		108.00
EFT	07/31/2026	164513	Accounts Payable	Baker Tilly Advisory Group LP (ACH)		17,135.00

Douglas County

07/31/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/31/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/31/2026	164514	Accounts Payable	Battle Born Medical Douglas LLC (ACH)		1,500.00
EFT	07/31/2026	164515	Accounts Payable	Bisbee (ACH) , Patricia L		412.50
EFT	07/31/2026	164516	Accounts Payable	Blackstone Publishing (ACH)		65.64
EFT	07/31/2026	164517	Accounts Payable	Brian D Leany PhD LLC (ACH)		11,475.00
EFT	07/31/2026	164518	Accounts Payable	Canon Financial Services Inc (ACH)		378.68
EFT	07/31/2026	164519	Accounts Payable	Capitol Reporters (ACH)		4,308.00
EFT	07/31/2026	164520	Accounts Payable	Cintas Corporation (ACH)		2,317.75
EFT	07/31/2026	164521	Accounts Payable	Cintas Corporation (ACH)		431.52
EFT	07/31/2026	164522	Accounts Payable	Cintas Corporation (ACH)		16.06
EFT	07/31/2026	164523	Accounts Payable	Clark Pest Control (ACH)		177.00
EFT	07/31/2026	164524	Accounts Payable	Clear Creek Bowmen (ACH)		100.00
EFT	07/31/2026	164525	Accounts Payable	Equipmentshare.com Inc (ACH)		1,022.54
EFT	07/31/2026	164526	Accounts Payable	Factory Motor Parts Co (ACH)		4,641.71
EFT	07/31/2026	164527	Accounts Payable	Fife (ACH) , Nancy J		300.00
EFT	07/31/2026	164528	Accounts Payable	Finest LLC (ACH)		700.62
EFT	07/31/2026	164529	Accounts Payable	Flag Store Sign and Banner (ACH)		730.80
EFT	07/31/2026	164530	Accounts Payable	Flyers Energy LLC (ACH)		2,521.10
EFT	07/31/2026	164531	Accounts Payable	FusionRMS LLC (ACH)		395.00
EFT	07/31/2026	164532	Accounts Payable	HDL Software LLC (ACH)		9,472.34
EFT	07/31/2026	164533	Accounts Payable	Honeywell International Inc (ACH)		11,726.45
EFT	07/31/2026	164534	Accounts Payable	Ingram Library Services LLC (ACH)		2,117.14
EFT	07/31/2026	164535	Accounts Payable	Inland Supply Co (ACH)		177.21
EFT	07/31/2026	164536	Accounts Payable	Interstate Sales (ACH)		2,156.00
EFT	07/31/2026	164537	Accounts Payable	iParametrics, LLC (ACH)		1,498.50
EFT	07/31/2026	164538	Accounts Payable	John S Pacult LCSW Inc (ACH)		2,000.00
EFT	07/31/2026	164539	Accounts Payable	Knecht (ACH) , Raquel		196.70
EFT	07/31/2026	164540	Accounts Payable	Lumos & Associates Inc (ACH)		11,364.00
EFT	07/31/2026	164541	Accounts Payable	McCandless Truck Center LLC (ACH)		952.48
EFT	07/31/2026	164542	Accounts Payable	Mercury Marine (ACH)		777.54
EFT	07/31/2026	164543	Accounts Payable	Multi Service Technology Solutions Inc (ACH)		82.96
EFT	07/31/2026	164544	Accounts Payable	Naturescape Inc (ACH)		2,083.00
EFT	07/31/2026	164545	Accounts Payable	Nevada Tahoe Conservation District (ACH)		28,787.15
EFT	07/31/2026	164546	Accounts Payable	Oskar Septic Service LLC (ACH)		950.00
EFT	07/31/2026	164547	Accounts Payable	Parametrix Inc (ACH)		3,316.63

Douglas County

07/31/2026 Payables

Bank Account: 1-BOFA - Bank of America

Batch Date: 07/31/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07/31/2026	164548	Accounts Payable	Premier Biotech LLC (ACH)		235.39
EFT	07/31/2026	164549	Accounts Payable	R & S Optimum Offset (ACH)		259.00
EFT	07/31/2026	164550	Accounts Payable	Redwood Printing Inc (ACH)		53.30
EFT	07/31/2026	164551	Accounts Payable	Reno Carson Messenger Service Inc (ACH)		237.18
EFT	07/31/2026	164552	Accounts Payable	Roney (ACH) , Terry		324.00
EFT	07/31/2026	164553	Accounts Payable	RPM Law, PLLC (ACH)		11,307.09
EFT	07/31/2026	164554	Accounts Payable	Sagebrush Sprouts Preschool		5,278.00
EFT	07/31/2026	164555	Accounts Payable	Sampsel (ACH) , Mark		45,365.67
EFT	07/31/2026	164556	Accounts Payable	SGS North America Inc (ACH)		254.00
EFT	07/31/2026	164557	Accounts Payable	Summit Collection Services (ACH)		236.18
EFT	07/31/2026	164558	Accounts Payable	Summit Plumbing Co LLC (ACH)		2,816.76
EFT	07/31/2026	164559	Accounts Payable	Taggart & Taggart Ltd (ACH)		960.00
EFT	07/31/2026	164560	Accounts Payable	Tahoe Supply Company (ACH)		1,473.65
EFT	07/31/2026	164561	Accounts Payable	Tix Inc (ACH)		390.00
EFT	07/31/2026	164562	Accounts Payable	UBEO Business Services (ACH)		816.81
EFT	07/31/2026	164563	Accounts Payable	US Bank Equipment Finance (ACH)		332.86
EFT	07/31/2026	164564	Accounts Payable	US Bank Equipment Finance (ACH)		58.76
EFT	07/31/2026	164565	Accounts Payable	Western Industrial Parts Inc (ACH)		392.02
EFT	07/31/2026	164566	Accounts Payable	Western Nevada Development District (ACH)		10,500.00
EFT	07/31/2026	164567	Accounts Payable	Western Nevada Supply Co (ACH)		157.59
EFT	07/31/2026	164568	Accounts Payable	Western Nevada Supply Co (ACH)		1,805.60
EFT	07/31/2026	164569	Accounts Payable	Wickstrom Ace Hardware LLC (ACH)		2,222.66
EFT	07/31/2026	164570	Accounts Payable	Xylem Water Solutions USA Inc (ACH)		465.00
1-BOFA Bank of America Totals:				Transactions: 193		$1,962,481.11

Checks:	132	$1,742,304.94
EFTs:	61	$220,176.17

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



Treasurer's Office
PO Box 3000
Minden, NV 89423
(775) 782-9017

TO: **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

FROM: MEGHAN DORRIS, ASSISTANT TREASURER

KATHY KAISER, COMPTROLLER

THE ATTACHED CUMULATIVE UTILITY REFUNDS CHECK LISTING TOTALING $7,348.73 FOR CHECKS #768488-768516, ALL DATED 7-27-2026, HAVE BEEN ISSUED AND ARE SUBMITTED FOR YOUR REVIEW PER NRS 244.210

RESPECTFULLY SUBMITTED,

AMY BURGANS
CLERK-TREASURER

Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2026.08.29 14:39:18 -07'00'
COMPTROLLER

BY: Meghan Dorris Digitally signed by Meghan Dorris Date: 2026.08.29 18:04:14 -07'00'
ASSISTANT TREASURER

Douglas County
7/27/26 Utility Refunds
Bank Account: 1-BOFA - Bank of America
Batch Date: 07/27/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1-BOFA - Bank of America						
Check	07/27/2026	768488	Utility Management Refund	BRICKER , JEFFREY & KAREN		40.30
Check	07/27/2026	768489	Utility Management Refund	CAMPBELL , DOUGLASS		481.74
Check	07/27/2026	768490	Utility Management Refund	CEBALLOS , ROJELIO		94.99
Check	07/27/2026	768491	Utility Management Refund	CONNELL , RICHARD & ZOE		43.10
Check	07/27/2026	768492	Utility Management Refund	DRUMMOND , DUSTIN & YULIA		255.60
Check	07/27/2026	768493	Utility Management Refund	DUNCAN , SCOT		466.52
Check	07/27/2026	768494	Utility Management Refund	HOSEIT , MAX		169.66
Check	07/27/2026	768495	Utility Management Refund	JC VALLEY KNOLLS		158.27
Check	07/27/2026	768496	Utility Management Refund	JC VALLEY KNOLLS		140.85
Check	07/27/2026	768497	Utility Management Refund	JC VALLEY KNOLLS		140.02
Check	07/27/2026	768498	Utility Management Refund	JC VALLEY KNOLLS		209.55
Check	07/27/2026	768499	Utility Management Refund	JC VALLEY KNOLLS		178.51
Check	07/27/2026	768500	Utility Management Refund	JC VALLEY KNOLLS		30.16
Check	07/27/2026	768501	Utility Management Refund	JC VALLEY KNOLLS		10.82
Check	07/27/2026	768502	Utility Management Refund	JC VALLEY KNOLLS		41.92
Check	07/27/2026	768503	Utility Management Refund	KUNST , DANIEL & VICKIE		317.30
Check	07/27/2026	768504	Utility Management Refund	LAVOIE , TIMOTHY & JODI		331.13
Check	07/27/2026	768505	Utility Management Refund	LEPORE , CHRISTINA		475.96
Check	07/27/2026	768506	Utility Management Refund	LIKOTA PARTNERS		41.99
Check	07/27/2026	768507	Utility Management Refund	LOT 10 DEVELOPMENT COMPANY		2,433.17
Check	07/27/2026	768508	Utility Management Refund	MORELLI , NATALIA & FRANK		76.79
Check	07/27/2026	768509	Utility Management Refund	PARKER , BERCH & JOAN		84.24
Check	07/27/2026	768510	Utility Management Refund	PETROCCHI , LANA & CHARLES		175.00
Check	07/27/2026	768511	Utility Management Refund	QUAIL CREEK ESTATES INC		109.59
Check	07/27/2026	768512	Utility Management Refund	SYUFY , RAYMOND		92.71
Check	07/27/2026	768513	Utility Management Refund	THAYER LIVING TRUST		125.00
Check	07/27/2026	768514	Utility Management Refund	THE CHAR MCLEAR LIVING TRUST		183.51
Check	07/27/2026	768515	Utility Management Refund	WOHLGEMUTH , JEFFREY & CAROLYN		232.15
Check	07/27/2026	768516	Utility Management Refund	YOCHHEIM , BRETT & LATASHA		208.18
1-BOFA Bank of America Totals:				Transactions: 29		$7,348.73

Checks:	29	$7,348.73

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $11,485 Workforce Recruitment and Rural Access Program (WRRAP) grant award to Douglas County Community Health, and authorize Douglas County Advanced Practice Registered Nurse Tamara Baumann to sign the award. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept a $11,485 WRRAP grant award to Douglas County Community Health, and authorize Douglas County Advanced Practice Registered Nurse Tamara Baumann to sign the award.

FINANCIAL IMPACT:
This grant award will increase the budget and revenue in the "Grant Revenue - Federal" account in the Social Services fund (216-000 331.500) by $11,485.00. The grant will also increase the budgeted expenses in the "Training & Education" account in the Community Health Nurse Department of the Social Services Fund (216-552 520.200) by the same amount. The Community Services Department has completed the grant forms packet and sent it to the Grants Administrator for review and approval. The Grants Administrator has approved the packet and assigned a project number to the grant (27F06). The project number will be used to track all revenues and expenses related to the grant. There is no match requirement.

BACKGROUND:
The Community Health Nurse applied for a Workforce Recruitment and Rural Access Program (WRRAP) grant and was awarded a $11,485 grant. The grant period will begin as soon as the award is approved and signed by all parties and will end on August 30, 2027. The purpose of the grant is to support improved health outcomes, strengthen health care infrastructure, attract and retain providers, and provide technology innovation, specifically in rural areas. The grant is a federal award and Douglas County is a subrecipient through the Nevada Health Authority. The department will use the grant funds to pay for additional training opportunities for staff. There is no match requirement.

ATTACHMENTS:

WRRAP NOSA - to be signed.pdf

Grant Form 27F06.pdf

State of Nevada
Nevada Health Authority
(hereinafter referred to as the Department)

Agency Ref. #:	RHT-IN3B26021
Dept / BA / CAT:	410-3247-12
GL:	8798-3B
Reporting #:	93798R26
Sub GL:	

NOTICE OF SUBAWARD

Program Name:
Nevada Health Authority
Jason Bleak, Agency Manager, j.bleak@nvha.nv.gov

Subrecipient's Name:
Douglas County Community Health
Tamara Baumann / application does not have title, , tbaumann@douglasnv.us

Address:
4070 Silver Sage Dr
Carson City, NV 89701-8510

Address:
1329 Waterloo Lane
Gardnerville, NV 89410

Subaward Period:
Upon Director's Approval through 8/30/2027

Subaward Type: ☒ New, ☐ Amendment, ☐ Closeout
Payment Terms: ☒ Reimbursement, ☐ Advance, ☐ Combination

Subrecipient's:
EIN: 88-6000031
Vendor #: T40174400
UEI #: KE5GF37F6F95

Purpose of Award: This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: The applicant serves Douglas County, Nevada, with services delivered at the Douglas County Community Health Clinic in Gardnerville. The clinic also supports surrounding rural communities, including nearby California border towns, due to its proximity and limited regional access to similar services

Population (s) to be served:

Approved Budget Category			
1	Personnel	$	
2	Travel	$	
3	Supplies	$	
4	Equipment	$	
5	Contract/Consultant	$	
6	Training	$	$11,485.00
7	Other	$	
	TOTAL DIRECT COSTS	$	$11,485.00
8	Administrative Costs	$	
	TOTAL APPROVED BUDGET	$	**$11,485.00**

FEDERAL AWARD COMPUTATION:

Total Obligated by this Action:	$	**$11,485.00**
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Match Required ☐ Y ☒ N		
Amount Required this Action:	$	0.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	0.00

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
12/29/2025 through 10/30/2026

Federal Project Period:
12/29/2025 through 10/30/2030

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Office of Acquisitions and Grants Management, Rural Health Transformation Program, Big Beautiful Bill Act of 2025, Section 71401	100%	93.798	RHTCMS332074	RHTCMS332074-01	12/29/2025

Agency Approved Indirect Rate: NA for the Department

Subrecipient Approved Indirect Rate: N/A for the Department

Terms and Conditions:
In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the Department Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the **30th** of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted **monthly**, unless specific exceptions are provided in writing by the grant administrator.
7. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a Federal award must be retained for a period of three years from the state of submission of the final expenditure report or, for Federal awards that are renewed quarterly, or annually, from the date of submission of the quarterly or annual financial reports.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: Department Business Associate Addendum;
Section H: Attachment A: Progress Reporting, Attachment B: Request for Reimbursement, & Attachment C: Budget Plan

Name	Signature	Date
Tamara Baumann / application does not have title		
Alicia Roman, Fiscal & Projects Officer Rural Health Transformation Program, NVHA		
Stacie Weeks Administrator, NVHA		

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Health Authority (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.

2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. The Subrecipient must obtain prior written approval from the Department before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.

    a. Prior written approval is required for, at minimum: new or previously unapproved subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions that exceed applicable federal or Department thresholds.
    b. Verbal approval is not sufficient. The Subrecipient proceeds with any change requiring prior approval at its own risk until written approval is issued by the Department.

5. The Subrecipient acknowledges that funds awarded under this Agreement are federal financial assistance funds awarded to the State of Nevada through the Centers for Medicare & Medicaid Services ("CMS") under the Rural Health Transformation Program ("RHT Program"). The Subrecipient agrees to comply with all federal, state, and program-specific requirements applicable to the award, whether expressly stated in this Agreement or incorporated by reference.

    The following documents and authorities are incorporated into this Agreement as binding requirements to the extent applicable to the Subrecipient's activities, costs, performance, reporting, administration, and use of funds:

    a. the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
    b. the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
    c. the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;

d. the State of Nevada's CMS-approved Rural Health Transformation Program application, work plan, budget, and any CMS-approved revisions;
e. Public Law 119-21, Section 71401;
f. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
g. 2 CFR Part 300 and other applicable HHS regulations;
h. the HHS Grants Policy Statement;
i. applicable HHS administrative and national policy requirements;
j. applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
k. Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable; and
l. any additional written guidance, award condition, corrective action requirement, or approval issued by CMS or the Department that applies to the Subrecipient's award.

6. The Subrecipient shall perform all activities under this Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program. Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award.

   The Subrecipient acknowledges that federal award requirements generally flow down to subawards and subrecipients unless a requirement expressly applies only to the prime recipient or unless the context clearly indicates otherwise. The Subrecipient shall comply with all applicable federal requirements and shall ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with all applicable requirements related to the activities or funds provided under this Agreement.

   In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent state guidance or subrecipient policies.

   The Subrecipient understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS or HHS oversight authorities, or any other remedy available under this Agreement, 2 CFR Part 200, CMS award terms, or applicable law.

7. The Subrecipient must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements. The Subrecipient must promptly disclose to the Department any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to this Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, lower-tier subrecipients, or partners. The Subrecipient must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the Department's satisfaction.

8. The Subrecipient must maintain a valid Unique Entity Identifier and, when required, active SAM.gov registration for the period during which this Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The Subrecipient must review and update SAM.gov information at least annually and more frequently if required by changes in information.

   a. The Subrecipient must promptly provide the Department with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes.

   Before issuing any lower-tier subaward, regardless of dollar value, and before entering into any covered procurement contract of $40,000 or more, the Subrecipient must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The Subrecipient must require lower-tier subrecipients to perform the same checks. The Subrecipient must immediately notify the Department if the Subrecipient, any principal, key personnel, contractor, lower-tier subrecipient, or other covered party becomes suspended, debarred, excluded, or otherwise ineligible.

9. The Subrecipient must comply with all applicable federal civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under this Agreement. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and partners comply with applicable civil rights requirements.

10. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

11. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $1,000,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

12. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any subsequent amendments, superseding regulations, or other applicable federal guidance in effect during the term of this Agreement.

14. **Mandatory Disclosures**

    a. The Subrecipient must promptly disclose, in writing, any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award.
    b. The Subrecipient must submit such disclosure to the Department immediately upon discovery and must cooperate with the Department in making any required disclosure to CMS and the HHS Office of Inspector General.
    c. The Subrecipient must also promptly notify the Department of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with this Agreement or the federal award.
    d. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under this Agreement, 2 CFR Part 200, or applicable federal law.
    e. The Subrecipient shall provide the Department, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, contractor records, and lower-tier subrecipient records relating to this Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604 with “Mandatory Grant Disclosures” in the subject line. The Subrecipient must also cooperate with the Department in making any required disclosures to CMS and HHS OIG and provide any information reasonably requested to support those disclosures.
    f. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts funded under this Agreement.

15. The Subrecipient must comply with all applicable federal fraud, waste, and abuse requirements. Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS.

    The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into this Agreement by reference. The Subrecipient shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.

16. **Privacy and Security of Health Information**

    a. The Subrecipient must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under this Agreement.
    b. Before beginning any applicable program activity, the Subrecipient must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the Subrecipient is a covered entity or business associate.
    c. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the Department immediately.

17. **Employee Whistleblower Protections**

    a. The Subrecipient must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce., of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award.
    b. The Subrecipient shall require its contractors and lower-tier subrecipients to comply with these requirements where applicable.

18. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services**

    a. The Subrecipient must comply with 2 CFR 200.216 and may not obligate or expend funds under this Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law.
    b. This prohibition applies to the Subrecipient and to any contractors, consultants, lower-tier subrecipients, or partners paid with funds under this Agreement. The Subrecipient must include this requirement in all applicable lower-tier agreements and procurement documents.

19. **Bankruptcy Notification**

    a. The Subrecipient must notify the Department in writing within five (5) calendar days if the Subrecipient enters bankruptcy proceedings, whether voluntary or involuntary.

b. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.

20. **Procurement and Purchasing Standards**

a. The Subrecipient shall comply with all applicable federal, state, and Department procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under this Agreement. At a minimum, the Subrecipient shall comply with the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, as applicable, and shall maintain written procurement procedures consistent with those requirements.
b. The Subrecipient shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, Department requirements, or the Subrecipient's own written procurement policies. The Subrecipient shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds.
c. The Subrecipient shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals.
d. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements, including when the procurement qualifies as a micro-purchase, the item or service is available only from a single source, a public exigency or emergency will not permit competition, the Department or federal awarding agency authorizes the procurement in writing, or competition is determined inadequate after solicitation. The Subrecipient shall fully document the basis for any noncompetitive procurement and retain supporting documentation for monitoring and audit purposes.
e. The Subrecipient shall obtain prior written approval from the Department before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, or this Agreement. Equipment with a per-unit acquisition cost of $10,000 or more shall be managed in accordance with applicable federal property requirements and Department instructions.
f. In addition to any federal prior approval requirements, the Subrecipient shall obtain prior written approval from the Department before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under this Agreement with a total value of **$50,000 or more**.

21. **Appropriations and Salary Limitation**

a. The Subrecipient shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by the U.S. Department of Health and Human Services (HHS) or the Centers for Medicare & Medicaid Services (CMS).
b. Federal funds provided under this Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to this Agreement.
c. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.

22. **Five-Year Rural Service Commitment.** If any activity funded under this Subaward provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the Rural Health Transformation Program's five-year rural service requirement, the Subrecipient shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by the Department. Whether a proposed activity is subject to the five-year service commitment shall be determined by the Department.

23. **Service Commitment Monitoring Plan.** Prior to execution of this Subaward, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the Subrecipient shall submit a written Service Commitment Monitoring and Enforcement Plan to the Department for review and approval. The plan shall describe, at a minimum:

a. criteria used to identify individuals subject to the service commitment;
b. execution and maintenance of written service agreements;
c. procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation;
d. methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals;
e. procedures for identifying, documenting, and reporting noncompliance;
f. proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and
g. procedures for requesting Department review of any claimed extenuating circumstances.

No activity requiring a five-year rural service commitment may commence until the Department has approved the Monitoring and Enforcement Plan. The Department may require revisions to the plan or additional monitoring requirements at any time during the Subaward period to ensure compliance with CMS requirements.

The Subrecipient shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the Department. Where CMS approval is required, the Department will submit the request to CMS, and no waiver or release shall become effective unless approved by CMS.

24. The Subrecipient acknowledges that the Department shall monitor the Subrecipient's performance and compliance throughout the period of performance in accordance with applicable federal and state requirements, including, but not limited to, 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, and the Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable. The nature, frequency, and scope of monitoring activities shall be determined by the Department based upon the Subrecipient's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the Department determines relevant. Monitoring activities may include, without limitation, desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities deemed necessary to ensure compliance with the terms and conditions of the award. The Department may modify the level or frequency of monitoring at any time during the period of performance based upon changes in the Subrecipient's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances affecting the administration of the award. Such changes shall not require amendment of this Agreement.

25. No funding associated with this grant will be used for lobbying.

26. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

27. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

28. An organization receiving grant funds through Nevada Health Authority shall not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
- Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

29. An organization receiving grant funds through Nevada Health Authority may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
- Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or

- Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity..

- This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

- To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient shall provide all information reasonably requested by the Department to enable compliance with the Federal Funding Accountability and Transparency Act (FFATA), including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.

30. The Subrecipient shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with Rural Health Transformation Program funds.

    All public-facing documents or materials related to the Subrecipient's Rural Health Transformation Program project must include the following disclaimer:

    Stevens Amendment
    "This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$179,931,608.42** with **100% funded by CMS/HHS**. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government."

    The Subrecipient is responsible for ensuring that the disclaimer is included in all applicable materials produced by the Subrecipient, its contractors, consultants, lower-tier subrecipients, or other partners using funds under this Agreement. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under this Agreement.

31. The Subrecipient must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.

32. If the Subrecipient's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the Subrecipient must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The Subrecipient must provide the plan to the Department upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.

33. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records, the Subrecipient shall comply with applicable federal Health Information Technology and Interoperability requirements.
34. Any continuation, renewal, extension, or funding of this Agreement beyond the current budget period is contingent upon the Subrecipient's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the Department's receipt of continued federal funding and authorization from CMS. The Department has no obligation to provide funding beyond the amount and period expressly stated in the current Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Description of Services, Scope of Work and Deliverables

Douglas County Community Health Clinic, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 10/01/2026 – 08/30/2027 (Start Date May be sooner depending on when CMS approval is received)

Scope of Work: This program will provide training for existing clinic personnel in coding ang billing and in managing our electronic medical records system. These trainings will allow this clinic and our team to manage all the billing of this clinic to improve revenue management, financial sustainability, and patient access to care. Despite spending significant time training contracted billing staff on our processes, regulations, and compliance requirements, we have observed that these guidelines are not consistently followed, resulting in claims that are not properly processed or reimbursed. Many of our claims do not receive the additional attention required compared to those of clinics without federal funding, contributing to inefficiencies and lost revenue.

Method of Accountability: The project workplan will include enrolling three staff members in Western Nevada College's online medical billing and coding certification training. Once completed, staff will take a national certification exam for medical billing and coding certification. After certification, staff will train with eClinical Works team members for billing onboarding training, consisting of 9.5 hours of remote training in claims, clearinghouse, payments (insurance and patients, electronic remittance, statements, financial reports, hard close, and collection management. Monitoring will occur through online attendance, program completion, certifications, and eClinical training during regular work hours.

Scope of Work for Douglas County Community Health Clinic

Goal 1: Improve staff knowledge of medical billing and coding through training with Western Nevada College, resulting in three staff members being certified in medical billing and coding by May 31, 2027**.**

Objective	Activities	Due Date	Monitoring and Accountability Activities
1. Enroll and train three (3) staff members in medical billing and coding courses through Western Nevada College by June 30, ,2026.	1. Medical billing and coding program for three (3) staff members through Western Nevada College. 2. Certification for three (3) employees through a National Certification Coding exam.	May 31, 2027	1. Course enrollment, attendance, and completion certification.
2. Achieve certification in billing and coding for three (3) staff trained by July 31, 2027	2. Certification for three (3) employees through a National Certification Coding exam.	June 30, 2027	2. Exam completion and certification

Goal 2: Improve accuracy and efficiency of documentation, billing, and reporting through better utilization of the eClinicalWorks Electronic Medical Record (EMR) system due to specialized staff training and development of new protocols by July 31, 2027.

Objective	Activities	Due Date	Monitoring and Accountability Activities
1. Train three (3) administrative staff within the eClinicalWorks system to better utilize Electronic Meical Records system for billing and code.	1. eClinicalWorks-led training sessions. 2. Train staff on templates, coding tools, and billing workflows. 3. Ensure staff competency.	July 31, 2027	1. Documentation of training with eClinicalWorks through invoicing and training notes compiled by staff.
2. Create and approve standardized EMR workflows/protocols for billing and documentation by August 2027.	1. Develop and adopt clinic-wide EMR protocols. 2. Configure templates and automation tools in eClinicalWorks. 3. Monitor staff adherence to workflows.	August 2027	1. Documentation and approval of new workflow/protocol.
3. Utilize EMR reporting tools to monitor patient health outcomes and collect data about billing performance.	1. Generate reports on patient volume and services. 2. Use data for quality improvement.	August 2027	1. Monthly/Quarterly/Annual reports on number of patients and services provided.

Goal 3: Improve revenue cycle management within the clinic, including decreased write-offs, by fully transitioning billing operations from outsourced services to in-house management by December 31, 2027.

Objective	Activities	Due Date	Monitoring and Accountability Activities
1. Transition billing operations from outsourced services to in-house management by December 31, 2027	1. Revise staff job descriptions. 2. Develop internal billing workflows. 3. Create a plan to phase out contracted billing services.	August 2027 December 2027	1. Revised/approved job descriptions. 2. Finalized transition plan.
2. Decrease write-offs thorough an improved claims submission and flow-up process within eClinicalWorks.	1. Apply information from the trainings to create an improved claims submission and follow up process within eClinicalWorks..	December 2027	1. Finalized protocol. 2. Six-month report comparing write-offs from first quarter 2028 vs. prior year data.

SECTION C

Budget and Financial Reporting Requirements

The Subrecipient shall acknowledge Nevada Health Authority and federal RHTP funding in activities and materials produced, purchased, or distributed under this subaward. All public-facing materials related to this project must include the Stevens Amendment disclaimer required in **Section A, Grant Conditions and Assurances**. Where space allows, materials should also acknowledge support from the Nevada Health Authority through the Rural Health Transformation Program with attribution language and the appropriate logos provided by Nevada Health Authority. If no public-facing materials will be developed or distributed, this requirement may be marked not applicable.

Subrecipient agrees to adhere to the following budget: Please see Attachment C1

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

Applicant Name: Douglas County Community Health

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	***Funding Source***	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED							
ENTER TOTAL REQUEST	$11,485.00	$ -	$ -	$ -	$ -	$ -	$11,485.00

EXPENSE CATEGORY

1	**Personnel**								
	1A	Administrative Personnel							
	1B	Provider Payments Personnel							
	1C	Direct Program Personnel (No cap)							
2	**Travel**								
	2A	Out-of-State							
	2B	In-State							
3	**Supplies**								
4	**Equipment**								
	4A	Equip / Cap Exp - Category J							
	4B	Equipment - Other							
5	**Contractual/Consultant**								
	5A	Personnel							
	5B	Travel							
	5C	Administrative Contracts							
	5D	Provider Payments -Contracts							
	5E	Capital Expenditure -Contracts							
	5F	EMR - Contracts							
	5G	Program Contracts (No cap)							
6	**Training**		**$11,485.00**						**$11,485.00**
7	**Other**								
	7A	EMR Subscription							
	7B	All Other (No cap)							

TOTAL EXPENSE	$11,485.00	$ -	$ -	$ -	$ -		$11,485.00
These boxes should equal 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Total Administrative Cost	

Total Agency Budget	$11,485.00
Percent of Subrecipient Budget	100%

Equipment Management and Property Requirements:

- If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.
- At a minimum, the Subrecipient shall:
    - Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
    - Maintain an equipment inventory system that includes, at a minimum:
        - Equipment description;
        - Manufacturer, model, serial number, or other unique identifier;
        - Funding source and subaward number;
        - Acquisition date;
        - Acquisition cost;
        - Physical location;
        - Custodian or department responsible for the equipment;
        - Current condition;
        - Date and method of disposition, if applicable.
    - Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
    - Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
    - Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
    - Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
    - Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
    - Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
    - Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
    - Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
    - Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
    - The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
    - The Department may provide disposition instructions at closeout consistent with applicable federal requirements.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:
To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed **$11,485.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
- Reporting deadlines established by the Department may be modified as necessary to ensure Nevada's compliance with the reporting requirements contained in the CMS Notice of Award (NOA), Notice of Funding Opportunity (NOFO), CMS Standard Terms and Conditions, and any subsequent federal guidance. The Subrecipient shall comply with all reporting deadlines established by the Department, including deadlines that occur in advance of the federal reporting due dates applicable to the State:

The Department agrees:

- Identify specific items the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. CDC.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a **monthly** basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Report	Subrecipient Due
Requests for Reimbursement	Monthly on the 15th
Progress Reports	Monthly on the 15th

Programmatic Reporting and Performance Measurement Requirements

- Progress Reports are due on a «RFR» basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- The Subrecipient shall support Nevada Health Authority reporting, monitoring, oversight, and evaluation requirements for the Rural Health Transformation Program. The Subrecipient shall submit timely, complete, and accurate programmatic reports in the format and frequency required by the Department, which may include quarterly reports, annual reports, closeout reports, surveys, reporting templates, monitoring responses, or other written guidance issued by the Department.
- Required reporting may include, but is not limited to, project implementation updates, service counts, patient or provider counts, workforce information, equipment and infrastructure documentation, technology implementation updates, utilization information, referral and follow-up information, fiscal documentation, survey responses, and narrative explanations of progress, barriers, and corrective actions.
- The Subrecipient shall maintain documentation sufficient to support all reported activities, outputs, and outcomes. Documentation may include invoices, purchase records, service logs, referral logs, encounter summaries, staffing records, training rosters, contracts, implementation records, financial records, system reports, policies and procedures, or other materials requested by the Department.
- The Subrecipient shall cooperate with the Department, CMS, HHS, or their designees in any reporting, monitoring, evaluation, audit, or data validation activity related to the Rural Health Transformation Program.
- The Subrecipient is not responsible for independently calculating statewide measures derived from Medicaid MMIS, Medicare Cost Reports, the Nevada Rural and Frontier Health Data Book, licensing board data, medical record review, State surveys, or other State-controlled or State-approved data sources unless specifically directed by the Department. However, the Subrecipient shall provide project-level data, documentation, and narrative context necessary for the Department to calculate, validate, interpret, and report those measures.
- The Department may update, clarify, replace, or supplement performance measures, data definitions, reporting templates, baseline methodologies, target specifications, documentation requirements, and reporting instructions during the subaward period to comply with federal requirements, CMS guidance, State reporting needs, or program evaluation needs. The Subrecipient shall comply with the most current reporting instructions issued by the Department.
- The Subrecipient shall report information at the level of detail required by the Department, which may include project-level, provider-level, facility-level, site-level, county-level, regional, aggregate, or de-identified patient-level information, as applicable and permitted by law.
- Rows or measures identified by the Department for deletion shall not be treated as active Subrecipient reporting requirements unless later reinstated or otherwise required in writing by the Department.
- Submission of complete, accurate, and timely reports required under this Agreement is a condition of reimbursement and continued funding.
- The Subrecipient shall retain all financial records, supporting documentation, statistical records, procurement records, property records, programmatic records, and all other records relating to this Agreement for a minimum of three (3) years following submission of the final expenditure report or, where applicable, the final financial report for the applicable award, in accordance with 2 CFR 200.334. If any audit, litigation, claim, negotiation, investigation, monitoring activity, or other action involving the records is initiated before the end of the retention

period, or if a longer retention period is required by federal or state law, the Department, CMS, or the terms and conditions of the Federal award, the Subrecipient shall retain the records until all such matters are fully resolved and final action has been taken. All records shall remain available to the Department, CMS, the HHS Office of Inspector General, the U.S. Government Accountability Office, and other authorized oversight entities for inspection, monitoring, audit, and copying throughout the applicable retention period.

Initiative-Specific Reporting Requirements

The Subrecipient shall report on the initiative-specific activities, outputs, and outcomes applicable to the initiative funded under this subaward. The Department may further define initiative-specific data elements, documentation requirements, and reporting frequency through reporting templates, monitoring tools, surveys, or written guidance.

Rural Health Outcomes Accelerator Program

For the Rural Health Outcomes Accelerator Program, the Subrecipient shall support reporting on rural health outcome measures related to chronic disease management, maternal health, behavioral health follow-up, substance use disorder follow-up, care coordination, referral completion, and access to appropriate services in rural Nevada.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Blood pressure control among rural adults with hypertension;
- Timely prenatal care and postpartum care for pregnant and postpartum women in rural Nevada on Medicaid;
- Follow-up after emergency department visits for mental illness or intentional self-harm;
- Follow-up after emergency department visits for substance use disorder or drug overdose; and
- Referral, care coordination, patient navigation, outreach, service linkage, and other access-related activities that support improved rural health outcomes.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, referral information, follow-up information, care coordination records, patient navigation activities, outreach activities, implementation updates, and narrative explanations of how funded activities support improved rural health outcomes.

Where the Department calculates Rural Health Outcomes Accelerator Program measures using Medicaid MMIS claims data, medical record review, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

For behavioral health and substance use disorder follow-up measures, the Subrecipient shall report referral, follow-up, care transition, and service linkage information within the timeframe and level of detail specified by the Department, which may include follow-up after emergency department visits within 7 days, 30 days, or another Department-specified reporting period.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, or changes in project scope that may affect Rural Health Outcomes Accelerator Program performance reporting.

Nevada Rural Health System Flex Fund

For the Nevada Rural Health System Flex Fund, the Subrecipient shall support reporting on rural health infrastructure, transportation access, mobile care capacity, facility and equipment improvements, and financial sustainability.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Emergency and nonemergency transportation access in rural counties;
- Equipment, technology, facility, or infrastructure upgrades related to direct patient care;
- Mobile care units serving rural counties;
- Rural provider or hospital capacity, access, quality, safety, operational efficiency, or service continuity; and
- Financial sustainability for participating rural hospitals, including days cash on hand where applicable.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, transportation utilization information, equipment lists, purchase records, invoices, deployment dates, service locations, implementation status, mobile unit service information, facility or infrastructure documentation, financial information, and narrative explanations of how funded activities improve rural access, capacity, quality, safety, or sustainability.

For transportation-related projects, the Subrecipient shall report information requested by the Department regarding emergency or nonemergency transportation activities, which may include service type, county or counties served, number of individuals served, number of trips or transports supported, populations served, referral sources, implementation status, and barriers to transportation access.

For equipment, technology, facility, or infrastructure investments, the Subrecipient shall identify whether the funded activity represents a new service, expanded service, replacement of outdated equipment or infrastructure, modernization of existing capacity, or continued support of existing rural health capacity.

For mobile care unit projects, the Subrecipient shall report whether mobile care units were purchased, deployed, expanded, sustained, replaced, or otherwise supported with Rural Health Transformation Program funds. Reporting may include service areas, counties served, deployment dates, service types, number of service days or events, populations served, and implementation status.

For participating hospitals, the Subrecipient shall provide or support access to financial information needed to calculate or validate days cash on hand, as requested by the Department.

Where the Department calculates Flex Fund measures using Medicaid MMIS claims data, Medicare Cost Reports, licensure data, State surveys, provider-reported financial data, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, delays in placing equipment or infrastructure into service, discontinued activities, or changes in project scope that may affect Flex Fund performance reporting.

Workforce Recruitment and Rural Access Program

For the Workforce Recruitment and Rural Access Program, the Subrecipient shall support reporting on recruitment, retention, training, placement, and expansion of the rural health workforce.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Recruitment, retention, training, placement, or support of primary care physicians;
- Recruitment, retention, training, placement, or support of advanced practice nurses;
- Recruitment, retention, training, placement, or support of registered nurses;
- Recruitment, retention, training, placement, or support of physician assistants;
- Recruitment, retention, training, placement, or support of behavioral health providers;
- Reduction of workforce vacancies or service gaps in rural counties; and
- Expanded local care capacity, access to primary care, behavioral health care, specialty care, or other rural health services.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include provider type, position type, credential or discipline, rural county served, service site, employment or contract status, recruitment status, retention status, vacancy information, training participation, placement information, and whether the position was newly created, retained, expanded, contracted, trained, incentivized, or otherwise supported with Rural Health Transformation Program funds.

The Subrecipient shall maintain documentation sufficient to validate workforce-related reporting, which may include job descriptions, offer letters, contracts, payroll records, training rosters, credentialing documentation, licensure or certification documentation, retention agreements, onboarding records, service schedules, vacancy records, or other documentation requested by the Department.

For recruitment and placement activities, the Subrecipient shall report information requested by the Department regarding positions recruited or filled, recruitment strategies used, rural counties served, provider types supported, start dates, service locations, and barriers to recruitment or onboarding.

For retention activities, the Subrecipient shall report information requested by the Department regarding positions retained, retention strategies used, provider types supported, rural counties served, length of retention, and barriers to workforce stability.

For training, pipeline, or professional development activities, the Subrecipient shall report information requested by the Department regarding the type of training or workforce activity provided, number and type of participants, completion status, provider discipline or role, service area, and how the activity supports rural workforce capacity.

Where the Department calculates Workforce Recruitment and Rural Access Program measures using Medicaid MMIS data, the Nevada Rural and Frontier Health Data Book, licensing board data, provider-reported information, surveys, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, workforce shortages, vacancy challenges, recruitment delays, onboarding delays, credentialing barriers, retention barriers, discontinued activities, or changes in project scope that may affect Workforce Recruitment and Rural Access Program performance reporting.

Rural Health Innovation and Technology Grant

For the Rural Health Innovation and Technology Grant, the Subrecipient shall support reporting on technology deployment, provider adoption, telehealth access, secure data exchange, interoperability, cybersecurity, advanced health technology, AI-enabled tools, digital patient engagement, remote monitoring, diagnostics, administrative efficiency, and improved access to rural care.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Telehealth service utilization for rural Medicaid members, including behavioral health and physical health services where applicable;
- Digital, remote, or hybrid models of care, including patient engagement tools, remote patient monitoring, or AI-supported patient services;
- Interoperable data exchange, referral management, care coordination, health information exchange, provider-to-provider record sharing, or patient access to personal health records;
- Cybersecurity training, annual security risk assessments, mitigation strategies, cybersecurity software or technology, and ongoing cybersecurity capabilities;
- Advanced health technologies, including AI-enabled tools used for clinical care, remote monitoring, diagnostics, patient engagement, or administrative workflows; and
- Provider, facility, or system-level adoption of technology that improves rural access, care coordination, patient engagement, efficiency, quality, or security.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include system implementation status, go-live dates, vendors or platforms used, provider participation, service sites, counties served, active users, patient participation, telehealth utilization information, digital engagement information, workflows supported, security assessments, mitigation plans, cybersecurity training records, policies and procedures, patient access functionality, data exchange functionality, and evidence of active use.

For telehealth projects, the Subrecipient shall report information requested by the Department regarding services delivered through telehealth modalities, which may include service type, provider type, county or counties served, patient population served, number of unique patients served, number of encounters or claims supported, behavioral health or physical health service category, implementation status, and barriers to telehealth access or utilization.

For digital, remote, or hybrid care models, the Subrecipient shall report information requested by the Department regarding patient engagement, remote monitoring, digital communication, AI-supported patient tools, or other technology-enabled care models, including the number of patients or providers participating where available.

For interoperability, health information exchange, provider-to-provider record sharing, referral management, care coordination, or patient record access projects, the Subrecipient shall report the systems or platforms used, participating providers or sites, type of information exchanged or made available, operational status, patient or provider access functionality, and the workflow or use case supported.

For cybersecurity projects, the Subrecipient shall report security risk assessments completed, mitigation strategies implemented, cybersecurity tools or technologies purchased or maintained, cybersecurity training completed, policies or procedures adopted or updated, and documentation showing continued use or maintenance.

For AI-enabled or advanced technology projects, the Subrecipient shall report the tool implemented, intended use case, workflow supported, users or sites impacted, safeguards used, privacy and security considerations, and documentation showing deployment and active use.

Where the Department calculates Rural Health Innovation and Technology Grant measures using Medicaid claims data, State surveys, grant reporting data, CMS data, provider-reported information, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, technology implementation delays, provider adoption barriers, patient engagement barriers, cybersecurity gaps, interoperability barriers, delayed deployment, discontinued activities, or changes in project scope that may affect Rural Health Innovation and Technology Grant performance reporting.

Agency Ref. #:	RHT-IN3B26021
Dept / BA / CAT:	410-3247-12
GL:	8798-3B
Reporting #:	93798R26
Sub GL:	

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Rural Health Transformation Program	**Subrecipient Name:** Douglas County Community Health
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	**Address:** 1329 Waterloo Lane Gardnerville, NV 89410
Subaward Period: Upon Director's Approval through 8/30/2027	**Subrecipient's:** **EIN:** 88-6000031 **Vendor #:** T40174400

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s): **Calendar year:**

Approved Budget Category		A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel							
1A.	Administrative Personnel						
1B.	Provider Payments Personnel						
1C.	Program Personnel						
2. Travel							
2A.	Out-of-State						
2B.	In-State						
3. Supplies							
4. Equipment / Capital Expenditure							
4A	Equip / Cap Exp - Category J						
4B	Equipment - Other						
5. Contractual / Consultant							
5A.	Personnel						
5B.	Travel						
5C.	Administrative Contracts						
5D.	Provider Payments – Contract						
5E.	Capital Expenditure – Contract						
5F.	EMR – Contract						
5G.	Program Contracts (No Cap)						
6. Training		**$11,485.00**					
7. Other							
7A.	EMR Subscription						
7B.	All Other (No Cap)						
	Total:	**$11,485.00**					

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	$0.00	$0.00	$0.00	$0.00	$0.00	-

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature Title Date

FOR Department USE ONLY

Is program contact required? ____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ _____
Date

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☐ NO

3. When does your organization's fiscal year end? _____

4. What is the official name of your organization? _____

5. How often is your organization audited? _____

6. When was your last audit performed? _____

7. What time-period did your last audit cover? _____

8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Health Authority

Hereinafter referred to as the "Covered Entity"

and

Douglas County Community Health

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Nevada Health Authority (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS**,** Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE**,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Nevada Health Authority (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the

Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
   b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
   c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
   d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
   b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination**:
   a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
   b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
   c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term**. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Agreement**. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
   a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
   b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION H

The attachments below are provided for your reference for future reporting and Request for Reimbursement (RFR) submissions.

Attached Workbooks:

- Attachment A: Progress Reporting
- Attachment B: Request for Reimbursement
- Attachment C: Budget Plan

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	8/19/2026	**Fund-Department #**	216 552
Project Number	26F06	**Fund-Department Name**	Community Health Nurse
Grant Title	Workforce Recruitment and Rural Access Program (WRRAP)		
Grant Purpose	Support improved health outcomes, strengthen rural heatlh care infrastructure, attract and retain more health care providers, and provide technology innovation across rural Nevada		
Awarding Entity	Nevada Health Authority		
Total Grant Funds	$ 11,485.00		
Grant Start Date	Upon approval	**End Date**	8/30/2027
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)	
Federal CFDA#	93.798	**Agreement Number**	RHT-IN3B26021
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		

Required Approvals

Approval to apply	*D Swickard*	**Date**	**8.19.26**

Complete only GREY areas

	Fund	Dept		
Fund-Department #	216	552	**Project Number**	**26F06**
Fund-Department Name	Community Health Nurse			

Financial Information

Source of Funds

(Name of Awarding entity)

Revenue					
216-000 331.500	Grant Revenue - Federal	$ 11,485.00	$ -	$ -	
216-000 331.510	Grant Revenue - State	$ -	$ -	$ -	
216-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 11,485.00	$ -	$ -	
	Match - Non Grant Reimbursement	$ -	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ -	$ -	$ -
216-552 520.200	Training & Education	$ 11,485.00	$ -	$ -
216-552 520.088	Utilities	$ -	$ -	$ -
216-552 521.100	Professional Services	$ -	$ -	$ -
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	$ 11,485.00	$ -	$ -
216-552 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -
216-552 511.150	Grant Match - Salary	$ -	$ -	$ -
216-552 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ -	$ -	$ -
	Total Expenditure	$ 11,485.00	$ -	$ -
	Total Match	$ -	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY26-27	$ 11,485.00
FY27-28	$ -
Total	$ 11,485.00

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize the Douglas County Weed Control Department to abate noxious weeds at the properties located at 959 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-007) and 975 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-009) in accordance with NRS 555.170, enter into any necessary contracts related to the requested nuisance abatements, and to place all necessary liens on the properties for the cost of abatement in accordance with NRS 555.180. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Authorize the Douglas County Weed Control Department to abate noxious weeds at the properties located at 959 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-007) and 975 Centerville Lane, Gardnerville, Nevada (APN 1220-18-001-009) in accordance with NRS 555.170, enter into any necessary contracts related to the requested nuisance abatements, and to place all necessary liens on the properties for the cost of abatement in accordance with NRS 555.180.

FINANCIAL IMPACT:
The Weed Department estimates a total cost of approximately $10,000 to abate both properties. Douglas County will be reimbursed by the Nevada State Department of Agriculture for 75% of the incurred abatement costs, and County staff will pursue collection of any abatement costs from the property owner(s) and/or any lien(s) against the abated properties.

BACKGROUND:
The properties referenced above violate Nevada State Law, NRS 555.150, which requires property owners to control noxious weeds on their property. The identified property owner has failed to control the noxious weeds after written notices issued by Douglas County and the Director of the State of Nevada Department of Agriculture which is the ex officio State Quarantine Officer. Copies of the notices issued to the property owner are attached to this agenda item.
If a property owner fails to control noxious weeds, NRS 555.170 directs Douglas County to abate noxious weeds using County funds. NRS 555.180 allows the County to then bill the property owner for

the cost of abatement, and add the cost of abatement to the property tax roll, which shall constitute a lien on each property if unpaid. Upon Board direction to abate the nuisances at the above-referenced properties, the County will enter into a Memorandum of Understanding (MOU) with the State of Nevada Department of Agriculture to receive 75% of the costs of abatement incurred by the County from the State. To the extent that the County is able to recover the costs of abatement from the property owner, the County will reimburse the State for the funds the County receives and the County will keep the remaining 25% of any fees that are collected.

The Douglas County Weed Control Department works cooperatively with the State of Nevada Department of Agriculture to control noxious weeds as required under Nevada law for properties throughout the County. Control of noxious weeds is particularly important in Douglas County to protect the Carson River watershed, and to maintain Douglas County's status as a leading producer of certified weed free hay.

ATTACHMENTS:
First Notice.pdf
Second Notice.pdf
Final Notice.pdf
Notice Amacker abatement.pdf
Cert Mail.pdf
Recieved Cert Mail.pdf
Amacker Weed Abatement Photos.pdf

DOUGLAS COUNTY
Parks and Recreation Department

Parks and Weed Control
1323 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835

Recreation/Douglas County
Community & Senior Center
1329 Waterloo Lane
Gardnerville, NV 89410
(775) 782-5500 EXT: 1

Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271

Director: Brook Adie

MAIL: P.O. Box 218, Minden, NV 89423

6/12/2026

FIRST NOTICE

Amacker, Casper
PO Box 7035
SO Lake Tahoe, CA 96158

Nevada State Law declares that an individual property owner is responsible for controlling noxious weeds on his property and for preventing the spread of noxious weeds to neighboring properties. (NRS 555.150) You may request an abstract of the NRS from the Douglas County Weed Control office, or you may access the Nevada State web site for a complete copy.

The Douglas County Board of Commissioners approved a motion to take a more proactive approach to the noxious weed problem in Douglas County and directed the Weed Control Department to follow a procedure and respond to complaints regarding neglected noxious weeds.

During a survey of adjacent parcels, your property(s) located at **975 Centerville Ln. (APN #122018001009)** and **959 Centerville Ln (APN 1220-18-001-007) in** Douglas County were found to have **Perennial Pepperweed- White Top,** a noxious weed that needs to be controlled.

The Weed Control Department offers assistance by:

1. Providing plant identification and explanations of various effective control options
2. Offering equipment rental of a spray trailer for $150/per day or $200 weekend rate pulse cost of chemicals.
3. Application of herbicides for a fee of $75/hr Ag rate plus the cost of herbicides.

Control may be accomplished by methods other than herbicide applications but, depending upon the weed species; herbicides may be the most cost effective in the long term.

Though compliance with the law is our primary goal, response to this letter is necessary within the next **ten working days** to discuss the implementation of a control plan. Please contact Jeff Begovich, Weed Control Coordinator, at 782-9835 to discuss a control plan for your situation.

Thank you for your attention to this matter.

Sincerely,

Ryan Stanton

Deputy Director of DC Community Services

DOUGLAS COUNTY
Parks and Recreation Department

Parks
1323 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835

Recreation/Douglas County
Community & Senior Center
1329 Waterloo Lane
Gardnerville, NV 89410
(775) 782-5500

Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271

Director: Brook Adie

MAIL: P.O. Box 218, Minden, NV 89423

6/30/2026

2ND NOTICE

7011 2970 0000 0764 8112

Amacker, Casper
PO Box 7035
SO, Lake Tahoe, CA 96158

Nevada State Law declares that an individual property owner is responsible for controlling noxious weeds on his property and for preventing the spread of noxious weeds to neighboring properties (NRS 555.150). You may request an abstract of the NRS from the Douglas County Weed Control office, or you may access the Nevada State web site for a complete copy.

The Douglas County Board of Commissioners approved a motion to take a more proactive approach to the noxious weed problem in Douglas County, and directed the Weed Control Department to follow a procedure and respond to complaints regarding neglected noxious weeds.

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3. Application of herbicides for a fee of $75/hr Ag rate plus the cost of herbicides.

Control may be accomplished by methods other than herbicide applications but, depending upon the weed species, herbicides may be the most cost effective in the long term.

Though compliance with the law is our primary goal, response to this letter is necessary within the next **ten working days** to discuss the implementation of a control plan. A copy has been forwarded to the Department of Agriculture. Please contact Jeff Begovich, Weed Control Supervisor, at 775-782-9835 to discuss a control plan for your situation.

Thank you for your attention to this matter.

Ryan Stanton,

Deputy Director of DC Community Services

CC: Nevada Department of Agriculture, 405 South 21st Street, Sparks, NV 89431

JOE LOMBARDO
Governor

STATE OF NEVADA

J.J. GOICOECHEA, DVM
Director

Las Vegas Office:
2300 East St. Louis Ave.
Las Vegas, NV 89104-4211
(702) 668-4590
Fax (702) 668-4567

Elko Office:
4780 East Idaho Street
Elko, NV 89801-4672
(775) 753-1360
Fax (775) 738-2639

DEPARTMENT OF AGRICULTURE
405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: http://www.agri.nv.gov

FINAL NOTICE

July 21st, 2026

AMACKER FAMILY TRUST
PO BOX 7035
SO LAKE TAHOE, CA 96158

Reference certified mail: 7021 2720 0001 0146 6357
RE Parcel(s): 1220-18-001-007 and 1220-18-001-009

To Whom it May Concern:

Your properties at 959 and 975 Centerville Lane, in Douglas County, Nevada has been found to contain an infestation of the Nevada listed noxious species perennial pepperweed, *Lepidium latifolium*. Under NRS 555.100 and 555.150-160, landowners in Nevada must control weeds designated as noxious when they occur on their property. NRS 555.160 authorizes the State Quarantine Officer to serve notice in writing upon the owner or occupant of land to control noxious weeds.

This letter serves as notice from the State of Nevada requiring treatment of the identified weeds on the referenced parcels. Failure to respond will result in county-conducted abatement of weeds and potential lien against your property. The attached document provides species information and approved treatment methods to achieve compliance.

Douglas County Weed Control District has made two attempts to contact you regarding this issue and has not received a response. Douglas County Weed Control District issued a notice to control on June 12, 2026, followed by a second notice on June 30, 2026 (certified mail #7011 2970 0000 0764 8341). You are required to contact the Department to discuss a treatment plan and provide proof of control of these noxious weeds by **August 21st, 2026**.

Should you fail or neglect to treat the infestation or contact the Department by the specified date, the State Quarantine officer will notify the Douglas County Board of Commissioners of your refusal to control these noxious weeds. Upon notification, the Douglas County Board of Commissioners will proceed to control the weeds at your expense pursuant to NRS 555.170 and NRS 555.180.

Continued control efforts throughout this season and in future years will be necessary to maintain compliance and achieve long-term reduction of the infestation. We appreciate your cooperation on this very timely and

JOE LOMBARDO
Governor

Las Vegas Office:
2300 E. St. Louis Ave.
Las Vegas, NV 89104-4211
(702) 668-4590
Fax (702) 668-4567

STATE OF NEVADA
DEPARTMENT OF AGRICULTURE
405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: http://www.agri.nv.gov

J.J. GOICOECHEA, DVM
Director

Elko Office:
4780 E. Idaho Street
Elko, NV 89801-4672
(775) 738-8076
Fax (775) 738-2639

important matter. Please contact the Department's Noxious Weed Program at noxiousweeds@agri.nv.gov or (775) 353-3640.

Sincerely,

Jake Dick
Noxious Weed Coordinator
Nevada Department of Agriculture
(775) 353-3640
Jdick@agri.nv.gov

CC: Douglas County Parks and Weed Control

JOE LOMBARDO
Governor

STATE OF NEVADA

J.J. GOICOECHEA, DVM
Director

Las Vegas Office:
2300 East St. Louis Ave.
Las Vegas, NV 89104-4211
(702) 668-4590
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DEPARTMENT OF AGRICULTURE
405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: http://www.agri.nv.gov

August 25th, 2026

Douglas County Board of Commissioners
P.O. Box 218
Minden, NV 89423

Douglas County Board of County Commissioners,

The Nevada Department of Agriculture (NDA) is providing formal notification to the Douglas County Board of County Commissioners regarding enforcement actions taken under NRS 555 for the control of designated and noxious weeds within Douglas County. This letter serves as notice that Amacker Family Trust, owner of 959 Centerville Lane, Gardnerville, NV 89460 (parcel 1220-18-001-007) and 975 Centerville Lane, Gardnerville, NV 89460 (parcel 1220-18-001-009) has failed to control a documented infestation of perennial pepperweed (*Lepidum latifolium*), a weed subject to control within Douglas County Weed District. The NDA requests that the Douglas County Board of Commissioners proceed to control the infestation on this property pursuant to NRS 555.170.

On June 24th, 2026, Douglas County Community Services notified the NDA that notice had been sent to the landowner requiring them to control this infestation. Douglas County Community Services indicated that assistance from the NDA may be required to obtain control of these weeds pursuant to NAC 555.070.5

On July 6th, 2026, NDA received confirmation from Douglas County Community Services that a second notice had been sent to the landowner via certified mail. The landowner did not respond or take action to control the weeds as required.

On July 21st, 2026, NDA issued an abatement notice to the landowner via certified mail, requiring the landowner to contact the NDA and take measures to control the weeds before August 21st, 2026. The letter was received on July 28th, 2026, however the NDA did not receive a response.

On August 25th, Douglas County Community Services confirmed that no meaningful efforts had been made to control the noxious weeds on the parcels. The NDA requests that the Douglas County Board of Commissioners control this infestation in a manner acceptable to the Douglas County Weed District which considers the lifecycle of the weed and any factors which may influence effective control of the weed.

J.J. Goicoechea, DVM
Digitally signed by J.J. Goicoechea, DVM
Date: 2026.08.26 13:01:31 -07'00'

J.J. Goicoechea, D.V.M
Director, Nevada Department of Agriculture

7011 2970 0000 0764 8341

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Amacker Casper
Street, Apt. No.; or PO Box No.: PO Box 7035
City, State, ZIP+4: SoLake Tahoe, CA 96158

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Amacker Casper
PO Box 7035
So Lake Tahoe, CA
96158

9590 9402 8806 4005 5444 39

2. Article Number *(Transfer from service label)*

7011 2970 0000 0764 8341

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Cass Amacker

C. Date of Delivery 7 - 6 2026

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

RENO NV 894
7 JUL 2026 AM 1 L

9590 9402 8806 4005 5444 39

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

PO box 218
Minden, NV 89423

Douglas County Weeds





























AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $150,000 professional services contract with Kimley-Horn to prepare an update to the 2017 Douglas County Master Transportation Plan and authorize the County Manager to sign all necessary contract material. (Jeremy Hutchings, County Engineer)

RECOMMENDED MOTION:
Approve a $150,000 professional services contract with Kimley-Horn to prepare an update to the 2017 Douglas County Master Transportation Plan and authorizing the County Manager to sign all necessary contract material.

FINANCIAL IMPACT:
The funds for the transportation plan were approved as part of the FY 2025-26 budget. The funds will be brought forward to this fiscal year with approved purchase orders and projects.

BACKGROUND:

The 2017 Douglas County Master Transportation Plan (MTP) serves as a long-term regional guide for implementing and coordinating transportation infrastructure. The current MTP was adopted by the Board of County Commissioners (BOCC) at their regularly scheduled meeting on April 30, 2019. Historically, the County has aimed for major updates approximately every ten years. The county partnered with Carson Area Metropolitan Planning Organization in 2024 on the overall traffic model update for the Carson City and Douglas County overall model update.

Periodic updates to the MTP are important to ensure that the plan remains relevant to existing conditions such as demographic trends, transportation infrastructure Levels of Service (LOS), state and federal requirements, and the status of capital improvement projects.

The process of selecting this consultant involved preparing and advertising a Request for Qualifications (RFQ). The RFQ described the nature and scope of the work expected to be involved. The RFQ was

publicly noticed in the local newspaper, posted to the County's website and Staff sent an email directly to eleven local and regional consultants that are known to do this type of work. Two Statement of Qualifications (SOQS) were received in response to the solicitation process. The two SOQs were reviewed and ranked by a selection committee of representatives from the Public Works and Community Development departments. Kimley-Horn was ranked as the most qualified consultant to perform the work. Kimley-Horn is a known consultant that has previously worked with Douglas County and also has current engineering contracts with the County. They are licensed and qualified appropriately for the scope and nature of the work.

Staff recommends approval of a professional services contract with Kimley-Horn in the amount of $150,000 to update the 2017 DC MTP.

ATTACHMENTS:

Contract for Products and Services - MTP Update V2.0 Final.pdf
K-H Certificate of Insurance.pdf
Request for Qualifications - Transportation Plan.pdf
Kimley-Horn SOQ - DC MTPU.pdf
Scoring Sheet - DC Master Transportation Plan Update.pdf

UPDATE TO THE 2017 DOUGLAS COUNTY MASTER TRANSPORTATION PLAN

CONTRACT FOR PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KIMLEY-HORN

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Kimley-Horn, Nevada Business ID #: NV19911015458 ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is signed by the last Party to sign the Contract ("Effective Date"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until December 31, 2027, or until the Products to be Provided and Services to be Performed under Paragraph 2 have been completed, whichever is earlier.. Performance will be in accordance with mutually agreed-to schedules.

2. PRODUCTS TO BE PROVIDED AND SERVICES TO BE PERFORMED. The Parties agree that Contractor will provide the following products and/or perform the following services: update the 2017 Douglas County Master Transportation Plan.

The products and services to be provided are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto. The work shall generally follow the Project Schedule attached as Exhibit B hereto as adjusted for the actual Notice to Proceed date.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the products and services set forth in Paragraph 2 on a time and materials basis or lump sum for a total cost not to exceed One Hundred Fifty Thousand Dollars ($150,000) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period,

cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, its associates 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 Nevada Revised Statutes (NRS) 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas County employee and that there shall be no:

1. Withholding of income taxes by the County.
2. Industrial insurance coverage provided by the County.
3. Participation in group insurance plans which may be available to employees of the County.
4. Participation or contributions by either the independent contractor or the County to the public employees' retirement system.
5. Accumulation of vacation leave or sick leave.
6. Unemployment compensation coverage provided by the County.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Contract.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the 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 Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Contract.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Contract.
i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

> *Kimley-Horn has entered into a contract with Douglas County to perform services through approximately December 31, 2027, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627; and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*
>
> *The certificate and notice should be mailed to:*
>
> *Douglas County*
> *Community Development*
> *ATTN: County Engineer*
> *Post Office Box 218*
> *Minden, Nevada 89423*

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

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

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

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, and work performed under this Contract shall be free of negligent errors for a period of 365 days following the completion of such work, and the services and installation will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications and requirements set forth in this Contract. This term shall not be construed as a limitation on any other remedies that might be available to the County.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor, provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. LICENSING. Contractor agrees to maintain any required licenses and certifications to perform any services for County, including but not limited to, Registered Professional Engineer in good standing with the State of Nevada, NV State Business License. The failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

9. LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for General Liability and Automobile Liability arising from Contractor's performance of work pursuant to this Contract. This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

a. **General Liability Insurance.** Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses form each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

10. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, Exhibit A and Exhibit B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

12. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

14. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

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

16. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or

supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Provided, however, that the Consultant shall be allowed to retain one copy of all documents relied upon or produced in the performance of professional services. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

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

18. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, to the extent caused by, the negligent acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, , except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of

whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section 17 shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

19. MODIFICATION OF CONTRACT. The Contract and the 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.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

22. NO BOYCOTT. If the annual amount required to perform this Contract (identified in Paragraph 3 of this Contract) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065(5).

23. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

24. THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

26. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

27. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Community Development
Attn: County Engineer
Post Office Box 218
Minden, Nevada 89423

To Contractor: Kimley-Horn
Attn: Devin Moore, PhD, PTE, PTOE, RSP$_2$
6671 Las Vegas Boulevard, Suite 320
Las Vegas, NV 89119

28. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

CONTRACTOR

By: _____

Name: Devin Moore Date 8/21/2026
Title: Associate

DOUGLAS COUNTY

By: _____

Name: Jenifer Davidson Date
Title: County Manager

Exhibit A - Scope of Services

Douglas County Master Transportation Plan (MTP) Update

The Consultant will provide the scope of services summarized below.

Task 0 – Project Management

0.1 Project Administration and Scheduling

The Consultant will provide routine project administration necessary to manage scope, schedule, budget tracking, internal team coordination, and recordkeeping.

0.2 Project Initiation and Coordination

This task includes a project kickoff meeting with the County to discuss confirmation of scope and assumptions, project tasks, review protocols, points of contact, and data needs and sources. Included in this task is coordination with the project team (30-minute, monthly meetings for 12 months) necessary to support task delivery, and attendance at two public workshops.

0.3 Quality Assurance / Quality Control

As part of the project, the Consultant will implement internal quality assurance and quality control procedures for major technical work products and deliverables prior to submittal to the County. QA/QC activities will include appropriate technical review, editorial review, and consistency checks.

0.4 Monthly Reporting and Invoicing

The Consultant will prepare and submit brief monthly progress reports and invoices summarizing work completed during the billing period. Monthly invoices will include direct expense receipts, if any, and an hourly accounting of staff's time.

Task 1 – Collect and Review Background Information

1.1 Existing Planning Document Review

The Consultant will review identified existing plans, standards, and guidelines relevant to the MTP update, as listed below and confirmed with the County at the outset of the project:

- 2017 Douglas County Transportation Plan
- 2020 Douglas County Master Plan (as it relates to transportation)
- 2018 Minden and Gardnerville Plan for Prosperity (with reference to the Town of Genoa)
- 5-Year Transportation Plan for Douglas County, Nevada
- Connections 2050: Regional Transportation Plan/Sustainable Communities Strategy, Tahoe Regional Planning Agency (as it relates to Douglas County transportation)
- 2007 US 395 Southern Sierra Corridor Study
- 2014 Douglas County Bicycle Plan
- CAMPO 2050 Regional Transportation Plan

- CAMPO TDM Validation Report (2020)
- CAMPO FFY 2025-2028 Transportation Improvement Program
- Carson City Safe Routes to School Action Plan (2025)
- 2025 Envision Carson City Master Plan
- Lyon County Comprehensive Master Plan, Chapter 4: Transportation
- 2025 Alpine County Regional Transportation Plan
- 2024 Mono County Regional Transportation Plan

1.2 Agency Interviews

This task includes preparation of interview questions for in-person interviews with the following Douglas County agencies that provide transportation-related services:

- Douglas Area Rural Transit (DART)
- Non-emergency medical transportation (NEMT) providers
- Douglas County School District Transportation Department

Interview topics will be tailored to each agency, as applicable, and will be limited to issues or successes relating to the following planning-level topics:

- Agency-specific transportation issues and coordination needs
- Known system deficiencies and operational constraints
- Safety concerns and documented unmet transportation needs
- Current circulation patterns, key thoroughfares, and existing transit services

Interview findings will be summarized into a matrix that identifies needs and gaps based on the interview discussions.

1.3 Transit Ridership and Data Review

This task includes a high-level review of available transit information to document current conditions and identify key constraints. The County will provide the following data:

- Existing transit routes and service coverage
- Available ridership data and documented usage trends
- Existing physical and geographic constraints affecting connectivity, including topographic barriers, railroads, river crossings, floodplains, and conservation areas

The Consultant will document identified constraints to develop planning-level strategies to expand the existing transportation network to meet future needs as part of Task 6. This task is limited to a planning-level review of available data and does not include development of detailed service plans, operational analyses, or implementation strategies.

1.4 Existing Conditions Technical Memorandum

The Consultant will prepare an Existing Conditions Technical Memorandum summarizing the key findings from the background document review in Task 1.1, agency interviews in Task 1.2, and transit data review completed under Task 1.3. The memorandum will provide a reference for subsequent plan development and will include

citations to source documents and relevant sections of the previous MTP. Additionally, files of all resources and data reviewed will be provided to the County as a "data repository" for future use.

Task 1 Deliverables

- List of reviewed plans, standards, and guidance documents
- Repository of all data collected and reviewed
- Existing Conditions Technical Memorandum documenting Task 1 findings with citations to source materials and relevant sections of the previous MTP
  - Summary of key findings from the document review
  - Summary of agency interview input, including key transportation issues, coordination needs, and identified constraints
  - Summary of available transit routes, service coverage, ridership information, and documented connectivity constraints

Task 2 – Update Chapter 1: Introduction

2.1 Existing Chapter 1 Review

This task includes a review of the previous MTP Chapter 1 to confirm and update content and references. The review will focus on identifying outdated information, references, and minor text revisions needed to align Chapter 1 with the current 2020 Douglas County Master Plan, Chapter 5.

2.2 Chapter 1 Revision

Based on the review, the Consultant will prepare a redlined update to Chapter 1 showing identified revisions to content, references, and text. Revisions will be incorporated into the chapter following County review and approval.

Task 2 Deliverables

- Redlined Chapter 1 identifying recommended and reference updates for County review
- Updated Chapter 1 reflecting County-approved revisions with additional updates at the end of the project to incorporate updates made in other tasks

Task 3 – Update Chapter 2: Historic and Projected Growth

3.1 Growth Data Collection and Analysis

This task includes a review, compilation, and comparison of available growth-related data from existing public and County-provided sources to support a planning-level update to Chapter 2. Data sources reviewed will include:

- 2024 Census data, County Assessor data regarding the location of housing constructed between April 2014 and 2024
- Tabulation of residential permits issued by the County since January 2021
- 2020 Master Plan, Chapter 4 – Growth Management and Housing
- 2020 Master Plan, Executive Summary on Population

- The State Demographer's forecasts for growth
- Employment data obtained from the Nevada Department Employment, Training and Rehabilitation (DETR)

To support this task, the County will provide the following data to assist in the determination of an appropriate analysis growth rate:

- A tabulation of the annual residential permits issued by the County from January 2021 through December 2025, categorized as single family residential, multi-family residential, and mobile homes.
- An updated list of Tentatively Approved Residential Subdivisions and planned units/housing intensities for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- An updated list of approved Specific Plans for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- A copy of the Board action regarding changes to the Traffic Analysis Zones (TAZs) in northern Douglas County.

This task does not include preparation of new demographic forecasts, parcel-level entitlement analysis beyond available records, or independent land use policy evaluation.

3.2 Growth Scenario Development

Using the information compiled under Task 3.1, the Consultant will develop and test up to three planning-level growth scenarios for comparison in the transportation planning process. Three example planning-level growth scenarios could include:

- Very Slow Growth (based on the State Demographer's forecast)
- Low Growth (1% per year)
- Historic Growth (1.39% per year)

Task 3 Deliverable

- Updated Chapter 2 reflecting summarized historical growth trends, available data, and County-approved growth assumptions

Task 4 – Update Chapter 3: Douglas County / Carson City Travel Demand Model

4.1 Existing Model Review

This task includes a review of the existing 2024 Douglas County/Carson City travel demand model to confirm the model structure, network coding, available scripts, zone system, and interface assumptions needed for updating the future-year 2036 and 2050 models. The review will identify future-year model input updates needed to reflect current and forecasting year conditions, and any technical issues affecting migration to the current TransCAD version. This task is limited to review and documentation of the existing model platform and does not include development of a new model framework,

evaluation, estimation, or modification of the existing model and parameters, updating the model to a new base year, or a comprehensive model rebuild.

4.2 Data Collection

This task includes review of available data from the County, NDOT, CAMPO, previously prepared studies, and other accessible sources needed to support a planning-level update of the future year models. Data collection will be limited to inputs reasonably necessary to refresh the future year model and to bridge the gap in model input between the model base year and current existing conditions. Collected data will include the following:

- Recent and historical Average Daily Traffic (ADT) counts as available
- Roadway geometrics, functional classification and number of through lanes for existing conditions
- Roadway projects completed between the model base year and current year
- List of committed projects
- Existing and committed public transit routes and schedules (if needed by the existing model components)
- Existing and committed bike routes and pedestrian paths by the County and the State (if needed by the existing model components)
- Existing and committed school locations and student enrollment information (if needed by the existing model components)

4.3 New Traffic Counts

This task includes collection of turning movement counts at up to 12 mutually agreed upon intersections during the AM, mid-day, and PM peak hours to supplement available count data for model validation. Intersection locations will be selected with the County based on data gaps and planning relevance.

4.4 Future Year Model Update and E+C Model Runs

Using the existing 2024 model as the starting point, the Consultant will migrate the Douglas County/Carson City travel demand model to the current TransCAD version. The future year 2036 and 2050 model update the process will include:

- Develop future year demographic and employment input data forecasts for the model interim year 2035 and horizon year 2050 based on the preferred growth target and rate established in Task 3
- Future year school locations and enrollment growth forecasts if needed by the existing model components
- Future year external trip forecasts based on historical growth rate at each external station.
- Existing + Committed (E+C) highway network development based on the E+C project list collected in Task 4.3;
- Existing + committed transit network and bike/pedestrian paths if needed by the existing model components

The model update will be limited to a planning-level refresh of the future year input data needed to support analysis. This task does not include modification of existing model structure, components, coefficients, or parameters. This task does not include updating the existing model to a new base year or expansion of the model beyond the existing study area framework.

Using the updated future year model, the Consultant will conduct future year model runs using the E+C network. Future traffic volumes and roadway segments level of service (LOS) will be developed for the E+C scenario for deficiency analysis and development of project recommendations in Task 5.

This task includes a planning-level update to Chapter 3 and Appendix A documenting work performed on the TDM, scenario assumptions, and traffic forecast findings.

Task 4 Deliverables

- Updated TransCAD model files reflecting migration to the current software version and incorporation of County-approved input updates
- Updated Chapter 3 and supporting Appendix A text documenting the model update, validation approach, and planning-level mitigation testing completed under this task

Task 5 – Update Chapter 4: Streets and Highways

5.1 Roadway Functional Classification and Emergency Access Routes

Under this task, the Consultant will review the existing roadway functional classification for Arterials and Collectors in the 2017 MTP. Up to 10 additional key local roads as mutually agreed upon will be assessed for potential classification changes based on available data. Findings of the review will be cross-referenced with current functional classification identified by CAMPO and NDOT and detailed into a matrix containing recommendations for potential classification changes.

As part of this task, the Emergency Access Route Map will be reviewed and updated if needed, as well as an inventory of existing and proposed traffic signals on the US 395 corridor through Minden and Gardnerville, which will include the new signal at Stodick Parkway and Muller Lane/Muller Parkway at US 395.

5.2 Design Standards Evaluation

This task includes evaluation of the County's typical cross section and design standards referenced in Chapter 4 to identify planning-level updates needed to reflect current County practice, applicable adopted standards, and consistency with the MTP. The review will compare current County cross sections for arterials, collectors, and local roads for conformance with national guidance and regional practice. The review will focus on roadway type, pavement and lane width, right-of-way considerations, and cross-section application. The Consultant will prepare a summary of findings, including a list of pros and cons, to support County review and public information as deemed necessary by the project team.

5.3 LOS Threshold Volume Comparison of Methodologies

Using the available data compiled under prior tasks, a comparison of forecast planning volumes to the LOS volume thresholds currently used by the County and neighboring jurisdictions will be made. This task includes a summary table documenting existing thresholds used in Douglas County and up to three other jurisdictions.

5.4 Establish Transportation Sustainability Goals

This task includes preparation of transportation sustainability goals for Chapter 4 that address the planning-level effects of traffic growth in downtown Minden/Gardnerville focused on strategies to reduce traffic, improve walkability, and improve traffic flow. This task includes a general assessment of mobility, LOS, and pedestrian conditions within a defined downtown study area using available traffic counts from Task 4 and other collected data, as applicable, for existing conditions and forecast years 2036 and 2050. The Consultant will also complete a Pedestrian Experience Index evaluation for up to two miles of roadway using the Mineta Transportation Institute methodology and will identify planning-level strategies to improve walkability, traffic flow, and overall corridor function for inclusion in the MTP.

5.5 Traffic Forecast Model and Traffic Forecasts

As part of this task, the Consultant will apply the updated travel demand model from Task 4 to prepare planning-level traffic forecasts and a scenario matrix that identifies when roadway capacity improvements may warrant further consideration. Forecasts will be prepared for the 2036 and 2050 planning horizons using the County-approved growth assumptions from Task 3.3. Traffic will be forecast for both horizons with and without any planned or programmed projects. Forecast results will be used to identify roadway segments where capacity constraints may emerge under forecast conditions. Results will be used to index improvement projects according to anticipated timeline to help determine potential need for future funding. The Consultant will also incorporate planned roadway improvements identified during this task into the operational analysis results of the 12 intersections where new data was collected in Task 4.3. A total of six future year travel demand model runs for the following three scenarios (once for 2036 and once for 2050) will be conducted:

- No build (Existing plus committed)
- Build (with project identified based on deficiency analysis of the no-build scenario)
- Recommended (with final plan recommended projects)

5.6 Draft Policy and Procedure for Modeling Traffic Impacts from Development

This task includes preparation of a draft planning-level policy and procedure framework that allows the County to contract with other Consultants to model the effects of proposed new developments on the transportation network, design conceptual improvements, and estimate costs of the improvements that would be necessary to maintain an acceptable LOS while attributing a pro-rata share of the cost to the developer. As part of this task, the Consultant will also review existing procedures used by up to three agencies as identified in Task 1 address development-related traffic modeling and summarize relevant considerations in a technical memorandum. Based on

that review, the Consultant will prepare a draft Policy and Procedure document in the County's preferred format for inclusion in the appendix of the MTP.

Task 5 Deliverables

- Updated Chapter 4 text documenting revised roadway functional classification information, functional classification map, existing and proposed traffic signals map, emergency access route discussion and map, and planning-level design standards findings
- Summary table comparing existing LOS threshold methodologies used by the County and selected neighboring jurisdictions
- Draft transportation sustainability goals, downtown study findings, and recommended planning-level narrative for inclusion in Chapter 4
- Planning-level traffic forecast summaries and scenario screening results derived from the updated travel demand model for the no-build and one build-out scenario for use in Chapter 4 summarizing recommended projects and time frames with order-of-magnitude costs and an updated Appendix A documenting model forecast results
- Draft planning-level policy and procedure language for County review, acceptance, assignability of pro-rata costs of project mitigation, and approval regarding evaluation of development-related traffic impacts

Task 6 – Update Chapter 5: Public Transportation Element

6.1 Transit Inventory

The Consultant will compile and summarize the existing public transportation services operating within or serving Douglas County for inclusion in Chapter 5, including fixed-route, demand-response, and other publicly available transit services for which information is available from providers or the County. The inventory will document service characteristics, such as service areas, span of service, route structure, and available ridership or operating information, as applicable.

6.2 Transit Mapping

The Consultant will update planning-level transit maps for Chapter 5 showing existing routes, service areas, major destinations, transfer opportunities, and other geographic relationships necessary to describe current public transportation conditions. Mapping will be based on available GIS, provider information, and County-supplied materials, as applicable.

6.3 Transit Stop Evaluation

The Consultant will conduct a planning-level review of existing transit stop locations and general stop characteristics to identify broad accessibility, connectivity, and passenger amenity considerations appropriate for discussion in Chapter 5. The evaluation will focus on readily observable or documented conditions, including relationships to surrounding land uses, pedestrian access, and transfer function, as information is available. Recommendations aimed at reducing the number of stops in traveled lanes within

highway and other collector roads will be made. Criteria to use while considering adding new transit stops will be recommended.

6.4 Future Service Opportunities

The Consultant will identify and describe, the concept of future public transportation service opportunities appropriate for planning-level consideration based on documented needs, service gaps, growth patterns, and stakeholder input collected under prior tasks. Opportunities may include high-level route recommendations, service area expansion, or coordination opportunities identified through stakeholder interviews.

6.5 Multimodal Corridor Analysis

This task includes preparation of a planning-level assessment of the Douglas County trails plan relevant to transit access and use, focusing on the relationship between public transportation, pedestrian access, bicycle connectivity, and key activity centers within the County. Key activity centers are limited to major employers, public recreational facilities, shopping facilities, Western Nevada College, the Minden-Tahoe Airport, and the Douglas County Community and Senior Center. The analysis will be used to inform Chapter 5 narrative regarding corridor-level opportunities and constraints affecting multimodal access to transit.

Task 6 Deliverables

- Updated Chapter 5 text documenting existing transit services, planning-level stop and corridor findings, and future service opportunities
- Planning-level transit maps with population centers and key attractors for inclusion in the Public Transportation Element
- Planning-level map of existing and future multi-modal transit corridors
- Summary of planning-level recommendations and narrative updates supporting the Public Transportation Element

Task 7 – Update Chapters 6 Through 9

7.1 Chapter 6: Bicycle/Pedestrian/Trails Element Updates

Review and update the bicycle and pedestrian content of the existing MTP to reflect current conditions as documented in the 2023 Douglas County Comprehensive Trails Plan and the latest NDOT Bicycle Plan. Revisions will focus on updates to facilities, network gaps, policy references, and broad improvement considerations appropriate for Chapter 6, as applicable.

7.2 Chapter 7: Aviation Element Updates

Update the aviation-related chapter content to reference the latest Minden-Tahoe Airport plan by reference only.

7.3 Chapter 8: Funding Element Updates

This chapter will be updated by the County. The Consultant will incorporate text updates into the final document.

7.4 Chapter 9: Lake Tahoe Element Updates

Update the Lake Tahoe related chapter content to reference the latest Lake Tahoe traffic elements by reference only.

7.5 Consistency Review

The Consultant will conduct a consistency review of Chapters 6 through 9 and related plan sections to confirm that updated terminology, assumptions, cross-references, and recommendations remain aligned across the MTP. The review will address internal consistency resulting from updates completed under Tasks 1 through 7 and will support preparation of a draft plan.

Task 7 Deliverables

- Updated chapter text for Chapter 6 through Chapter 9
- Revised narrative, tables, and references needed to maintain consistency across Chapters 6 through 9
- Consistency review updates incorporated into the draft MTP

Task 8 – Final Report and Plan Adoption

8.1 Administrative Draft MTP

Compile the updated chapter text, supporting figures, tables, and appendices prepared under prior tasks into a complete administrative draft MTP for County review. The administrative draft will be formatted for review and will reflect the Consultant's recommended integration of task-level work products into a single plan document.

8.2 Final MTP

Under this task, the Consultant will prepare the final MTP incorporating one consolidated set of County-approved revisions from the review draft with documented responses and actions in matrix form to clarify revisions or actions taken to address a comment. The Consultant will finalize the document for adoption consideration.

8.3 Adoption Support

The Consultant will provide support to the County during plan adoption, including preparation of presentation-ready summary materials (up to three poster boards and one PowerPoint presentation) derived from the final plan and attendance at up to one in-person meeting with the BOCC to present the updated MTP.

Task 8 Deliverables

- Administrative draft MTP
- Comment response revisions and updated review draft following County review
- Final MTP
- Presentation-ready adoption support materials derived from the final plan

Exhibit B - Project Schedule

	Douglas County MTP	2026				2027									
		S	O	N	D	J	F	M	A	M	J	J	A	S	O
	Notice to Proceed	9/03/26													
0.0	**Project Management**														
0.1	Project Administration and Scheduling														
0.2	Project Initiation and Coordination														
0.3	QA/QC														
0.4	Monthly Reporting and Invoicing														
1.0	**Collect and Review Background Information**														
1.1	Existing Planning Document Review														
1.2	Agency Interviews														
1.3	Transit Ridership and Data Review														
1.4	Existing Conditions and Technical Memorandum														
2.0	**Update Chapter 1: Introduction**														
2.1	Existing Chapter 1 Review														
2.2	Chapter 1 Revision														
3.0	**Update Chapter 2: Historic and Projected Growth**														
3.1	Growth Data Collection and Analysis														
3.2	Growth Scenario Development														
4.0	**Update Chapter 3: Douglas County/Carson City TDM**														
4.1	Existing Model Review														
4.2	Data Collection														
4.3	New Traffic Counts														
4.4	Future Year Model Update and E+C Model Runs														
5.0	**Update Chapter 4: Streets and Highways**														
5.1	Roadway Functional Classification and Emergency Access Routes														
5.2	Design Standards Evaluation														
5.3	LOS Threshold Volume Comparison of Methodologies														
5.4	Establish Transportation Sustainability Goals														
5.5	Traffic Forecast Model and Traffic Forecasts														
5.6	Draft Policy and Procedure for Modeling Traffic Impacts from Development														
6.0	**Update Chapter 5: Public Transportation Element**														
6.1	Transit Inventory														
6.2	Transit Mapping														
6.3	Transit Stop Evaluation														
6.4	Future Service Opportunities														
6.5	Multimodal Corridor Analysis														
7.0	**Update Chapters 6 Through 9**														
7.1	Chapter 6: Bicycle/Pedestrian/Trails Element Updates														
7.2	Chapter 7: Aviation Element Updates														
7.3	Chapter 8: Funding Element Updates														
7.4	Chapter 9: Lake Tahoe Element Updates														
7.5	Consistency Review														
8.0	**Final Report and Plan Adoption**														
8.1	Administrative Draft MTP								4/23/27						
8.2	Final MTP											9/24/27			
8.3	Adoption Support												10/22/27		

Review by the County

Chapter Updates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** EPIC Construction & Design COI Team **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** CnDCerts@epicbrokers.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** New Hampshire Insurance Company 23841 **INSURER C :** Lloyd's of London 85202 **INSURER D :** Columbia Casualty Company 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1518293352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2017 Douglas County Master Transportation Plan. The County and its elected officials, employees, agents and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Douglas County
Douglas County Community Development
Post Office Box 218
Minden NV 89423

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026

forms a part of Policy No. CA4489663

issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 067-96-1230

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

CONTINUED NEXT PAGE

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by Don Bailey

Authorized Representative

Notice of Request for Qualifications
for
Update to the 2017 Douglas County Master Transportation Plan

Notice is hereby given that the Douglas County Community Development Department (County) issues this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) from all firms qualified to update, revise and extend the 2017 Douglas County Master Transportation Plan in Douglas County, Nevada. The County invites interested firms to reply to this RFQ by submitting a responsive SOQ documenting the qualifications and experience of the firm with similar projects. All SOQs must be received by the due date and time at the submittal location specified herein. Any SOQ received after the due date and time assigned will not be considered. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

Budget:	$150,000.00 (not to exceed)
Issue Date:	March 23, 2026
Due Date:	April 30, 2026 (5:00 pm local)

Submittal of Statement of Qualifications
Qualifications shall be submitted via email in PDF file format to the Project Manager at the contact listed below. Applicant shall ensure submittal is received by the Project Manager prior to the submittal deadline. Requests for Information shall also be submitted to the Project Manager via email prior to April 17th. Late submittals will not be considered.

Project Manager
Jeremy Hutchings, PE – County Engineer
Douglas County Community Development
1594 Esmeralda Avenue
Minden, NV 89410
(775) 782-9063
jhutchings@douglasnv.us

General
This RFQ does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of an SOQ in response to this request or in subsequent negotiations, or to procure a contract for the project. Notwithstanding any other provision of the solicitation, the County reserves the right to:

1) Waive any immaterial defect or informality; or
2) Reject any or all Statements of Qualifications, or portions thereof; or
3) Reissue the RFQ.

Amendments to the RFP:
The County reserves the right to amend this RFQ by an addendum at any time prior to Submittal Deadline. Addenda or amendments will be uploaded electronically on the County website https://www.douglascountynv.gov/cms/one.aspx?pageId=12874212 as soon as available. It shall be the responsibility of the consultant to include any modifications to the project from all addenda. If revisions are of such a magnitude to warrant, in the County's opinion, the postponement of the date for receipt of qualifications, an addendum will be issued announcing the new date.

I. Introduction

The County is seeking qualifications from consultants with demonstrated experience in

preparing Master Transportation Plans. The Consultant should expect to collaborate regularly with County Staff, conduct research and analysis, update technical reports and plans, cost estimate improvements, make public presentations to Douglas County Planning Commission, Regional Transportation Commission and the Douglas County Board of Commissioners.

Staff will collaborate with the Consultant; however, the Consultant is expected to provide a final stand-alone and updated document that will serve as the Douglas County Master Transportation Plan.

II. Background

The 2017 Douglas County Master Transportation Plan (MTP) serves as a long-term regional guide for implementing and coordinating transportation infrastructure. The current MTP was adopted by the Board of County Commissioners (BOCC) at their regularly scheduled meeting on April 30, 2019. Historically, the County has aimed for major updates approximately every ten years.

III. Scope of Work

See attached Exhibit A – Scope of Work.

IV. Project Schedule

The following milestones listed below are anticipated for this project. These milestones may be adjusted based on negotiations with the Consultant, Board schedules, or other unforeseen circumstances.

RFQ Issue Date:	March 23, 2026
SOQ Due Date:	April 30, 2026 (5:00 pm)
Selection Process:	May of 2026 (interviews if necessary)
Contract Negotiations:	June 2026
Contract Award:	July 17, 2026
Notice to Proceed:	July 27, 2026
Draft Plan:	February 19, 2027
Final Plan:	July 30, 2027
Board Adoption:	August 19, 2027

V. Specific Deliverables

See attached Exhibit A – Scope of Work.

VI. Preparation of State of Qualification and Scoring

Prior to submitting a SOQ, it is the responsibility of the firm to examine the entire RFQ and seek clarification of any part that may not be clear and to satisfy themselves as to the accuracy of all information and responses. Firms are advised to follow these instructions and submit only the requested information.

The SOQ shall be limited to a maximum of twenty (20) pages and organized into the categories listed below (A – D). The page count includes all pages submitted including cover sheet, table of contents, appendices etc. but does not include the cover letter. For the purposes of this RFQ a page will be defined as one side of an 8.5" x 11" sheet with a minimum font size of 12.

The SOQs will be scored by a review panel consisting of three members. Each member of the panel will score the SOQ based on a maximum of 100 points each. The score of each of the three panel members will be totaled to determine a final score for each firm submitting an SOQ. Therefore 300 points would represent a perfect score. Points will be awarded based on the responsiveness of the consultant to

each of the categories, overall experience, and qualifications to perform the work.

The County may elect to conduct in-person interviews of all, some or none of the candidates, if it deems it in the County's best interest to do so. The interviews may or may not change the final recommendation for award of contract that is made to the Board of County Commissioners, regardless of the SOQ scoring.

A. **Cover Letter (Maximum of 5 Points per panel member).**
A cover letter shall be attached to the SOQ expressing the firm's interest in the project. The letter shall be limited to a maximum of two pages (not counting toward the maximum page count of the SOQ) and provide a brief overview of the firm's history and experience; identify a single point of contact for all future correspondence; identify any potential conflicts of interest either real or perceived, if none then state accordingly; and be signed by a member of the firm capable of negotiating and entering into contracts for professional services.

B. **Project Understanding and Approach (Maximum of 35 Points per panel member).**
Demonstrate an understanding of the project scope, the intended approach to accomplishing the work within the required timeframe and an overview of the firm's total capabilities and services by providing the following:
1) An overview of the firm including its history, office location(s), principals, major clients, and total capabilities of the services offered that may include the services required to accomplish this project but may also extend to other services not specific to the project.
2) If you are teaming with a sub-consultant, touch on similar information for that firm as well.
3) Re-statement of the scope of work as you understand it based upon the material provided herein.
4) Description of the approach your firm will take to accomplishing the project.
5) Discussion on the major issues your firm has identified with the project and how you may address those issues.
6) Description of the firm's approach to overall project management including keeping to project schedules, quality control and quality assurance of deliverables and tracking invoices.
7) A project schedule (Gannt style format) demonstrating completion of the deliverables to coincide with the project schedule listed above.

C. **Firm's Project Experience (Maximum of 30 Points per panel member).**
Firm experience shall be demonstrated by providing examples of two types of projects: successful and unsuccessful. Typically, firms like to present projects that were successfully completed and that is important. However, not all projects go as planned and how a firm handles a project that goes awry provides significant insight for the selection panel. Accordingly, provide the firm's project experience with both successful and unsuccessful projects as follows:
1) Successful projects. Identify at least two discreet projects the firm has successfully completed (or been involved with) within the past five years, similar in scope to the subject project. For each project identified, provide the following information:
   (i) Description of project.
   (ii) Role of the firm in the project. Identify if the firm was the prime consultant or a sub-consultant.
   (iii) The project's original contract budget and schedule.
2) Unsuccessful projects. Identify at least one project the firm was involved with that did not go exactly as planned. The identified project does not necessarily

have to be related to the scope for this project; however, it should demonstrate a conflict between the firm and another party and how the firm resolved the issue. A specific project name is not needed to keep from disclosing possibly sensitive information. This item is intended to give the selection panel an idea of how the firm solves problems when things go awry. Describe the circumstances that caused the project to go awry in general terms. Most importantly, describe what the firm did to resolve the issue. Avoid the use of specific names of people, companies, lawsuits, settlement amounts etc. or other sensitive information.

D. **Personnel Experience and Availability (Maximum of 30 Points per panel member).** Demonstrate the experience and availability of the personnel that will be assigned to work on and manage the project by providing the following information:
   1) Organizational chart showing the firm's key personnel and sub-consultants as may be appropriate and the respective roles of the team members.
   2) Resumé of key personnel and sub-consultants that will work on or manage the project.
   3) Registrations, certificates, and other formal qualifications. To be considered for the award of this project, each firm needs to have at least one key personnel to hold a current registration as a Professional Engineer in the State of Nevada.
   4) Capacity/availability of key personnel and sub-consultants to perform the work.

VII. Appendix

A. Scope of Work

B. Sample Contract

C. 2017 Douglas County Master Transportation Plan (available on-line)

A. Scope of Work

Exhibit A – Scope of Work

Summary
The Scope of Work is intended to update, revise, and extend the 2017 Douglas County Master Transportation Plan (MTP), which is an element of the 2020 Douglas County Master Plan. The Consultant will prepare the update to the MTP in cooperation with County staff. The County will provide the Consultant with certain documents and data that can be utilized in preparing the update. The updated MTP will replace the existing MTP in its entirety. The Consultant will be expected to provide a complete stand-alone document that can be directly adopted by the County. Deliverables are expected to be made in digital and hard copy formats that will become the property of the County.

The Consultant will be responsible for project management, monitoring activities, schedule and budget. The Consultant will attend project meetings with the County, project stakeholders, and two (2) public workshops. The Consultant will be expected to provide monthly status reports that include meeting minutes that occurred over the reporting period. The project consists of seven specific tasks to update the existing MTP summarized as follows:

1. Collect and review background information
2. Update Chapter 1, Introduction
3. Update Chapter 2, Historic and Projected Growth
4. Update Chapter 3, Douglas County/Carson City Travel Demand Model
5. Update Chapter 4, Streets and Highways
6. Update Chapter 5, Public Transportation Element
7. Update Chapters 6 through 9.

The specific scope for each task is further defined below.

Task 1 – Collect and review background information

It is necessary for the Consultant to be familiar with the existing planning documents and studies that may influence the preparation of the new MTP. Accordingly, the work associated with this task will include the following relevant documents prepared by or for Douglas County:

- The 2017 MTP, including any amendments since its adoption on April 20, 2019.
- Review relevant documents prepared by or for the towns of Minden, Gardnerville and Genoa.
- Review relevant documents prepared by or for the Nevada Department of Transportation (NDOT). These will include the 2007 US 395 Southern Sierra Corridor Study and the 2014 Douglas County Bicycle Plan.
- Review relevant documents prepared by or for the Carson Area Metropolitan Planning Organization (CAMPO). These will include the CAMPO 2050 Regional Transportation Plan, The CAMPO Travel Demand Model Validation Report (2020), and the CAMPO FFY 2025-2028 Transportation Improvement Program. The Consultant will obtain these documents.
- Review the Transportation Master Plan documents for the governmental entities that are contiguous with Douglas County. These will include Carson City, Lyon County, Alpine County, Mono County and Alpine County. Placer and El Dorado Counties are excluded from this list because the current and updated MTP is not intended to address transportation issues within the Lake Tahoe Basin.

- Conduct interviews with key personnel within Douglas County agencies providing transportation to county residents in an effort to identify problems, deficiencies, issues, and objectives related to the circulation and thoroughfare system and transit system.
- Review information regarding transit routes and ridership data, and thoroughfare constraints including topographic barriers, railroads, river crossings, floodplains and conservation areas. The Consultant will rely on the County to provide this information.
- Identify existing traffic operation and/or safety problems based on review of the collected data, observations, and interviews with County staff.

Task 1 Deliverables:
Consultant will provide a written technical memorandum that identifies the documents obtained from the various entities and summarizes key information contained in the documents that should be considered during preparation of the updated MTP.

Task 2 – Update Chapter 1, Introduction
This chapter will change little. All information will be updated to current status consistent with the information provided; updates made to other chapters; and the 2020 Douglas County Master Plan, Chapter 5 – Public Facilities, Services & Recreation.

Task 2 Deliverables:
An updated chapter consistent with the overall update to the MTP.

Task 3 – Update Chapter 2, Historic and Projected Growth
The Consultant will review relevant existing documents and data related to historic and projected rates of growth in Douglas County. These will include the following:

- 2024 Census data, County Assessor data regarding the location of housing constructed between April 2014 and 2024.
- Tabulation of residential permits issued by the County since 2017.
- 2020 Master Plan, Chapter 4 – Growth Management & Housing.
- 2020 Master Plan, Executive Summary on Population.
- The State Demographer's forecasts for growth.
- Employment data obtained from the Nevada Department of Employment, Training and Rehabilitation (DETR).

Following review of this information and with input from Douglas County staff, the Consultant will model three levels of growth to determine their impacts on the transportation network. The growth scenarios to be tested will include:

- Very Slow Growth (based on the State Demographer's forecast), and
- Low Growth (1% per year or TBD), and
- Historic Growth (1.39% or TBD)

Following analysis of the modeling, the Consultant will advise County staff of the impacts of each potential growth rate and obtain direction from staff regarding selection of an appropriate growth rate for future model scenarios.

The County will provide the Consultant with the following items:

- A tabulation of the annual residential permits issued by the County from 2017 through 2025, categorized as single family residential, multi-family residential, and mobile homes.
- An updated list of Tentatively Approved Residential Subdivisions for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- An updated list of approved Specific Plans for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- A copy of the Board action regarding changes to the Traffic Analysis Zones (TAZs) in northern Douglas County.

Task 3 Deliverables:
Updated Chapter 2 of the MTP, including identification of the growth rate that will be utilized in the TransCAD Model.

Task 4 – Use the Updates Douglas County/Carson City Travel Demand Model created by Wood Rodgers 2024
A substantial amount of data will be provided in the counties' travel demand model. The County will provide much of the data and any additional needs through its GIS department in the form of electronic files for incorporation into the TransCAD model.

Data Collection
At a minimum, the Consultant will collect the following data from Douglas County and other relevant sources:

- Recent peak hour turning movement counts at major intersections as available.
- Recent Average Daily Traffic (ADT) counts as available.
- Parcel-based household and employment data.
- Roadway geometrics for existing and expected future conditions and connections that will help future demand reductions.
- Roadway rights-of-way.
- Public Transit routes and schedules.
- Bike routes and pedestrian paths by the County and the State.

It is understood that technical analysis will focus on planning level roadway activities and reflect the most recent data for all modes of travel to allow for the validation of the updated traffic model. The Consultant will utilize existing traffic counts to the extent available, including NDOT counts. Turning movement counts will be collected from previously published traffic impact studies. New AM, mid-day and PM peak hour counts will be collected at 12 key intersections. The Consultant will also review all available land use databases and zoning requirements affecting existing and future land use that will need to be accounted for in subsequent traffic forecasts.

Model Update and Validation
The Consultant will utilize the 2024 Douglas County Travel Demand Model which uses TransCAD Version software and update this model to utilize to current TransCAD Version software. The Douglas County model includes the Carson City CAMPO area. The consultant should identify and locate proposed roads connections to reduce the impact on the roads that are showing signs of capacity problems.

When completed, the updated Douglas County Model will provide a basis to project future traffic volumes and provide the ability to assess traffic impacts throughout the County. In addition, it will allow for general plan circulation element level of examination regarding the ability of the future roadway network to accommodate growth.

Task 4 Deliverables:
Appendix A of the 2017 MTP documenting the Douglas County/Carson City Travel Demand Model will be updated to reflect the results of the new data collection and model validation efforts.

A section of the report will address model validation, and conformance of the traffic assignment validation to industry standards (NDOT Traffic Forecasting Guidelines, CAMPO Guidelines, Consistency Thresholds, August 2025).

Task 5 – Update Chapter 4, Streets and Highways

The Consultant will work closely with Douglas County during each task within this phase to ensure compatibility with County objectives. Major tasks within the work phase include:

Roadway Functional Classifications
All roads that are identified in the 2017 MTP as arterials and collectors will be assessed to verify their functional classification. Key local roads will also be assessed for potential classification changes, and recommendations shall be provided to the county for presentations to the public for input. CAMPO's plan will be reviewed and incorporated where needed and relevant to Douglas County. The NDOT Functional Classification Map for Douglas County will be reviewed as a part of this assessment and incorporated as needed. Any inconsistencies between the recommended functional classifications and the current NDOT Functional Classification Map for Douglas County will be identified so that the County can pursue changes to the NDOT maps. These roadways will be mapped by the consultant and provided to Douglas County GIS with the maps included in the MTP.

Design Standards
The Consultant will review the County's typical cross section details for arterials, collectors and local roads for conformance with national standards and comparison to regional practices, and make recommendations of various other options for the future development in Douglas County that can be presented during the public works shops for input and direction by the public. The review will focus on the potential for narrowing pavement widths, lane widths, and right of ways, and will identify the associated pros and cons. The Consultant will provide a report summarizing the findings of the review for the use of public information and input during public workshop and other survey products the County may pursue through this process and ultimately use in updating the Douglas County Design Standards. This report will be included in the Appendix of the updated MTP.

LOS Threshold Volumes Comparison of Methodologies *(Table 4.5)*
This table will be updated with current neighboring jurisdiction information for comparison with Douglas County's threshold volumes.

Establish Transportation Sustainability Goals

Increasing traffic in the downtown Minden/Gardnerville area impacts mobility, Level of Service, and the pedestrian experience. The Consultant will assess traffic in the downtown Minden/Gardnerville area and identify strategies to reduce traffic, improve walkability, and improve traffic flow.

Traffic Forecast Model and Traffic Forecasts

The Consultant will update the matrix of all scenarios assessed that define under what set of conditions road capacity increases will be warranted. These scenarios will be run on the current network without any planned projects. The result of the analysis will in turn define which improvements are needed in the near term (2026 to 2035), and which improvements may be needed in the long term (2036 to 2050) depending on actual growth experienced in the study area, and the level of trip making recovery.

The road projects will then be sorted to determine the probability of need for funding and implementation. The matrix analysis will be conducted using the travel demand model and planning level LOS thresholds.

Following the update and validation of the Douglas County Traffic Model, traffic projections and level of service performance for County roadway segments will be generated for the 2025 and 2050 planning horizons as identified above. The product of this task will be projections which reflect future growth as envisioned by the 2020 Douglas County Master Plan. It will include projections both with and without planned and programmed roadway improvements. Additional projections based on alternative development scenarios will remain possible due to the flexibility of the model, but shall constitute additional work not covered by this scope.

The traffic projections and LOS performance results will be utilized to identify any shortfalls which may exist with respect to the ability of planned and programmed roadway improvements to accommodate future traffic growth. The consultant will incorporate the plan into the 12 intersections and tables of needed improvements with estimated capital and maintenance costs over the next 25 years.

Draft a Policy & Procedure for Modeling Traffic Impacts from Development

The County desires to establish a policy and procedure whereby the County can contract with a Consultant to model the effects of proposed new developments on the transportation network, design conceptual improvements and estimate costs of the improvements that would be necessary to maintain an acceptable LOS and attribute a pro-rata share of the cost to the development. The costs for running the post-project model would be paid by the developer.

The Consultant will investigate how other regional governmental agencies are addressing the modeling of proposed new development, provide a written letter memorandum summarizing this information, and draft a Policy and Procedure similar in format to the County's existing Policies and Procedures. The draft P&P will be included in the appendix to the updated MTP for future use by Douglas County staff in obtaining approval of the Douglas County Board of Commissioners.

Task 5 Deliverables:

- A draft working paper describing all activities and results will be submitted. Results of traffic projections for years 2025 and 2050 will be provided for both no-build and one build-out scenario. Based on comments and direction received from Douglas County,

this deliverable will become part of the final updated MTP document. The revised Douglas County TransCAD Model files will be transferred to the County. The County would need to acquire its own license to operate the model if it desires to perform in-house modeling. Warranty of the model would be provided by the software purveyor.

- Updated Roadway Functional Classification Map (figure 4.1 of 2017 MTP)
- Updated Figure 4.4: Existing and Proposed Traffic Signals in the US 395 Corridor through Minden and Gardnerville. Showing new signal at Stodick parkway and Muller Lane / Muller parkway at US 395 intersection.
- Updated Emergency Access Route map.
- Prepare maps and tables summarizing the recommended projects and time frames with order-of-magnitude cost estimates.
- Updated Appendix A – Douglas County/CAMPO (Carson City) combined Travel Demand Model Final Report.
- Updated Appendix A – Draft policy & procedure for modeling traffic impacts from development and assigning any pro-rata costs of needed improvements to mitigate impacts from development.

Task 6 – Update Chapter 5, Public Transportation Element

The updated Public Transportation Element will summarize existing transit services and identify potential new services to enhance mobility and encourage tourism. Develop standard criteria to add new service facilities / stops. Reduce the number of stops in traveled lanes within the highway and other collector roads. The overall investigation under this task will be at a general level of detail and prepare a map identifying these locations for standard bus stops today and proposed locations for future development. Summarize the existing transit services within Douglas County and identify the potential for new transit routes based on the current and future distribution of housing in the Carson Valley.

Identify existing and future multi-modal transit corridors

The Consultant will review the Douglas County trails plan and coordinate mapping and language in this report to key attractors will also be considered, including major employers, public recreational facilities, shopping facilities, Western Nevada College, the Douglas County Airport and the Douglas County Community and Senior Center.

Task 6 Deliverables:

- Map of existing transit routes showing population centers and key attractors.
- Map of existing and future multi-modal transit corridors.

Task 7 – Update Chapters 6, 7, 8 and 9

These chapters will change little. Chapter 6 will be updated to incorporate the 2023 Douglas County Comprehensive Trails Plan by reference and also the latest Bicycle Plan by the Nevada Department of Transportation. Chapter 7 will be updated to incorporate the latest Minden-Tahoe Airport plan by reference. Chapter 8 will be updated by the County, and the consultant will incorporate the text updates into the final document. Chapter 9 will be updated to incorporate the latest Lake Tahoe traffic elements by reference.

Task 7 Deliverables:

Updated chapters consistent with the overall update to the MTP.

B. Sample Contract

A CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

[CONTRACTOR NAME]

[PROJECT NAME]

This Contract for Professional Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and [Contractor Name], Nevada Business ID #: [Number] ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is signed by the last Party to sign the Contract ("Effective Date"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until [Expiration Date], or until the Services to be Performed under Section 2 have been completed, whichever is earlier. Time is of the essence in this Contract.

2. SERVICES TO BE PERFORMED. The Parties agree that Contractor perform the following services: [General Description of Services].

The services to be provided are more particularly described and shall be completed in accordance with the requirements set forth in [Exhibit A] hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Section 2 on a [choose one: time and materials basis *or* lump sum basis] for a total cost not to exceed [AMOUNT WRITTEN OUT] ($[amount as number]) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Section 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, its associates, employees and subcontractors shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas County employee and that there shall be no:

a. Withholding of income taxes by the County.
b. Industrial insurance coverage provided by the County.
c. Participation in group insurance plans which may be available to employees of the County.
d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system.
e. Accumulation of vacation leave or sick leave.
f. Unemployment compensation coverage provided by the County.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Contract.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the 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 Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Contract.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Contract.
i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a

certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

> *[Contractor Name] has entered into a contract with Douglas County to perform services through approximately [Date] and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627; and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*
>
> *The certificate and notice should be mailed to:*
>
> *Douglas County*
> *[Department Title]*
> *ATTN: [Department Director Title]*
> *Post Office Box 218*
> *Minden, Nevada 89423*

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

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

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

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents with respect to any services provided under this Contract that the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications and requirements set forth in this Contract. This term shall not be construed as a limitation on any other remedies that might be available to the County.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the

breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor, provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. LICENSING. Contractor agrees to maintain any required licenses and certifications to perform any services for County, including but not limited to, [Name of any required license(s), e.g., NV State Business License, NV State Contractor's Board License, etc.]. The failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

9. LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for all liability arising from Contractor's performance of work pursuant to this Contract. This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

a. **General Liability Insurance.** Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.
b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.
c. **Professional Liability (Errors and Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim

and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the Services required by this Contract.

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses form each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

10. NON-APPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and [Exhibit A and Exhibit B, C, etc., if applicable]. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of [Exhibit A then Exhibit B, then Exhibit C, etc., if applicable].

12. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

14. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

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

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

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

18. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of

this Contract, including the Indemnitee's active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

19. MODIFICATION OF CONTRACT. The Contract and the attached Exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

22. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.§ 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 49 U.S.C. § 5332, and any other applicable Federal or State non-discrimination laws, Contractor agrees that it will not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

23. ANTI-BOYCOTT. If the annual amount required to perform this Contract (identified in Section 3) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065(5).

24. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

25. THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

27. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

28. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

FOR DOUGLAS COUNTY:
[Community Development - Engineering]
Attn: Jeremy J. Hutchings, PE
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-9063
Email: jhutchings@douglasnv.us

FOR CONTRACTOR:
[Business Name]
Attn: [Project Manager]
[Address Line 1]
[Address Line 2]
[City, State, Zip Code]
Ph: [(775) xxx-xxxx]
Email: [email address]

29. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

[Contractor Business Name]

_____ _____

[Name] Date
[Title]

Douglas County

_____ _____

[Jenifer Davidson] Date
County Manager

Exhibit A

Exhibit A – Scope of Work

Summary
The Scope of Work is intended to update, revise, and extend the 2017 Douglas County Master Transportation Plan (MTP), which is an element of the 2020 Douglas County Master Plan. The Consultant will prepare the update to the MTP in cooperation with County staff. The County will provide the Consultant with certain documents and data that can be utilized in preparing the update. The updated MTP will replace the existing MTP in its entirety. The Consultant will be expected to provide a complete stand-alone document that can be directly adopted by the County. Deliverables are expected to be made in digital and hard copy formats that will become the property of the County.

The Consultant will be responsible for project management, monitoring activities, schedule and budget. The Consultant will attend project meetings with the County, project stakeholders, and two (2) public workshops. The Consultant will be expected to provide monthly status reports that include meeting minutes that occurred over the reporting period. The project consists of seven specific tasks to update the existing MTP summarized as follows:

1. Collect and review background information
2. Update Chapter 1, Introduction
3. Update Chapter 2, Historic and Projected Growth
4. Update Chapter 3, Douglas County/Carson City Travel Demand Model
5. Update Chapter 4, Streets and Highways
6. Update Chapter 5, Public Transportation Element
7. Update Chapters 6 through 9.

The specific scope for each task is further defined below.

Task 1 – Collect and review background information

It is necessary for the Consultant to be familiar with the existing planning documents and studies that may influence the preparation of the new MTP. Accordingly, the work associated with this task will include the following relevant documents prepared by or for Douglas County:

- The 2017 MTP, including any amendments since its adoption on April 20, 2019.
- Review relevant documents prepared by or for the towns of Minden, Gardnerville and Genoa.
- Review relevant documents prepared by or for the Nevada Department of Transportation (NDOT). These will include the 2007 US 395 Southern Sierra Corridor Study and the 2014 Douglas County Bicycle Plan.
- Review relevant documents prepared by or for the Carson Area Metropolitan Planning Organization (CAMPO). These will include the CAMPO 2050 Regional Transportation Plan, The CAMPO Travel Demand Model Validation Report (2020), and the CAMPO FFY 2025-2028 Transportation Improvement Program. The Consultant will obtain these documents.
- Review the Transportation Master Plan documents for the governmental entities that are contiguous with Douglas County. These will include Carson City, Lyon County, Alpine County, Mono County and Alpine County. Placer and El Dorado Counties are excluded from this list because the current and updated MTP is not intended to address transportation issues within the Lake Tahoe Basin.

- Conduct interviews with key personnel within Douglas County agencies providing transportation to county residents in an effort to identify problems, deficiencies, issues, and objectives related to the circulation and thoroughfare system and transit system.
- Review information regarding transit routes and ridership data, and thoroughfare constraints including topographic barriers, railroads, river crossings, floodplains and conservation areas. The Consultant will rely on the County to provide this information.
- Identify existing traffic operation and/or safety problems based on review of the collected data, observations, and interviews with County staff.

Task 1 Deliverables:
Consultant will provide a written technical memorandum that identifies the documents obtained from the various entities and summarizes key information contained in the documents that should be considered during preparation of the updated MTP.

Task 2 – Update Chapter 1, Introduction
This chapter will change little. All information will be updated to current status consistent with the information provided; updates made to other chapters; and the 2020 Douglas County Master Plan, Chapter 5 – Public Facilities, Services & Recreation.

Task 2 Deliverables:
An updated chapter consistent with the overall update to the MTP.

Task 3 – Update Chapter 2, Historic and Projected Growth
The Consultant will review relevant existing documents and data related to historic and projected rates of growth in Douglas County. These will include the following:

- 2024 Census data, County Assessor data regarding the location of housing constructed between April 2014 and 2024.
- Tabulation of residential permits issued by the County since 2017.
- 2020 Master Plan, Chapter 4 – Growth Management & Housing.
- 2020 Master Plan, Executive Summary on Population.
- The State Demographer's forecasts for growth.
- Employment data obtained from the Nevada Department of Employment, Training and Rehabilitation (DETR).

Following review of this information and with input from Douglas County staff, the Consultant will model three levels of growth to determine their impacts on the transportation network. The growth scenarios to be tested will include:

- Very Slow Growth (based on the State Demographer's forecast), and
- Low Growth (1% per year or TBD), and
- Historic Growth (1.39% or TBD)

Following analysis of the modeling, the Consultant will advise County staff of the impacts of each potential growth rate and obtain direction from staff regarding selection of an appropriate growth rate for future model scenarios.

The County will provide the Consultant with the following items:

- A tabulation of the annual residential permits issued by the County from 2017 through 2025, categorized as single family residential, multi-family residential, and mobile homes.
- An updated list of Tentatively Approved Residential Subdivisions for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- An updated list of approved Specific Plans for the Carson Valley, Topaz/Holbrook, and Tahoe Planning Areas.
- A copy of the Board action regarding changes to the Traffic Analysis Zones (TAZs) in northern Douglas County.

Task 3 Deliverables:
Updated Chapter 2 of the MTP, including identification of the growth rate that will be utilized in the TransCAD Model.

Task 4 – Use the Updates Douglas County/Carson City Travel Demand Model created by Wood Rodgers 2024
A substantial amount of data will be provided in the counties' travel demand model. The County will provide much of the data and any additional needs through its GIS department in the form of electronic files for incorporation into the TransCAD model.

Data Collection
At a minimum, the Consultant will collect the following data from Douglas County and other relevant sources:

- Recent peak hour turning movement counts at major intersections as available.
- Recent Average Daily Traffic (ADT) counts as available.
- Parcel-based household and employment data.
- Roadway geometrics for existing and expected future conditions and connections that will help future demand reductions.
- Roadway rights-of-way.
- Public Transit routes and schedules.
- Bike routes and pedestrian paths by the County and the State.

It is understood that technical analysis will focus on planning level roadway activities and reflect the most recent data for all modes of travel to allow for the validation of the updated traffic model. The Consultant will utilize existing traffic counts to the extent available, including NDOT counts. Turning movement counts will be collected from previously published traffic impact studies. New AM, mid-day and PM peak hour counts will be collected at 12 key intersections. The Consultant will also review all available land use databases and zoning requirements affecting existing and future land use that will need to be accounted for in subsequent traffic forecasts.

Model Update and Validation
The Consultant will utilize the 2024 Douglas County Travel Demand Model which uses TransCAD Version software and update this model to utilize to current TransCAD Version software. The Douglas County model includes the Carson City CAMPO area. The consultant should identify and locate proposed roads connections to reduce the impact on the roads that are showing signs of capacity problems.

When completed, the updated Douglas County Model will provide a basis to project future traffic volumes and provide the ability to assess traffic impacts throughout the County. In addition, it will allow for general plan circulation element level of examination regarding the ability of the future roadway network to accommodate growth.

Task 4 Deliverables:
Appendix A of the 2017 MTP documenting the Douglas County/Carson City Travel Demand Model will be updated to reflect the results of the new data collection and model validation efforts.

A section of the report will address model validation, and conformance of the traffic assignment validation to industry standards (NDOT Traffic Forecasting Guidelines, CAMPO Guidelines, Consistency Thresholds, August 2025).

Task 5 – Update Chapter 4, Streets and Highways

The Consultant will work closely with Douglas County during each task within this phase to ensure compatibility with County objectives. Major tasks within the work phase include:

Roadway Functional Classifications
All roads that are identified in the 2017 MTP as arterials and collectors will be assessed to verify their functional classification. Key local roads will also be assessed for potential classification changes, and recommendations shall be provided to the county for presentations to the public for input. CAMPO's plan will be reviewed and incorporated where needed and relevant to Douglas County. The NDOT Functional Classification Map for Douglas County will be reviewed as a part of this assessment and incorporated as needed. Any inconsistencies between the recommended functional classifications and the current NDOT Functional Classification Map for Douglas County will be identified so that the County can pursue changes to the NDOT maps. These roadways will be mapped by the consultant and provided to Douglas County GIS with the maps included in the MTP.

Design Standards
The Consultant will review the County's typical cross section details for arterials, collectors and local roads for conformance with national standards and comparison to regional practices, and make recommendations of various other options for the future development in Douglas County that can be presented during the public works shops for input and direction by the public. The review will focus on the potential for narrowing pavement widths, lane widths, and right of ways, and will identify the associated pros and cons. The Consultant will provide a report summarizing the findings of the review for the use of public information and input during public workshop and other survey products the County may pursue through this process and ultimately use in updating the Douglas County Design Standards. This report will be included in the Appendix of the updated MTP.

LOS Threshold Volumes Comparison of Methodologies *(Table 4.5)*
This table will be updated with current neighboring jurisdiction information for comparison with Douglas County's threshold volumes.

Establish Transportation Sustainability Goals

Increasing traffic in the downtown Minden/Gardnerville area impacts mobility, Level of Service, and the pedestrian experience. The Consultant will assess traffic in the downtown Minden/Gardnerville area and identify strategies to reduce traffic, improve walkability, and improve traffic flow.

Traffic Forecast Model and Traffic Forecasts

The Consultant will update the matrix of all scenarios assessed that define under what set of conditions road capacity increases will be warranted. These scenarios will be run on the current network without any planned projects. The result of the analysis will in turn define which improvements are needed in the near term (2026 to 2035), and which improvements may be needed in the long term (2036 to 2050) depending on actual growth experienced in the study area, and the level of trip making recovery.

The road projects will then be sorted to determine the probability of need for funding and implementation. The matrix analysis will be conducted using the travel demand model and planning level LOS thresholds.

Following the update and validation of the Douglas County Traffic Model, traffic projections and level of service performance for County roadway segments will be generated for the 2025 and 2050 planning horizons as identified above. The product of this task will be projections which reflect future growth as envisioned by the 2020 Douglas County Master Plan. It will include projections both with and without planned and programmed roadway improvements. Additional projections based on alternative development scenarios will remain possible due to the flexibility of the model, but shall constitute additional work not covered by this scope.

The traffic projections and LOS performance results will be utilized to identify any shortfalls which may exist with respect to the ability of planned and programmed roadway improvements to accommodate future traffic growth. The consultant will incorporate the plan into the 12 intersections and tables of needed improvements with estimated capital and maintenance costs over the next 25 years.

Draft a Policy & Procedure for Modeling Traffic Impacts from Development

The County desires to establish a policy and procedure whereby the County can contract with a Consultant to model the effects of proposed new developments on the transportation network, design conceptual improvements and estimate costs of the improvements that would be necessary to maintain an acceptable LOS and attribute a pro-rata share of the cost to the development. The costs for running the post-project model would be paid by the developer.

The Consultant will investigate how other regional governmental agencies are addressing the modeling of proposed new development, provide a written letter memorandum summarizing this information, and draft a Policy and Procedure similar in format to the County's existing Policies and Procedures. The draft P&P will be included in the appendix to the updated MTP for future use by Douglas County staff in obtaining approval of the Douglas County Board of Commissioners.

Task 5 Deliverables:

- A draft working paper describing all activities and results will be submitted. Results of traffic projections for years 2025 and 2050 will be provided for both no-build and one build-out scenario. Based on comments and direction received from Douglas County,

this deliverable will become part of the final updated MTP document. The revised Douglas County TransCAD Model files will be transferred to the County. The County would need to acquire its own license to operate the model if it desires to perform in-house modeling. Warranty of the model would be provided by the software purveyor.

- Updated Roadway Functional Classification Map (figure 4.1 of 2017 MTP)
- Updated Figure 4.4: Existing and Proposed Traffic Signals in the US 395 Corridor through Minden and Gardnerville. Showing new signal at Stodick parkway and Muller Lane / Muller parkway at US 395 intersection.
- Updated Emergency Access Route map.
- Prepare maps and tables summarizing the recommended projects and time frames with order-of-magnitude cost estimates.
- Updated Appendix A – Douglas County/CAMPO (Carson City) combined Travel Demand Model Final Report.
- Updated Appendix A – Draft policy & procedure for modeling traffic impacts from development and assigning any pro-rata costs of needed improvements to mitigate impacts from development.

Task 6 – Update Chapter 5, Public Transportation Element

The updated Public Transportation Element will summarize existing transit services and identify potential new services to enhance mobility and encourage tourism. Develop standard criteria to add new service facilities / stops. Reduce the number of stops in traveled lanes within the highway and other collector roads. The overall investigation under this task will be at a general level of detail and prepare a map identifying these locations for standard bus stops today and proposed locations for future development. Summarize the existing transit services within Douglas County and identify the potential for new transit routes based on the current and future distribution of housing in the Carson Valley.

Identify existing and future multi-modal transit corridors

The Consultant will review the Douglas County trails plan and coordinate mapping and language in this report to key attractors will also be considered, including major employers, public recreational facilities, shopping facilities, Western Nevada College, the Douglas County Airport and the Douglas County Community and Senior Center.

Task 6 Deliverables:

- Map of existing transit routes showing population centers and key attractors.
- Map of existing and future multi-modal transit corridors.

Task 7 – Update Chapters 6, 7, 8 and 9

These chapters will change little. Chapter 6 will be updated to incorporate the 2023 Douglas County Comprehensive Trails Plan by reference and also the latest Bicycle Plan by the Nevada Department of Transportation. Chapter 7 will be updated to incorporate the latest Minden-Tahoe Airport plan by reference. Chapter 8 will be updated by the County, and the consultant will incorporate the text updates into the final document. Chapter 9 will be updated to incorporate the latest Lake Tahoe traffic elements by reference.

Task 7 Deliverables:

Updated chapters consistent with the overall update to the MTP.

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Notice of Request for Qualifications
Update to the 2017 Douglas County Master Transportation Plan
Douglas County, NV

Issue Date:	March 23, 2026
Due Date and Time:	April 30, 2026, at 5:00 pm local
RFQ Available at:	https://www.douglascountynv.gov/cms/one.aspx?objectId=12874212
Submittal Location:	Electronic. You must receive a confirmation email from the County Engineer that your SOQ was received prior to due date and time. Email: jhutchings@douglasnv.us
Questions:	Jeremy J. Hutchings, PE County Engineer Ph: 775.782.9063 Email: jhutchings@douglasnv.us

Notice is hereby given that the Douglas County Community Development Department (County) issues this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) from all firms qualified to update, revise and extend the 2017 Douglas County Master Transportation Plan in Douglas County, Nevada.

The County invites interested firms to reply to this RFQ by submitting a responsive SOQ documenting the qualifications and experience of the firm with similar projects. All SOQs must be received by the due date and time at the submittal location specified herein. Any SOQ received after the due date and time assigned will not be considered. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

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ADVERTISEMENT
Notice of Request for Qualifications
Update to the 2017 Douglas County Master Transportation Plan
Douglas County, NV

Issue Date: March 23, 2026
Due Date and Time: April 30, 2026, at 5:00 pm local
RFQ Available at:
https://www.douglascountynv.gov/cms/one.aspx?objectId=12874212
Submittal Location: Electronic. You must receive a confirmation email from the County Engineer that your SOQ was received prior to due date and time.
Email: jhutchings@douglasnv.us

Questions: Jeremy J. Hutchings, PE County Engineer
Ph: 775-782-9063
Email: jhutchings@douglasnv.us

Notice is hereby given that the Douglas County Community Development Department (County) issues this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) from all firms qualified to update, revise and extend the 2017 Douglas County Master Transportation Plan in Douglas County, Nevada.

The County invites interested firms to reply to this RFQ by submitting a responsive SOQ documenting the qualifications and experience of the firm with similar projects. All SOQs must be received by the due date and time at the submittal location specified herein. Any SOQ received after the due date and time assigned will not be considered. All information regarding the content of the specific submittals will remain confidential until a contract is finalized, or all submittals are rejected.

463

Pub Date: March 25, April 8, 2026 **Ad # 60440**

From:	legals
To:	Coleen Thran-Zepeda
Cc:	Jeremy Hutchings
Subject:	Re: Update to the 2017 DC Master Transportation Plan Advertisement.doc Ad# 60440
Date:	Wednesday, March 18, 2026 4:29:41 PM
Attachments:	image001.png 60440.pdf

Good afternoon Coleen!

Attached you will see your proof. For this to publish in the Record Courier March 25 and April 8 the cost will be $394.50.
I will be approving this by 3pm Monday.

Thank you and I hope you have a lovely rest of your day!

Joslynn Dark
Legal Clerk
Mon – Fri 7:30am – 4:30pm
Direct Line: 775-881-1201
legals@nevadanewsgroup.com
1071 S. Carson St., Carson City, NV 89701
*Nevada Appeal * The Record-Courier * NNBW * Lahontan Valley News*

From: Coleen Thran-Zepeda <CTZepeda@douglasnv.us>
Date: Wednesday, March 18, 2026 at 3:50 PM
To: legals <legals@nevadanewsgroup.com>
Cc: Jeremy Hutchings <jhutchings@douglasnv.us>
Subject: Update to the 2017 DC Master Transportation Plan Advertisement.doc

Hi,

Could you please publish this in the RC on March 25th and April 8th, 2026?

Thank you,

Coleen Thran-Zepeda
Development Coordinator Senior
Douglas County Community Development
775-782-9012

Webite: https://www.douglascountynv.gov
Applications and permits: https://www.douglascountynv.gov/cms/one.aspx?pageId=12582622
ADU guide - https://www.douglascountynv.gov/common/pages/DisplayFile.aspx?itemId=18473297
SFD guide - https://www.douglascountynv.gov/common/pages/DisplayFile.aspx?itemId=18473301
Title 20: https://dcnvda.org/CountyCodes.aspx
GIS public viewer: https://douglasnvgis.maps.arcgis.com/home/index.html
GIS Order Form: https://survey123.arcgis.com/share/4cb60af3c7bb465d995424a8e80a577f?portalUrl=https://DouglasNVGIS.maps.arcgis.com
FEMA maps: https://msc.fema.gov/portal/home

Please note that a response by Douglas County Community Development staff in person, to a phone call or an e-mail does not constitute an approval of any application. We strongly encourage you to consult with a legal or real estate professional if you have concerns about whether your proposed actions are appropriate under the laws of Nevada or the Douglas County Code.

From:	Jeremy Hutchings
To:	Jeremy Hutchings
Subject:	Notice of Request for Qualifications for Update to the 2017 Douglas County Master Transportation Plan
Date:	Wednesday, March 18, 2026 4:52:36 PM
Attachments:	image001.png Request for Qualifications - Transportation Plan.pdf

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Douglas County would like to bring to your attention the attached Notice of Request for Qualifications for the **Update to the 2017 Douglas County Master Transportation Plan**. This RFQ is being sent directly to certain consultants that are known to perform this type of work and may be interested in submitting a statement of qualifications in response.

The due date for submitting an SOQ is April 30, 2026.

Jeremy J. Hutchings, P.E.
County Engineer
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
1594 Esmeralda Avenue
Minden, NV 89423
775.782.9063
jhutchings@douglasnv.us
www.douglascountynv.gov
AI may have assisted in generating this reply.

Statement of Qualifications for

Update to the 2017 Douglas County Master Transportation Plan

April 30, 2026

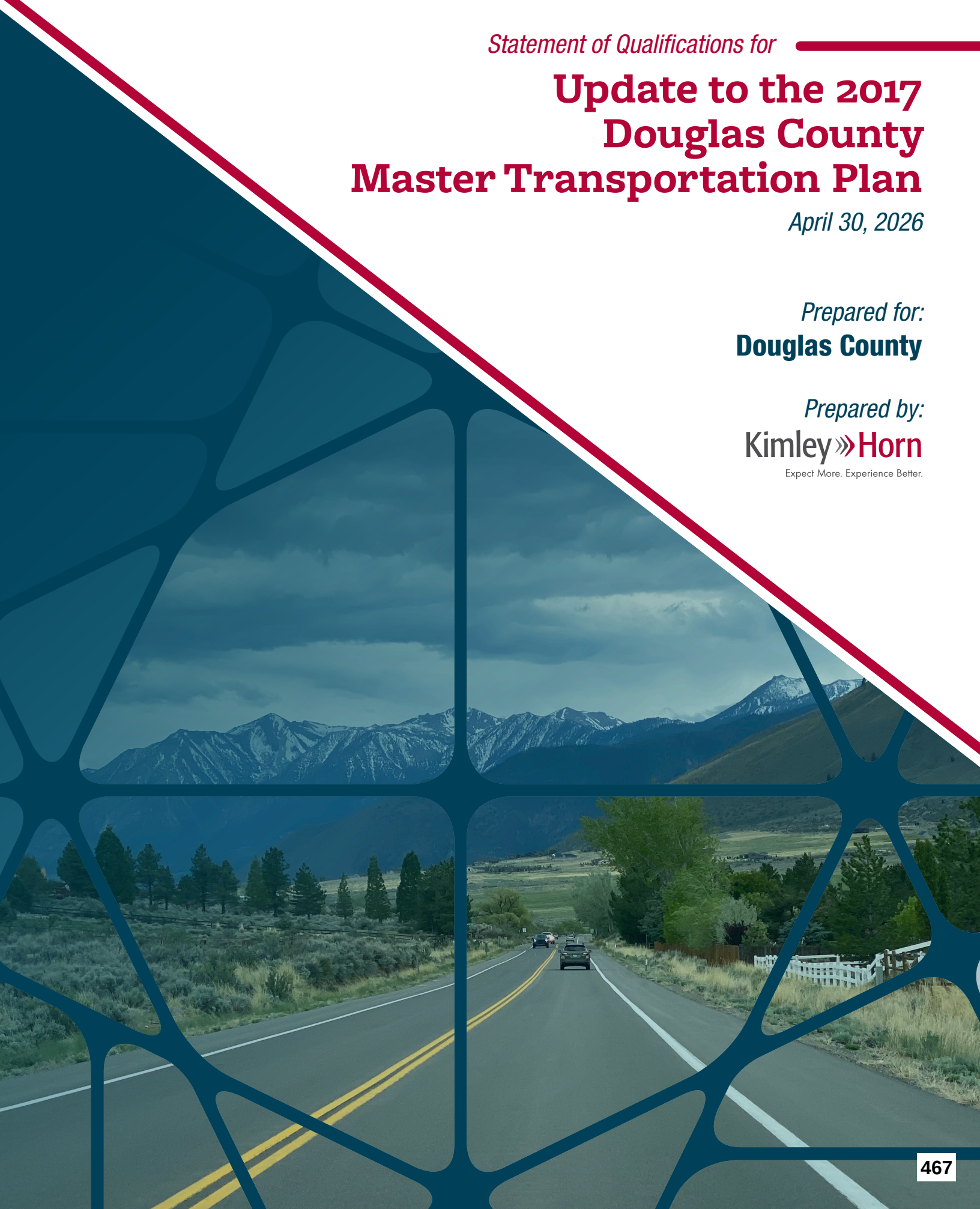
Prepared for:

Douglas County

Prepared by:

Kimley»Horn

Expect More. Experience Better.



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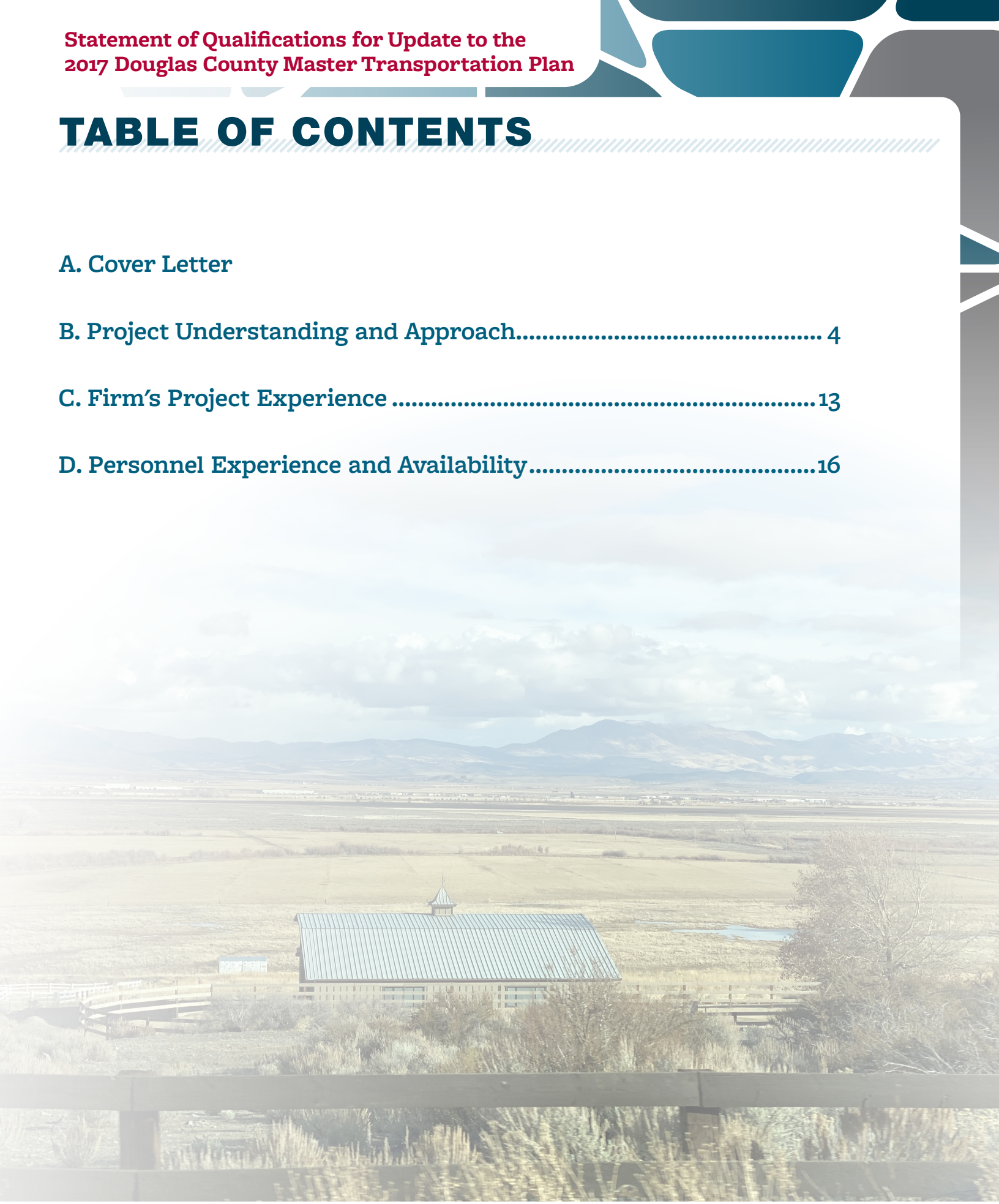


A. COVER LETTER

APRIL 30, 2026

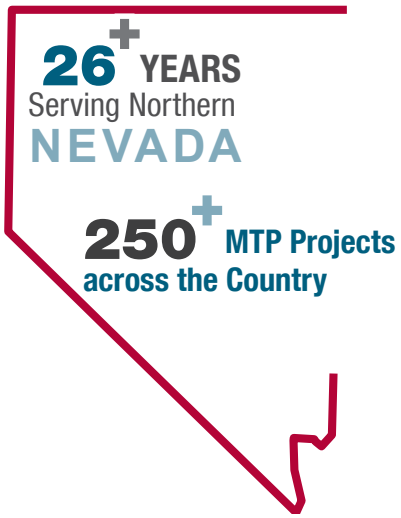
Jeremy Hutchings, PE, County Engineer
Douglas County Community Development
1594 Esmeralda Avenue
Minden, NV 89410

Kimley-Horn
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511
www.kimley-horn.com

RE: *Statement of Qualifications (SOQ) for Update to the 2017 Douglas County Master Transportation Plan*

Dear Mr. Hutchings and Members of the Selection Committee:

Douglas County is seeking a qualified, trusted consultant to revise and extend the 2017 Douglas County Master Transportation Plan. Kimley-Horn has worked in Nevada for more than 30 years, and is excited to collaborate with Douglas County on this stand-alone, adoption-ready Update to the 2017 Douglas County Master Transportation Plan (MTP). Our project team is led by **Devin Moore, PhD, PE, PTOE, RSP$_2$**, who has more than 16 years of experience in transportation planning, traffic operations, transportation safety, and master transportation planning. Devin will be supported by **Greg Kyle, AICP**, who has 26 years of experience in transportation planning, multimodal safety, identifying network improvements, and providing agencies with usable, implementable plans. Our team brings a strong blend of local, statewide, and national expertise, along with the resources and technical depth needed to develop sustainable strategies that guide future development of the County's transportation network—identifying near- and long-term improvements to increase capacity, mobility, and safety. Kimley-Horn offers the following benefits to Douglas County:



✓ **Extensive Transportation Master Planning and Capital Improvement Planning Expertise.**
Kimley-Horn has collaborated with and served communities of all sizes, including rural counties with small population centers, in developing transportation master plans (TMPs) and in developing components of capital improvement plans (CIPs) and transportation demand models (TDMs). Members of our team led the development of the first ever City of Fernley TMP, as well as the City of Mesquite MTP and CIP Update, Fort Independence Indian Community Long Range Transportation Plan (LRTP) in Inyo County, California, the Lincoln County Regional Transportation Plan, in Lincoln County, Nevada, and are currently leading efforts on the Fallon Paiute-Shoshone Tribe LRTP, near Fallon, Nevada. Our lessons learned and in-depth understanding of the planning process allows our team to scale our approach and tactics appropriately, creating planning documents that are customized to each community. There are no one-size-fits-all solutions in planning, but rather a team that is focused on understanding and addressing the unique needs, goals, and character of Douglas County and its residents.

✓ **Trusted Partner who will meet Douglas County Goals.**
Kimley-Horn and our Nevada-based team have a long history of serving communities around the state. We understand the unique rural nature of many Northern Nevada communities, and we understand that tourism and transportation play a vital role in Douglas County's economy, while at the same time causing strain on the existing transportation system. Our understanding of processes, standards, and expectations from both Douglas County and similar jurisdictions around Nevada allow us to demonstrate our expertise and commitment to provide Douglas County only the highest level of client service. We have partnered with the Carson Area Metropolitan

Planning Organization (CAMPO), Lyon County, Carson City, City of Reno, City of Sparks, Regional Transportation Commission (RTC) of Washoe County, and others to deliver high-quality deliverables on many projects for the past 30 years. We are eager to serve Douglas County by developing this update to the 2017 MTP.

As an added benefit, we also have an in-house team of modelers who can provide continued support, and an in-house team of grant writers who can assist Douglas County staff with acquiring funding for improvements that result from the update.

Leaders in Transportation Safety, Active Transportation, and Vulnerable Road Users.

Our team has played key roles in nearly every major safety project in the region and state. From safety management plans (SMPs) to Road Safety Audits (RSAs), the Nevada Strategic Highway Safety Plan (SHSP) to event traffic management for major high-profile events, Kimley-Horn is at the forefront of transportation planning and safety in Nevada. Also, as a firm, we continue to place an emphasis on multimodal planning/design and active transportation, keeping in mind how this directly correlates with public health, safety, and quality of life in the communities we serve. We employ state-of-the-art techniques to accommodate and encourage the use of alternative transportation modes and minimize vehicular conflicts. Our diverse experience in pedestrian and bicycle planning and design (including the 2014 Douglas County Bicycle Plan that was prepared by Kimley-Horn), ranges from developing safe routes to school to designing single-intersection bike lane improvements and preparing municipal and statewide pedestrian/bicycle master plans. We bring this balanced perspective and deep portfolio of experience to this important project.

Proven Planning Approach.

The Kimley-Horn team offers extensive transportation planning experience and a proven approach to updating MTPs that results in actionable plans. One prime example is the City of Fernley, whose transportation engineering and planning staff keep their MTP on their desk as a reference and which has resulted in significant follow-up policies, planning efforts, grants, and physical implementation. We work closely with communities to identify realistic, implementable solutions that provide clear strategies and tools enabling staff and officials to confidently prioritize, fund, and implement transportation improvements that benefit community members.

Your primary contact and project manager will be Dr. Devin Moore. Devin can be reached at 775.683.7827 or by email at Devin.Moore@kimley-horn.com.

We hereby acknowledge receipt of all addenda. **Kimley-Horn will serve as your prime consultant and plans to secure the services of Quality Counts, LLC, to obtain traffic volume counts and Economic and Planning Systems, Inc., to assist in economic and project cost estimating throughout the MTP update.** This SOQ shall remain valid for a period of 180 calendar days from the date of submittal. Kimley-Horn is authorized to conduct business in Nevada, and a copy of our current business license is attached on the following page. Kimley-Horn has no potential conflicts of interest with this project. Kimley-Horn is excited for the opportunity to serve Douglas County on the Update to the 2017 Douglas County Master Transportation Plan contract. We have carefully reviewed the Sample Contract provided and we look forward to negotiating mutually agreeable contract terms and conditions following selection, as we have successfully done on previous projects. We appreciate the opportunity to submit our SOQ and look forward to working with and serving Douglas County on this exciting MTP Update.

Sincerely,

KIMLEY-HORN

Devin Val Moore, PhD, PE, PTOE, RSP_2
Associate/Project Manager

Greg Kyle, AICP
Principal/Sr. Vice President/Authorized Signer

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

KIMLEY-HORN AND ASSOCIATES, INC.

Nevada Business Identification # NV19911015458
Expiration Date: 02/28/2027

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/24/2026.

Certificate Number: B202602246508012
You may verify this certificate online at https://www.nvsilverflume.gov/home

FRANCISCO V. AGUILAR
Secretary of State

B. PROJECT UNDERSTANDING AND APPROACH

FIRM OVERVIEW

With 59 years in operation, Kimley-Horn is a national transportation firm with more than 9,500 professionals across the country and 60 locally based professionals in our Reno office (with another 120 in Las Vegas and 80 in Sacramento). We have the technical experience, project management expertise, staff resources, and proven track record to successfully complete the most complex planning projects. Established by transportation planners and traffic engineers in 1967, Kimley-Horn has become a leading, full-service, multidisciplinary consultant providing a broad range of services including the planning of regional and statewide transportation systems, corridor studies, transportation demand management programs, and transportation impact assessments. Our firm has assisted numerous local and state agencies in developing transportation and capital improvement plans and programs for short- and long-range improvements. These and other assignments in transportation planning and network analysis, economics, urban and regional planning, and engineering design have positioned Kimley-Horn as a national and local leader in the transportation field.

As a 100% employee-owned firm with over 1,000 client-focused, active employee-owners, Kimley-Horn operates with a commitment to excellence and accountability. Without external shareholders, every staff member is invested in delivering quality and innovative solutions to meet client needs. Upon request, a full list of employee-owners can be provided.

Kimley-Horn serves clients across both public and private sectors, spanning virtually every market. A representative sample of local clients include:

- Public Sector: NDOT, RTC of Washoe County, City of Fernley, Carson City, Nye County, City of Sparks, Clark County
- Private Sector: All major retailers, renewable energy, higher education, home builders, sports and entertainment venues, hospitality/gaming

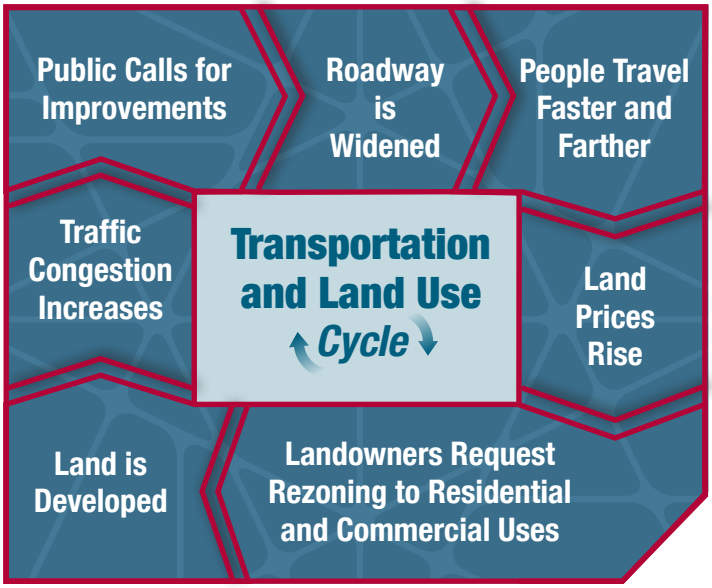
In Nevada, Kimley-Horn is known for our proven ability to successfully partner with agencies throughout the state, delivering a wide variety of project types and sizes. Kimley-Horn has been at the forefront of statewide and corridor safety and transportation planning from Duck Valley to Laughlin and Verdi to West Wendover, which has included MTPs, Transportation Area Plans, Complete-Streets Master Plans, Mobility Plans, Statewide and County Bicycle Plans, Safety Management Plans, Road Safety Audits, the Nevada Strategic Highway Safety Plan, long-range and area planning for the growth of the City of Fernley, event traffic management for the NFL Draft and Super Bowl LVIII, Formula 1 traffic management, and many others.

PROJECT UNDERSTANDING

Douglas County is undertaking this MTP update to ensure its transportation system can effectively support projected growth, maintain acceptable levels of service, and improve mobility across all modes over the next 25+ years.

This update is intended to move beyond a static plan and provide a data-driven, decision-making framework that links transportation and land use ***(as shown in Figure 1),*** travel demand, and infrastructure investment.

Figure 1: Transportation and Land Use Cycle



This effort centers on understanding how projected land use and population growth, particularly in the Carson Valley and along US 395, will impact travel demand and system performance. Updating and validating the County's TDM will provide a reliable basis to identify capacity constraints, evaluate scenarios, and determine where and when improvements are needed.

The updated MTP will also realign roadway classifications, design standards, and operational strategies with current and future conditions, helping the County balance mobility, safety, and community character in areas such as Minden, Gardnerville, and Genoa.

Ultimately, the project will deliver a clear, implementable strategy that prioritizes improvements, estimates costs, and establishes a consistent framework for evaluating development impacts, ensuring transportation investments are data-driven, coordinated with regional partners, and responsive to long-term needs.

PROJECT APPROACH

Task 0 – Project Management

We know how much efficient project management means to our clients. Our internal Management Information System (MIS) and Real Time Effort app allow our project managers to monitor the progress of projects on a daily and bi-weekly basis and adjust accordingly as the needs of the project change. An initial project coordination meeting will provide an opportunity for County staff to interact with the Kimley-Horn team. The proposed project tasks, including examples of what will be assessed as part of the MTP and how projects can be prioritized, will be presented.

Kimley-Horn will present the proposed project schedule and answer County staff's questions about the project. Kimley-Horn's QA/QC measures are built into our project management processes, and they are part of our firm's culture. Kimley-Horn will prepare monthly invoices that include any direct expense receipts, hourly accounting of staff's time, as well as monthly progress reports. Other project management and administration tasks will be included with Task 0.

Task 1 – Collect and Review Background Information

The Kimley-Horn team will work with Douglas County staff to identify data and existing plans needed to contextually assess the current conditions of the transportation network in the County, ***as shown in Figure 2***. We will verify relevant existing studies, plans, standards, and guidelines to use as background material before beginning an in-depth review to ascertain critical information for inclusion in the MTP update.

Kimley-Horn will evaluate relevant studies, extracting actionable intelligence from each identified source, and translate content into a structured, technical memorandum that summarizes background material into the MTP. Kimley-Horn will create a dedicated data repository and will systematically acquire data and documents from the County or others, including the 2017 MTP and any amendments, relevant plans from Minden, Gardnerville, and Genoa, as well as relevant documents from NDOT and surrounding jurisdictions as specified. Relevant studies identified by both the County and Kimley-Horn include:

- 2017 Douglas County Transportation Plan
- 2020 Douglas County Master Plan
- 2018 Minden and Gardnerville Plan for Prosperity
- 5-Year Transportation Plan for Douglas County, Nevada
- Connections 2050: Regional Transportation Plan/ Sustainable Communities Strategy, Tahoe Regional Planning Agency
- 2007 US 395 Southern Sierra Corridor Study
- 2014 Douglas County Bicycle Plan
- CAMPO 2050 Regional Transportation Plan
- CAMPO TDM Validation Report (2020)
- CAMPO FFY 2025-2028 Transportation Improvement Program
- Carson City Safe Routes to School Action Plan (2025)
- 2025 Envision Carson City Master Plan
- Lyon County Comprehensive Master Plan, Chapter 4: Transportation
- 2025 Alpine County Regional Transportation Plan
- 2024 Mono County Regional Transportation Plan

Kimley-Horn will conduct structured interviews with key essential personnel across Douglas County agencies responsible for transportation services to residents, such as the Douglas Area Rural Transit (DART), non-emergency medical transportation (NEMT), Douglas County School District, and other local emergency medical technician (EMT) personnel.



Figure 2: Contextual Considerations

Interview guides will be developed in advance, and tailored to each agency's unique role, focusing on any issues or successes identified during our in-depth review of existing material. Interview topics may also include known deficiencies, operational constraints, safety concerns, discussion of unmet needs, or additional objectives associated with the current circulation, thoroughfare, or transit systems within the County. Interview findings will be synthesized into a matrix that groups information into useful topics for incorporation into various portions of the MTP.

Kimley-Horn will compile and review transit ridership and route data, including thoroughfare constraints to the existing road network created by topographic barriers, railroads, river crossings, floodplains, and conservation areas. These constraints will be identified and documented in order to understand and develop strategies to strategically expand the existing transportation network to meet future needs. Existing traffic operations and safety data will also be identified and reviewed as specified and made available by a combination of sources including the County and others.

The overall findings of our review of existing resources, identification of actionable intelligence, analysis of both existing and collected data, and feedback and information gathered during interviews will be drafted into a comprehensive technical memorandum that is structured for action and knowledge sharing into the future. The memorandum will include cross references to both original sources and the MTP for easy review of existing materials and identification of how information in the memorandum is applicable in the future. Our findings will also inform the major tasks of the MTP update ***as shown in Figure 3***.

Deliverables of this task will include a written technical memorandum that identifies each of the documents reviewed and summarizes key information that should be considered for incorporation into the updated MTP. A data repository that will be updated throughout the project will also be created. Interviews with staff from various agencies will be conducted and summarized into a matrix included with the technical memorandum. Additional information as indicated will also be included with the technical memorandum.

Task 2 – Update Chapter 1: Introduction

Kimley-Horn understands that Chapter 1 of the 2017 MTP requires precision editing rather than wholesale revision before being included in the MTP. Kimley-Horn will conduct a line-by-line review of the existing Introduction against the current status of referenced programs, policies, and plans, and will update factual content accordingly.

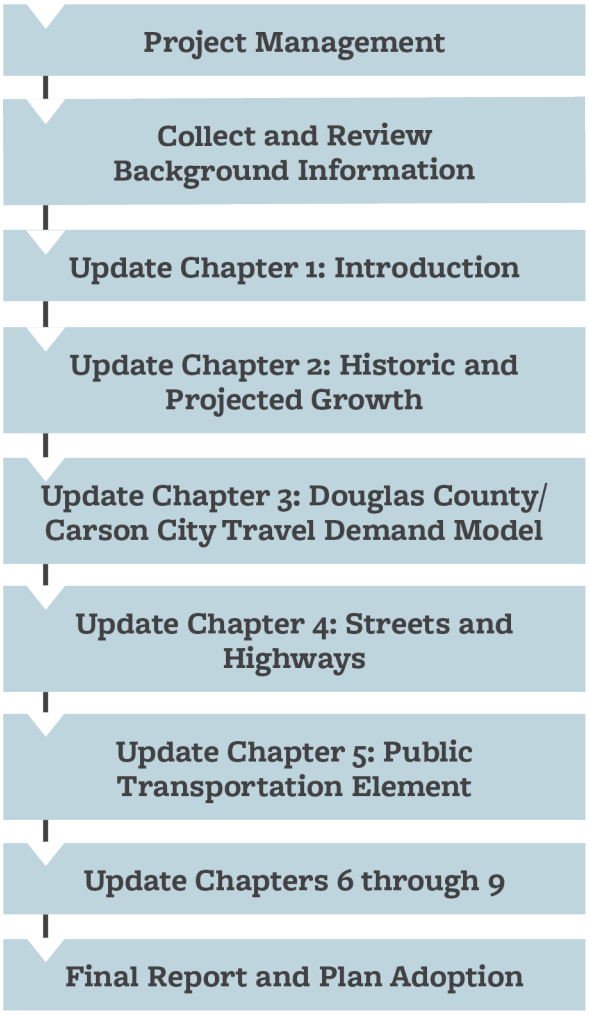


Figure 3: Major Tasks in the Process

To keep the County apprised of potential updates, Kimley-Horn will prepare a redlined version of Chapter 1 for County staff to review that clearly distinguishes between content requiring factual update, informational revision, or which may require revision based on other updates to subsequent chapters. Chapter 1 will be revisited at the end of the project to ensure it is cohesive with the updated document as a whole.

Deliverables of this task include an updated matrix, containing all approved changes, and a clean final version of Chapter 1.

Task 3 – Update Chapter 2: Historic and Projected Growth

Kimley-Horn will construct a defensible, data-driven historic and projected growth narrative that provides a clear basis for determining which of the three growth rates provided in the Request for Qualifications (RFQ) is adequate to map transportation growth in the TransCAD TDM. The ability to integrate TDMs multiple data streams into a

coherent picture of where the County population is headed is critical. We will review, analyze, and compile statistics and data from the following sources:

- 2024 Census data, County Assessor data regarding the location of housing constructed between April 2014 and 2024
- Tabulation of residential permits issued by the County since 2017
- 2020 Master Plan, Chapter 4 – Growth Management and Housing
- 2020 Master Plan, Executive Summary on Population
- The State Demographer's forecasts for growth
- Employment data obtained from the Nevada Department Employment, Training and Rehabilitation (DETR)

Using the information derived from a review of these resources, resources provided by the County as specified with input from County staff, Kimley-Horn will model three growth rates to determine potential impacts to the transportation network using the TransCAD TDM.

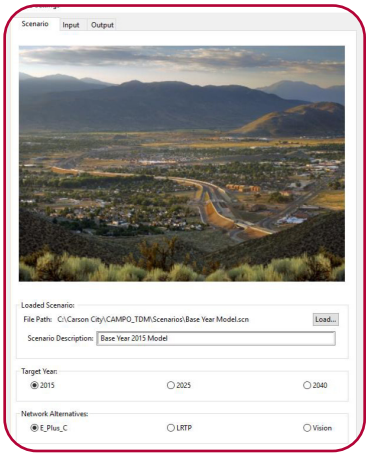
Kimley-Horn will advise County staff of potential impacts associated with each growth rate by providing a structured briefing that clearly articulates the transportation implications of each scenario, enabling County staff to make an informed decision regarding selection of an appropriate growth rate to carry forward for future TransCAD modeling.

Deliverables as part of this task include documented growth rate selection rationale in the form of a structured briefing, and updates to Chapter 2 of the 2017 MTP.



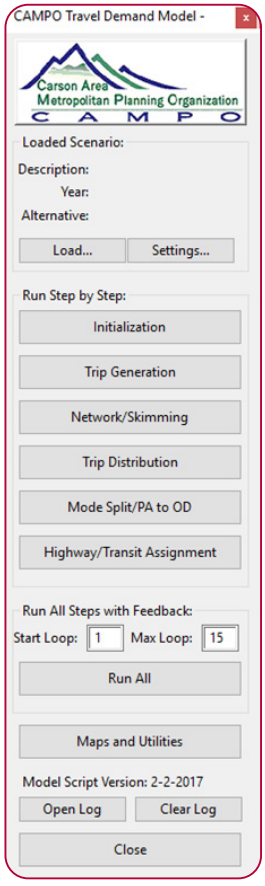
Mesquite MTP Public Outreach Efforts

Task 4 – Update Chapter 3: Douglas County/Carson City Travel Demand Model



CAMPO TDM Model Interface

Kimley-Horn brings significant expertise in updating, calibrating, and validating regional TDMs in TransCAD for metropolitan planning organizations (MPOs) and counties. This includes undertaking comprehensive model rebuilds and performing base-year updates. Kimley-Horn served as the on-call modeling consultant for CAMPO from 2016-2018 and updated the Carson City model during that period. With this experience, our team will utilize key institutional knowledge and the existing 2024 Douglas County/Carson City TDM as the foundation for the updated model and transition it to the latest version of TransCAD.



CAMPO TDM Model

Working closely with County staff, Kimley-Horn will identify 12 critical intersections and collect new traffic counts during the AM, mid-day, and PM peak hours. These fresh counts will be supplemented by any available recent peak hour turning movement counts to ensure a robust dataset for model validation.

In addition to intersection counts, Kimley-Horn will collect pertinent data from Douglas County and other relevant sources, utilizing the TDMs data ingestion capabilities. This comprehensive approach will ensure information is incorporated into the modeling process, supporting the migration and updating of the TDM model to reflect current conditions.

To assist in the TDM update, Kimley-Horn will collect the following from Douglas County or others:

- Recent Average Daily Traffic (ADT) counts as available
- Parcel-based household and employment data
- Roadway geometrics for existing and expected future conditions and connections that will help future demand reductions
- Roadway rights-of-way
- Public transit routes and schedules
- Bike routes and pedestrian paths by the County and the State

The model will be updated to the latest version of TransCAD and validated using observed traffic counts following NDOT Traffic Forecasting Guidelines, CAMPO Guidelines, and established consistency thresholds. All validation statistics will be documented and included in reports. Potential planning-level roadway connections and growth-related solutions that alleviate capacity issues on current corridors will be identified and tested in the model. The analysis will concentrate on planning roadway actions that incorporate the most up-to-date data available in the model across all travel modes. Kimley-Horn will also review available land use databases and zoning requirements to account for these requirements in future forecasts.

Deliverables of this task will include an updated Appendix A for the 2017 MTP, reflecting outcomes from new data collection and model validation. Additional report sections will cover model validation and ensure the traffic assignment validation aligns with previously outlined industry standards.

Task 5 – Update Chapter 4: Streets and Highways

This is the most technically complex chapter in the MTP, and Kimley-Horn will manage Task 5 as a series of distinct but integrated subtasks that will synergize into a comprehensive update of Chapter 4. Kimley-Horn will work closely with the County during each subtask of Task 5, and each subtask will have its own methodology and measurable output to ensure cohesion among subtask reports into a clear and actionable Chapter 4.



Mesquite MTP Bicycle Audit

Roadway Functional Classification and Emergency Access Routes

Kimley-Horn will assess the arterial and collector roadways identified in the 2017 MTP to verify functional classification using a combination of data and information gathered as part of Task 1. We will evaluate key local roads for potential reclassification, and cross-reference findings against current functional classification identified by CAMPO and NDOT. Findings will be detailed into an actionable matrix that documents identified differences between agencies, recommends functional classification changes, and identifies which agency or agencies to contact to begin updates. Any discrepancies will be flagged for review and recommended functional classifications will be provided to the County in a format prepared for presentations to the public and will be incorporated into the update MTP as needed. Additionally, Kimley-Horn will utilize the existing transportation network data, combined with interview information from local EMT and NEMT professionals to update the Emergency Access Route Map, which is Figure 4.8 in the 2017 MTP.

Deliverables of this subtask will include an updated Geographic Information System (GIS) functional classification roadway layer and functional classification map included in the MTP, and an actionable matrix detailing recommendations and best next steps. Deliverables also include an updated Emergency Access Route map.

Design Standards

Kimley-Horn will evaluate the County's typical cross-section details for arterials, collectors, and local roads for conformance against national standards and regional practices. The review will focus primarily on the potential to narrow pavement widths, lane widths, and rights-of-way where the context of roadways is appropriate to do so. Recommendations of various options to update and revise standard cross sections for compliance with standards or alignment with regional practice will be made, as well as presentations suitable for public presentation and survey formats for use by the County will be created as a deliverable of this task. Additionally, a documented matrix of pros and cons for each roadway classification and typical cross-section, and corresponding recommended updates will be provided.

Deliverables of this subtask will include recommendations of various options to update and revise standard cross-sections formatted as a presentation

suitable for public presentation and survey formats for County use, as well as an Appendix suitable for insertion into the MTP.

LOS Threshold Volumes Comparison of Methodologies

Kimley-Horn will update Table 4.5 in the 2017 MTP with current information and thresholds as published by neighboring jurisdictions, including NDOT, for comparison with Douglas County threshold volumes. Recommendations can also be made to update County thresholds if desired.

Deliverables of this subtask will include an updated Table 4.5, including source data and information used to build and update the table.

Establish Transportation Sustainability Goals

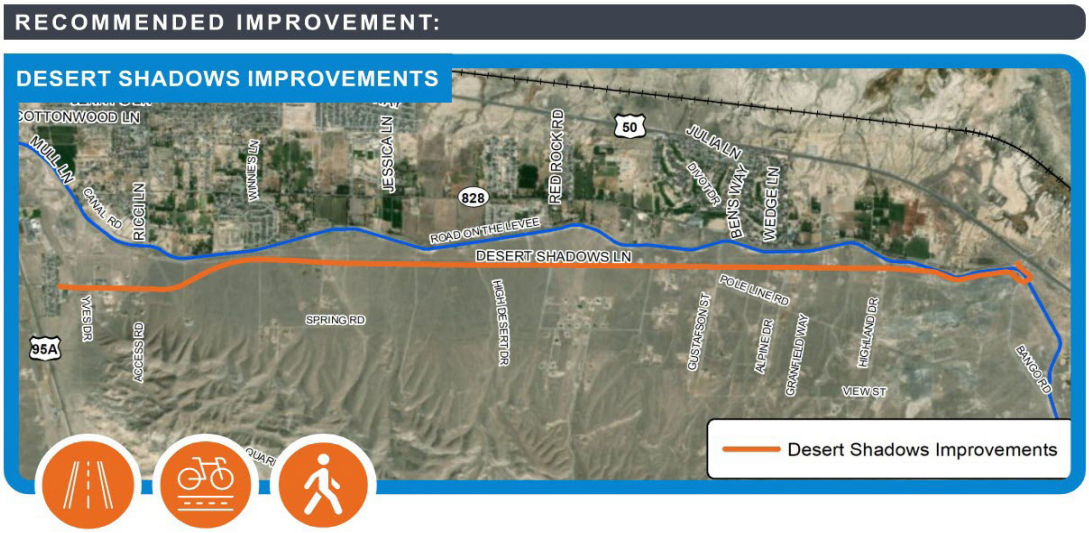
As part of the data collection in Task 4, and as part of this subtask, Kimley-Horn will conduct a targeted traffic assessment of the downtown Minden/Gardnerville area to ascertain current impacts to mobility, Level of Service (LOS), and pedestrian experience caused by existing traffic and future growth. LOS for intersections where volume counts were collected in Task 1 will be examined to inform LOS for existing conditions, as well as conditions in 2036 and 2050. Kimley-Horn will also conduct a Pedestrian Experience Index (PEI) evaluation using the methodology presented by the Mineta Transportation Institute to determine how the pedestrian experience is impacted by increasing traffic and development for the same horizons. Through these analyses, Kimley-Horn will identify strategies anticipated to reduce traffic in key areas, improve walkability, and enhance traffic flow.

Deliverables of this subtask will include LOS and PEI analysis results, which will inform potential mitigations that can be incorporated into the MTP to alleviate congestion and impacts to mobility in the downtown Minden/ Gardnerville area.

Traffic Forecast Model and Traffic Forecasts

As part of the data collection and TransCAD model update process in Task 4, Kimley-Horn will update the matrix of scenarios assessed to better define when road capacity increases are anticipated to be warranted. Scenarios for 2036 and 2050 will be analyzed using the updated TransCAD model with and without any planned or programmed projects, and results will be used to define which improvements are needed on either the near- (2036) or long-term (2050) time horizons depending on actual growth experienced over time. Road projects will be sorted and indexed by anticipated implementation horizon, according to TDM and planning-level LOS thresholds in order to determine potential need for future funding. Kimley-Horn will apply the results of the TDM scenario results to identify any shortfalls which may exist with respect to the ability of planned and programmed roadway improvements. Based on the potential road projects identified, Kimley-Horn will identify anticipated capital and maintenance costs over the next 25 years.

Deliverables as part of this subtask will include TDM traffic projections and planning-level LOS performance for roadway segments for the 2036 and 2050 horizon years. Kimley-Horn will provide an indexed and prioritized list of updated projects, including maps of project locations, project descriptions, and planning-level capital and maintenance costs for identified projects. Capital and maintenance costs for previously identified projects that have not been implemented will be updated; however, the scope of previously identified projects will not be updated. Kimley-Horn will also provide a memorandum describing the methodology of determining projects for implementation as well as cost estimates.



Fernley MTP Project Recommendation Sample

Draft Policy and Procedure for Modeling Traffic Impacts from Development

As part of this subtask, Kimley-Horn will research best practices of how regional government agencies, as identified in Task 1, are currently addressing the modeling of impacts to their jurisdictional transportation networks due to proposed new development. Findings will be summarized in a memorandum. We will then draft a Policy and Procedure (P&P) document formatted to match Douglas County's existing P&P structure, establishing a clear process for contracting with a consultant to model development impacts, design conceptual improvements, estimate costs, and assign pro-rata cost shares to developers. We will also update Figure 4.4 with new traffic signals and any additional proposed traffic signals resulting from recommendations to mitigate or reduce congestion.

Deliverables of this subtask will include a memorandum summarizing findings of best practices identified for addressing modeling impacts of regional government agencies, and a drafted P&P document to contract with consultants, including a formatted P&P appendix to include in the MTP.



Mesquite MTP Walk Audit

Task 6 – Update Chapter 5: Public Transportation Element

Kimley-Horn will approach this task as both an inventory of existing transit services and a forward-looking mobility and tourism framework. The goal of this task will be to enhance mobility and encourage tourism. Assisted by much of the data collected in Task 1, the update to this chapter of the MTP will be grounded in current ridership data and spatial analysis of population distribution, with a clear focus on identifying where new transit services can realistically be supported by existing population centers, potential trip origins and destinations, and by where existing stop placement creates operational conflicts or opportunity for increased service coverage.

We will compile the data and create a map that contains all existing transit routes, and stop locations within Douglas County using data provided by the County or transit agencies. Stop locations within traveled lanes on highways, arterials, and collector roads as recommended by functional classification updates in Task 5 will be flagged and recommended for future relocation analysis, and standard criteria for stop placement will be developed to guide both current consolidation and future service additions.

Using the validated travel demand model's population and employment distribution data, we will identify corridors where current and projected housing density supports new or enhanced transit service. Key attractors, including major employers, Western Nevada College, the Minden-Tahoe Airport, the Douglas County Community and Senior Center, public recreational facilities, and shopping centers, will be incorporated into the service opportunity analysis. We will also review the Douglas County Trails Plan and coordinate mapping and language to identify existing and future multimodal transit corridors. Bicycle and pedestrian connections to transit stops will be evaluated. Each of the analyses will be presented as part of the MTP on maps depicting data such as existing transit routes, population centers, key attractors, and future multimodal corridors.

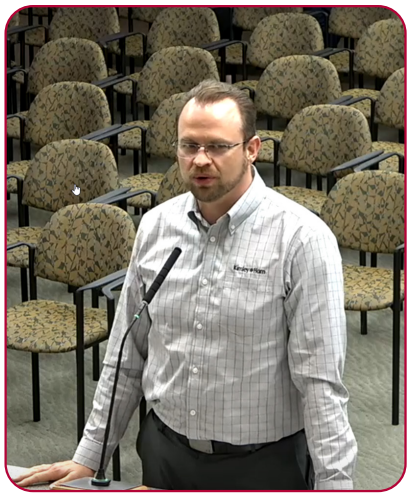
Deliverables as part of this task will include maps of existing transit routes, population centers, key attractors, existing and future multimodal transit corridors, a matrix of transit stop locations recommended for relocation, and a memorandum summarizing the methodology used to evaluate traffic stops.

Task 7 – Update Chapters 6 through 9

Kimley-Horn understands that Chapters 6-9 also require precision editing and targeted, reference-based updates rather than wholesale revision. We will conduct a line-by-line review of the existing chapters against the current status of referenced programs, policies, and plans, and will update factual content accordingly. To keep the County apprised of potential updates, we will prepare a redlined version of chapters 6-9 for County staff to review that clearly distinguishes between content requiring factual update, informational revision, or which may require revision based on other updates to previous chapters. Cross references to other chapters will be updated accordingly.

Deliverables will include an updated matrix for each chapter, containing all approved changes, and a clean final version of chapters 6-9. Note that the County will provide updates to chapter 8, which will be inserted by Kimley-Horn.

Task 8 – Final Report and Plan Adoption



Dr. Devin Moore presenting Mesquite MTP to Mesquite City Council

Our team will address the draft report comments and prepare a final report. Our team prides itself on implementable, user-friendly plans that will be used to inform future decisions, not just sit on a shelf. We will work with the County to ensure that the contents of the MTP meet or exceed the expectations of County staff and the Board of County Commissioners (BOCC). Our goal is that this MTP is referenced frequently for prioritizing, programming, and funding transportation improvements in Douglas County for years to come.

All deliverables will be provided in both digital and hard copy formats as the property of Douglas County. Kimley-Horn will conduct one virtual meeting with members of the BOCC or other leadership to present the updated MTP. Kimley-Horn will attend one additional meeting to present the updated MTP for final adoption by the BOCC Board.

POTENTIAL CHALLENGES AND SOLUTIONS

While developing the project approach, Kimley-Horn identified potential issues or challenges that may arise and has identified potential solutions. Our team is confident that with careful consideration, each of the following potential challenges can be successfully addressed during the project:

- A need for increased stakeholder engagement, which is critical to gaining important understanding from stakeholders outside what the reviewed data and County staff are able to provide, may be useful to complete the project. Increased engagement with members of the public, local businesses and organizations, members of law enforcement, or the Minden-Tahoe Airport may all provide critical project insight, identifying potential concerns, issues, and solutions to the project. Kimley-Horn would lean on its existing expertise working with clients in Northern Nevada to help inform any known topics that could be better understood with local perspective if additional stakeholder and public engagement were provided for in Scope of Work.
- One of the constant challenges with studies and plans is to carefully narrow and contain the scope within the allotted budget. The scope needed to update the Master Transportation Plan could continue expanding without careful project management and considerate coordination with the County. Kimley-Horn's extensive experience with MTPs and hand-selected team for this project will allow the project scope to be completed within the identified budget.
- Our team's familiarity with managing historic vs. projected growth on previous projects will inform heavily on the approach as part of this Scope of Work. Kimley-Horn is aware of several large ongoing projects in Douglas County at various stages of development, which puts our team in a prime position to address historic and future growth patterns, and the affects that new projects may have on transportation in Douglas County.
- Kimley-Horn's extensive TDM experience, familiarity with the previous iterations of the Douglas County model, experience managing the CAMPO model, and expert knowledge of transportation in and around Northern Nevada, including nation-wide experience where needed, will allow Kimley-Horn to effectively update the TDM for various scenarios to produce informative and useful results.
- Our team of professionals understand how planning for growth can sometimes become an exercise in traffic mitigation that loses sight of the importance of preserving the values and feel of communities like Minden and Gardnerville. Our Local Knowledge Expert, Riley Gruber, PE has been hand picked to ensure that local perspective is incorporated into every aspect of the project so that Douglas County can retain its current reputation as a high-quality ranching community. Our team is confident that we can preserve the values, traditions, and small-town feel of communities within Douglas County throughout this project.

PROJECT SCHEDULE

Our team has prepared the proposed project schedule, based on the key deadlines provided by the County, ***shown on Figure 4*** (page 12). Team members have adequate availability to dedicate to this project during this proposed timeframe. Availability percentage for each team member is ***noted on Figure 5***, Organizational Chart (page 16).

PROJECT SCHEDULE

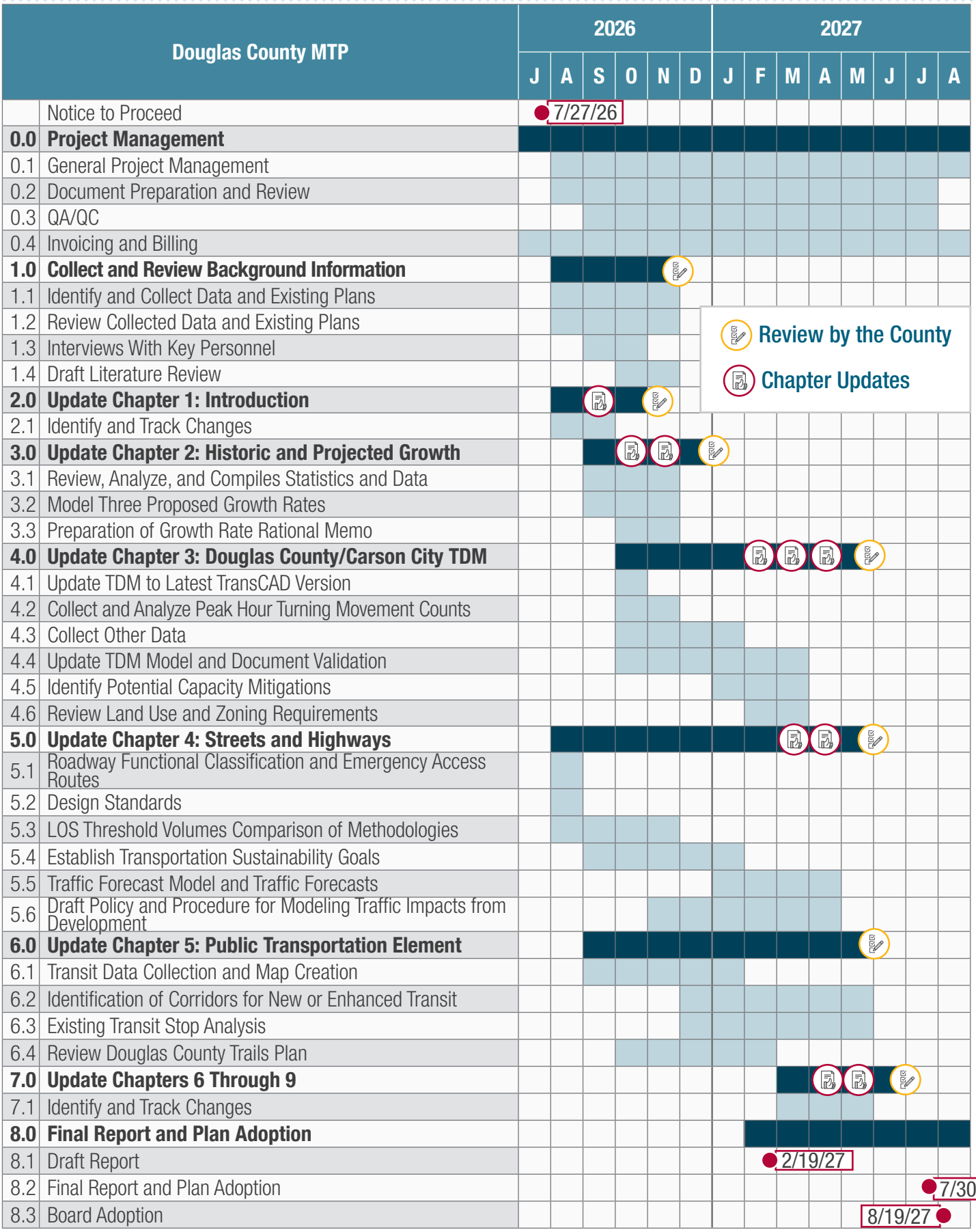


Figure 4: Proposed Schedule

C. FIRM'S PROJECT EXPERIENCE

RTCSNV, Mesquite Master Transportation Plan Update, Mesquite, NV

Kimley-Horn partnered with the City of Mesquite to evaluate the existing transportation system by reviewing existing traffic patterns through data-driven analyses. Data used for the evaluation included average annual daily traffic (AADT), intersection volumes, TDM outputs, crash data, public input, and projections of future development and increased traffic volumes. Gaps in the existing bicycle and pedestrian pathway network were identified, with recommendations regarding needed infrastructure to complete the network and provide improved connectivity.



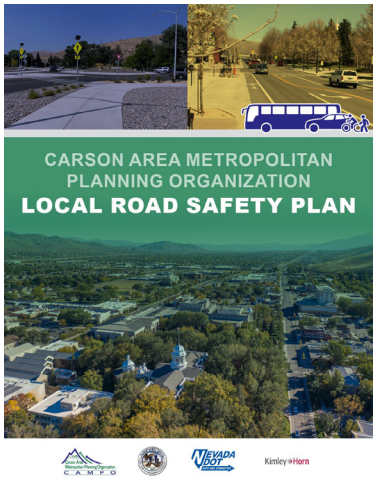
Mesquite Walk Audit Orientation and Training, Mesquite, NV

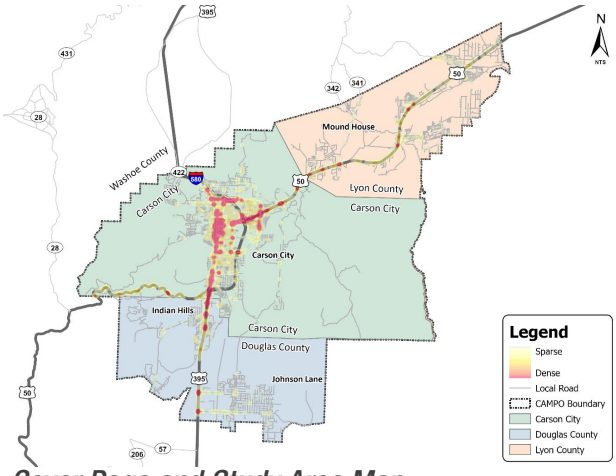
As part of the project, several growth rates were identified and evaluated to understand how traffic growth in the future might affect the LOS of the transportation network. Mitigations were analyzed and recommended for implementation, which informed the City's CIP. The CIP was also updated with Opinion of Probable Cost (OPC) for projects identified and recommended for implementation to mitigate anticipated transportation needs. From the CIP and resulting OPC, an updated traffic impact fee was calculated and recommended to the City Council.

Role: Prime, **Original Budget/Actual:** $247K/$247K, **Original/Final Schedule:** 7/2024 – 12/2025, **Owner Representative Contact Details:** Travis Anderson, City of Mesquite, tanderson@mesquitenv.gov, 702.346.5237, **Positive Outcome or Successes:** The project was successful in providing useful and implementable strategies to assist the City with future growth. The updated MTP was adopted by the City Council in December 2025.

CAMPO, Local Road Safety Plan (LRSP), Carson City, NV

Kimley-Horn worked with CAMPO and NDOT to conduct an LRSP that analyzed, identified, and prioritized roadways and intersections with higher-than-average risk through a GIS-based network screening process. The statistical analysis from the network screening process helped to identify patterns that suggest systemic safety issues that can be addressed proactively at others to prevent new safety challenges from emerging. The LRSP resulted in the identification of 10 priority locations consisting of five segments and five intersections. Field reviews were conducted at the 10 priority locations to identify safety issues and countermeasures for each location. The LRSP resulted in a Safety Action Plan compliant with Safe Streets for All requirements.



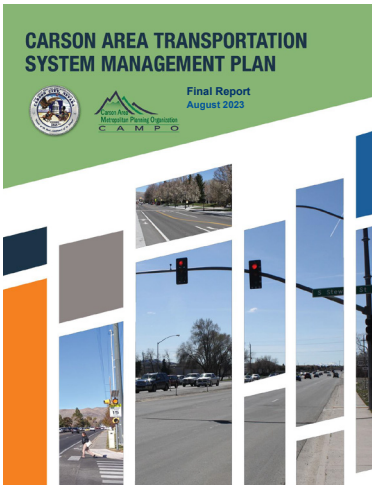


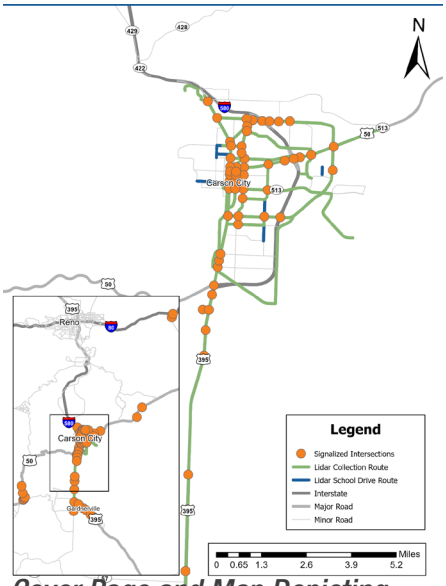
Cover Page and Study Area Map

Role: Prime, **Original Budget/Actual:** $126K/$125K, **Original/Final Schedule:** 5/2023 – 4/2024, **Owner Representative Contact Details:** Kelly Norman, CAMPO Senior Transportation Planner, knorman@carson.org, and Kimberly Goodwin, NDOT Traffic Safety Engineering Division, kgoodwin@dot.nv.gov, 775.888.7264, **Positive Outcome or Successes:** The project resulted in specific priority projects that CAMPO can work to implement while continuing to monitor and investigate crashes. Recommended projects represent possible solutions and proven safety countermeasures that can be employed to reduce the number of crashes that occur.

Carson Area Transportation System Management Plan, Carson City, NV

The Carson Area Transportation System Management Plan establishes commonly held operations and management objectives and an asset management plan designed to support improved transportation system performance for the region. Kimley-Horn conducted workshops with CAMPO to promote a process-driven approach to document existing process and identify future opportunities. Life-cycle costing for physical infrastructure and assets was determined, including a recommendation for hiring additional staff to properly maintain the existing network. Kimley-Horn also determined performance measures and benchmarks for tracking traffic in the future, including recommendations to begin collecting additional data to assist CAMPO in understanding how traffic flows on the existing network, and allow CAMPO to take intentional steps to work to reduce congestion and increase traffic safety.





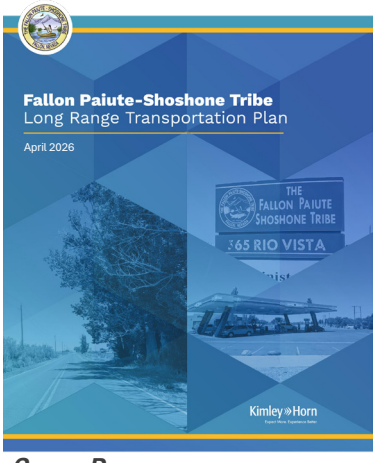
Cover Page and Map Depicting Data Collection Sample

Role: Prime, **Original Budget/Actual:** $446K/$446K, **Original/Final Schedule:** 8/2020 – 8/2023, **Owner Representative Contact Details:** Chris Martinovich, Transportation/Traffic Engineer, cmartinovich@carson.org, 775.283.7367, **Positive Outcome or Successes:** Our team identified a variety of deficiencies and needed enhancements that could be targeted for improvements, and identified performance measures and benchmarks to help inform CAMPO of transportation trends using readily-available data to assist in managing a complex and growing transportation system.

Fallon Paiute-Shoshone Tribe, Long Range Transportation Plan (LRTP) Services, Fallon, NV

Kimley-Horn prepared an LRTP update for the Fallon Paiute-Shoshone Tribe in and near Fallon, Nevada. This comprehensive planning effort was designed to address critical transportation needs while focusing on social equity, environmental justice, and improved transportation safety for the tribal community. The LRTP was developed to provide the Fallon Paiute-Shoshone Tribe with a strategic framework for addressing transportation challenges and opportunities over a long-term planning horizon. The plan prioritized three key focus areas:

1. **Social Equity** – Confirming transportation improvements serve all community members equitably
2. **Environmental Justice** – Addressing environmental impacts and promoting sustainable transportation solutions
3. **Transportation Safety** – Improving safety conditions for all roadway users within tribal lands



Cover Page

Role: Prime, **Original Budget/Actual:** $186K/186K, **Original/Final Schedule:** 4/2025 – 4/2026, **Owner Representative Contact Details:** Scott Downs, transportationdir@fpst.org, **Positive Outcome or Successes:** The LRTP met the requirements set by both the Bureau of Indian Affairs (BIA) and Federal Highway Administration (FHWA) while being intentionally tailored to meet and address the local needs of the Tribe and those who travel within and near its sovereign boundaries.

Large Development, Traffic and Coordination

Recently, our team at Kimley-Horn was asked to support a proposed, large development project. The project was in trouble, stalled out with the approving agency with seemingly no resolution possible. Our team's scope of work was to submit a Master Traffic Impact Study (TIS) in time for the Planning Commission deadline in three weeks, where another, out-of-town consultant had previously completed two submittals of the TIS (over the course of 8 months), each with substantial comments from the reviewing agency. The path to approval for this project and TIS included both significant financial impact to the developer and technical answers needed by the agency.

Our Kimley-Horn team coordinated with the other consultant, who remained the civil engineer on the project, to understand the state of affairs of the TIS and agency comments. Kimley-Horn assembled a local team of traffic experts, with local agency contacts and relationships to successfully prepare and submit a new version of the TIS, incorporating the agency's prior comments, responding to their specific, technical questions. Due to the urgency of the project and the commitment to deliver for the developer and a misunderstanding on budget among Kimley-Horn's production team, Kimley-Horn initially exceeded the contracted budget. In close coordination with the developer, the effort was determined by both parties to be justified due to the agency's requirement for out-of-scope work, and the contract was revised.

One reason that the project and TIS became so complex was that the project was located within a previously approved, and established Master Development Plan along a highly congested corridor with significant planned/future capacity improvements. The TIS for the Master Development Plan was completed in 2003 and did not clearly identify the land use or trip generation assumptions for each area within the master plan. After several meetings with the developer and agency land use attorneys, and agency traffic and planning staff, to discuss Kimley-Horn's TIS submittal and the agency's comments, a variety of technical disagreements came to light regarding the development of opening year and horizon year volumes and analysis conditions, trip generation, comparisons to the Master Development Plan, and mitigations. The conversation kept coming back to the project's trip generation. Kimley-Horn had prepared sound technical trip generation calculations for the project, including pass-by and internal capture calculations, incorporating the agency's comments on the prior consultant's work and assumptions.

Ultimately, as a result of the technical discussions in these meetings, Kimley-Horn determined that the starting point from the prior consultant was not necessarily appropriate and proposed a new methodology with more suitable land use assumptions, to which the agency was amenable. The meetings were centered around the technical basis of the complex calculations and our team solicited nationwide experience and expertise for support from our firm resources. Kimley-Horn leaned into our local engineering judgment (back by national support), ethics, and technical expertise and were able to work with the agency to come to an agreement on trip generation for the project, and quickly get the TIS approved.



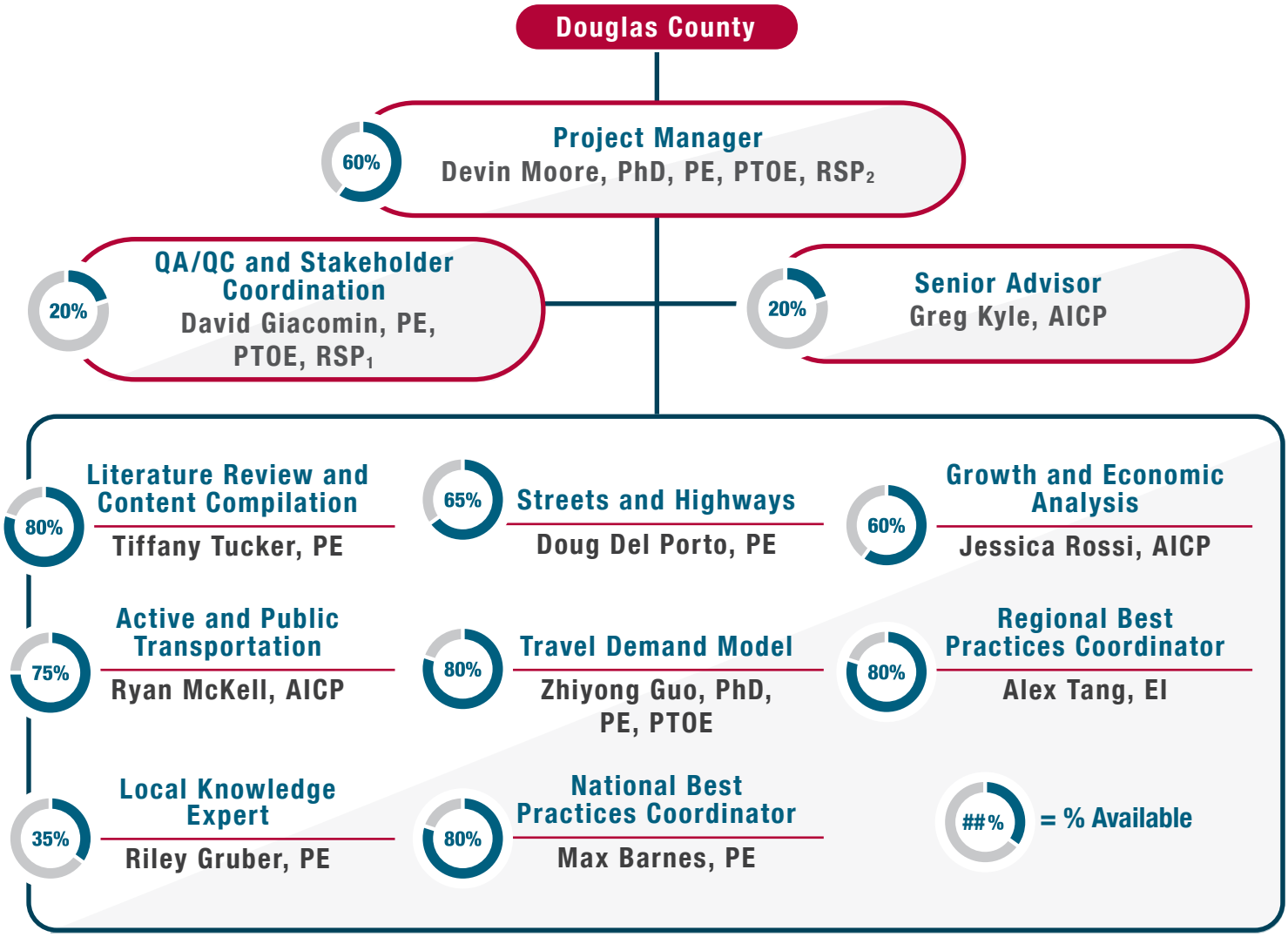
The Kimley-Horn team that solved the problem in action!



Problem Mitigation Strategy

D. PERSONNEL EXPERIENCE AND AVAILABILITY

Figure 5: Organizational Chart



While each of our team members is currently working on other projects that provide valuable experience to the team, each team member is **100% committed** to the success of the Douglas County Master Transportation Plan Update. When you need us, we will be 100% available for the task at hand to provide smooth progress of this plan throughout the duration of the project.



DEVIN MOORE, PHD, PE, PTOE, RSP_2

Project Manager

Devin is a transportation planning and traffic engineering professional with 16 years of extensive experience in transportation management plans, traffic impact analyses, master planning, and multimodal corridor studies. He has proven expertise in developing comprehensive transportation solutions for municipal, regional, and private sector clients across the Southwest region. Devin brings a data-driven, community-focused approach to transportation master planning, with a proven track record of delivering implementable plans that balance mobility, safety, and fiscal responsibility.

Professional Credentials

PhD, Civil and Environmental Engineering, University of Nevada

MS, Civil Engineering, Texas A&M University

BS, Civil Engineering, Brigham Young University

PE in NV (#022921)

PTOE (#3820)

RSP_2 (#66)
RSP_1 (#25)
RSP_{2B} (#5)

Relevant Experience

- City of Mesquite, Master Transportation Plan Update, Mesquite, NV
- City of Fernley, Transportation Master Plan, Fernley, NV
- City of Fernley, Transportation Participation Fee Development and Operational Analysis, Fernley, NV
- Fallon Paiute-Shoshone Tribe, Long Range Transportation Plan Services, Fallon, NV
- City of Fernley, Corridor Action Plan, Fernley, NV
- City of Fernley, South Area Plan, Fernley, NV
- RTC Washoe Neighborhood Plans for Active Transportation, Washoe County, NV
- RTC Washoe, Complete Streets Master Plan, Washoe County, NV



DAVID GIACOMIN, PE, PTOE, RSP_1

QA/QC and Stakeholder Coordination

David has extensive experience in transportation planning, civil engineering, transit systems, and traffic safety. His expertise spans safety action planning, infrastructure development, transit feasibility studies, and data-driven safety analysis.

Professional Credentials

MS, Civil Engineering, University of Minnesota

BS, Civil Engineering, University of Minnesota

PE in NV (#024367)

PTOE (#4609)

RSP_1 (#270)

Relevant Experience

- City of Fernley, Transportation Master Plan, Fernley, NV
- Fallon Paiute-Shoshone Tribe, Long Range Transportation Plan Services, Fallon, NV
- RTC Washoe, University of Nevada Reno Area Transportation Study, Washoe County, NV
- RTC Washoe, Complete Streets Master Plan, Washoe County, NV
- Truckee Meadows Safety Action Plan, Washoe County, NV
- Tahoe Reno Industrial Center Rail Study, Washoe County, NV
- North and Southwest Fernley Infrastructure Plan, Fernley, NV
- Land Development Permitting Fees Study, Carson City, NV



GREG KYLE, AICP

Senior Advisor

Greg brings 31 years of multifaceted transportation and transit planning through implementation experience. He has extensive expertise leading projects nationally, including alternatives analysis, National Environmental Policy Act (NEPA) documentation, preliminary design, funding and grant applications, and program management roles. Greg has significant experience in environmental permitting, construction management, and integrating emerging mobility solutions. He is skilled in technical analyses, community partner engagement, project delivery approaches, and facilitating grant agreements.

Professional Credentials

MS, Business Administration, Florida Atlantic University

BS, Political Science, Florida State University

American Institute of Certified Planners, AICP (#13000)

Relevant Experience

- Regional Transportation Commission of Southern Nevada, Charleston Boulevard Alternative Analysis, Las Vegas, NV
- 2030 Long Range Transportation Plan, Indian River MPO, Miami, FL
- Alameda County, San Pablo Avenue Multimodal Corridor Study, Oakland, CA
- Orange County, Santa Ana Transit Cooperative Study, Santa Ana, CA
- Southern California Association of Governments (SCAG), On-Call Services: Transportation Finance, Goods Movement, and Transportation/Mobility Planning, Los Angeles, CA



RYAN MCKELL, AICP

Active and Public Transportation

Ryan is a transportation planner with expertise in active transportation planning, multimodal corridor studies, comprehensive transportation planning, and public engagement. He is experienced in developing bicycle and pedestrian networks, transit planning, and implementation strategies for diverse communities.

Professional Credentials

MS, Sustainable Transportation, University of Washington

BS, Urban and Regional Planning, Brigham Young University

American Institute of Certified Planners, AICP (#36504)

Relevant Experience

- City of Mesquite, Master Transportation Plan Update, Mesquite, NV
- RTCSNV, Southern Nevada, Southern Nevada All-Access Mobility Plan, Las Vegas, NV
- RTC Washoe, Truckee Meadows Safety Action Plan, Washoe County, NV
- Cheyenne Metropolitan Organization, Connect 2050 Long Range Transportation Plan, Cheyenne, WY
- Yuma Metropolitan Planning Organization, Complete Streets Concept Study, Yuma, AZ
- City of Yuma, Safe Streets for All Road Safety Action Plan, Yuma, AZ
- Sun Corridor Metropolitan Planning Organization/City of Coolidge, Safe Routes to School Study, Coolidge, AZ



DOUG DEL PORTO, PE

Streets and Highways

Doug is a civil engineer with expertise in roadway design, highway engineering, civil engineering design, and infrastructure planning. He has extensive experience in streets and highways programs, corridor planning, flood control projects, and multimodal transportation infrastructure. Doug has served as a key team member on the RTC Transportation Commission of Washoe County's Streets and Highways Program, performing civil engineering design and construction management services.

Professional Credentials

BS, Civil Engineering, University of Nevada, Reno

PE in NV (#030025)

Relevant Experience

- City of Fernley, Corridor Action Plan, Fernley, NV
- RTC Washoe, Development for Neighborhood Plans 3-4 for the Active Transportation Plan, Reno, NV
- US 95 Access Feasibility and Traffic Analysis, Fallon, NV
- RTC Washoe, Intelligent Transportation Systems, Phase 4, Reno, NV
- RTC Washoe, Traffic Engineering Spot 10 South, Reno, NV
- NDOT Traffic Study and Preliminary Engineering, Sparks, NV
- Intersection and Roadway Improvements, Sparks, NV



TIFFANY TUCKER, PE

Literature Review and Content Compilation

Tiffany has worked within the local community and knows their priorities. She specializes in roadway design, traffic safety, and has experience working with local municipalities on projects from the planning/safety analysis stage through construction.

Professional Credentials

BS, Civil Engineering, University of Nevada, Reno

PE in NV (#02861)

Relevant Experience

- NDOT, Nevada Active Transportation Plan, Statewide, NV
- NDOT, US 395 Road Safety Audit, Douglas County, NV
- RTC Washoe, Veterans Roundabout Modifications, Washoe, NV



ZHIYONG GUO, PHD, PE, PTOE

Travel Demand Model

Zhiyong specializes in transportation planning and traffic engineering, offering expertise in system planning, modeling, multimodal transit, air quality, and environmental studies.

Professional Credentials

PhD, Civil Engineering, Vanderbilt University

MS, Civil Engineering, Vanderbilt University

BS, Transportation Engineering, Xian University of Architecture and Technology

Relevant Experience

- Carson City TDM Update, Carson City, NV
- City of Mesa, Southeast Mesa Land Use and Transportation Plan, Mesa, AZ
- Loudoun County, Transportation Planning and Preliminary Engineering, Loudoun County, VA



RILEY GRUBER, PE

Local Knowledge Expert

Riley is a civil engineer with several years of engineering project management experience. **Raised in Genoa, Nevada,** Riley has a passion for using his skills in engineering design to help improve his community.

Professional Credentials

MS, Civil and Environmental Engineering, University of Nevada, Reno

BS, Civil and Environmental Engineering, University of Nevada, Reno

PE in NV (#030541)

Relevant Experience

- Riley attended Sierra Lutheran High School, and learned to drive in Douglas County, causing him to be deeply familiar with the diverse traffic impacts that ranching communities experience.
- Riley brings a key local perspective combined with engineering knowledge to this project.



JESSICA ROSSI, AICP

Growth and Economic Analysis

Jessica specializes in community planning, urban design, and land use, focusing on comprehensive plans, master plans, parks, and development ordinances. She partners with clients nationwide to create growth-focused, value-driven plans.

Professional Credentials

MS, Community and Regional Planning, University of Rhode Island

BA, Environmental Studies, Alfred University

AICP (#164330)

Relevant Experience

- RTC of Washoe County, Maintenance Needs Study, Washoe County, NV
- Charlotte Regional Transportation Planning Organization, Transportation Planning Services, Charlotte, NC



MAX BARNES, PE

National Best Practices Coordinator

Max is a transportation planning and traffic operations engineer supporting numerous traffic impact studies, road safety assessments, safety management plans, long range transportation plans, master and regional transportation plans, traffic operations analyses, and local road safety plans.

Professional Credentials

MS, Civil and Environmental Engineering, Brigham Young University

BS, Civil and Environmental Engineering, Brigham Young

PE in NV (#035132)

Relevant Experience

- City of Mesquite, Master Transportation Plan Update, Mesquite, NV
- Fort Independence Indian Community, 2025 Long Range Transportation Plan, Fort Independence, CA



ALEX TANG, EI

Regional Best Practices Coordinator

Alex specializes in transportation planning and traffic engineering, including multimodal planning, safety analysis, and system-wide evaluations. His work supports active transportation, public outreach, and prioritization of improvements to support safe, efficient, and multimodal transportation systems.

Professional Credentials

BS, Civil Engineering, University of Nevada, Reno

Engineer Intern

Relevant Experience

- 2026 Fallon Paiute-Shoshone Tribe Long Range Transportation Plan, Fallon, NV
- NDOT, Speed Management Action Plan, NV

	Kimley-Horn	Wood Rodgers	
Cover Letter (15 Total points)	14	11	
Project Understanding & Approach (105 Total points)	95	89	
Firm's Project Experience (90 Total points)	81	81	
Personnel Experience and Availability (90 Total points)	84	77	
Total Score (300 Total points)	274	258	
Rank	**1**	**2**	

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to grant a revocable license for legal access across a Douglas County parcel located at 3051 Heybourne Road (Assessor's Parcel Number 1420-29-001-009) to Santa Ynez Valley Construction Company for the construction and maintenance of an access road connecting the Warm Springs Planned Development (DP22-0207) to Heybourne Road, as required by the conditions imposed by Douglas County for the approval of the Warm Springs development. (Jeremy Hutchings, County Engineer)

RECOMMENDED MOTION:
Approve the Revocable License for Access to Douglas County Property, as presented.

FINANCIAL IMPACT:
None known. Per the license, the developer is solely responsible for the construction and maintenance of the access road within the license area.

BACKGROUND:

On December 7, 2023, the Board of County Commissioners (BOCC) conditionally approved the Warm Springs Planned Development and Tentative Subdivision Map Application DP22-0207, Ordinance 2023-1625. The project generally consists of an 80-unit subdivision for single family residences on an approximately 80-acre vacant parcel. The primary and secondary access to the subdivision will be via Vicky Lane.

One of the conditions of approval imposed by the BOCC requires the the developer to construct an additional emergency access road from the subdivision to Heybourne Road, across a parcel of land located at 3051 Heybourne Road (APN: 1420-29-001-009). This parcel is currently used as the County's wastewater treatment plant and effluent pond. The condition of approval further states that

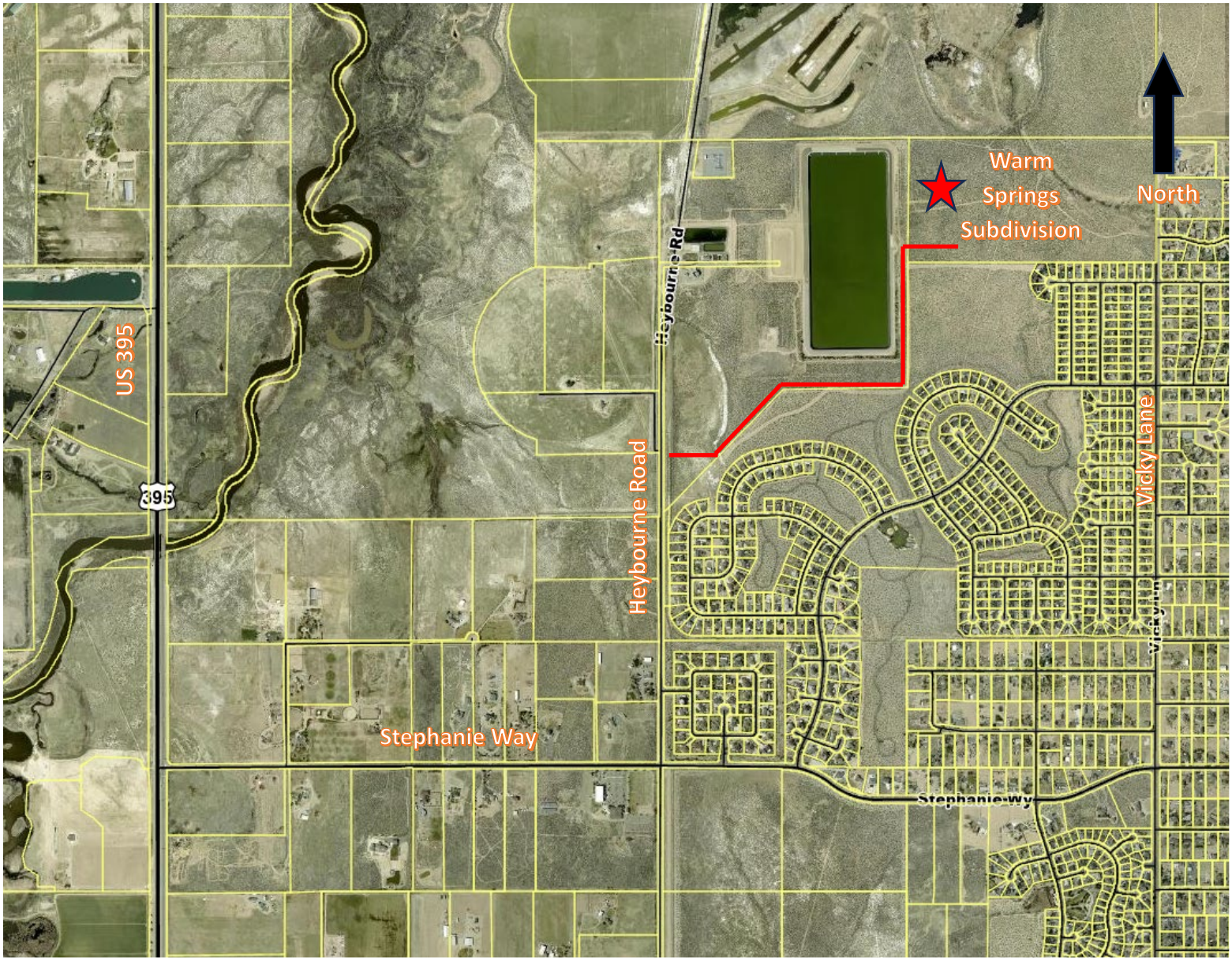
"Douglas County will provide the land for the right of way." The Board did not specify a standard of construction for the access road. On April 15, 2024, staff issued a clarification to the access road condition to clarify the minimum construction standards for the access road.

The developer's engineer has prepared a Site Improvement Permit application (DE25-0044) which includes the specific design for the required access road. Prior to construction of this road, the developer requires legal authority to construct the access road on the County's parcel. Staff has worked with the District Attorney's Office and the developer on a proposed Revocable License for Access that would grant the developer this legal authority to perform the work.

The revocable license grants the developer the right to use the County's property to "establish, construct, install, use, operate, inspect, repair, maintain, remove and replace, at its sole expense," the required access road. The County retains the ability to revoke the license if necessary, though the County would in that scenario also have to revise the conditions of approval for the Warm Springs Planned Development.

The revocable license includes a legal description and exhibit depicting the specific location where the road needs to be located as well as a standard detail of how the road shall be constructed.

ATTACHMENTS:
Vicinity Map.pdf
Ltr Requesting Easement.pdf
DP22-0207 COA.pdf
Revocable License for Access to County Property.pdf



Project Location

Access Road Alignment

Vicinity Map

(Not to Scale)

WILSON ENGINEERS

1603 Esmeralda Avenue
Minden, NV 89423

9060 Double Diamond Pkwy, Suite 1B
Reno, NV 89521

Office: 775-782-2322

April 1, 2026

Via Email

Tom Dallaire, PE, CFM
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
P.O. Box 218
Minden, NV 89423

Warm Springs PD, DP-22-0207
Request for Douglas County Grant of 50-Foot-Wide Right-of-Way
Across APN 1420-29-001-009

Dear Tom:

As you are aware, the final addendum to the subject project's conditions of approval (dated April 15, 2024) requires the Applicant to design and construct a 50-foot-wide right-of-way for an at-grade service road from the project across APN 1420-29-001-009 to Heybourne Road. This parcel is owned by Douglas County.

To that end and in support of this request, attached please find a stamped and signed legal description and supporting exhibit of the 50-foot-wide right-of-way together with a slope easement to accommodate the drainage works as needed for this required road. For your convenience, I am also attaching copies of the pertinent sheets from the project's improvement plans that document the extent of the improvements planned within this right-of-way to comply with the conditions of approval.

At this time, on behalf of our Client, Santa Ynez Valley Construction Company, we respectfully request Douglas County Commissioners' formal approval and granting of this 50-foot-wide right-of-way. Please let me know what other documents you might require while processing this request. Additionally, please do not hesitate to contact me with any questions or required clarifications.

Yours faithfully,

WILSON ENGINEERS, LLC

Robert O. Anderson, P.E., CFM, WRS
Principal Engineer

Attachments:

- Legal Description
- Right-of-Way Exhibit
- Improvement Plan Sheets

cc: Chip Hanly
Jeremy Hutchings, PE, WRS
Kate Moroles-O'Neil
Phil Ritger
Keith Ruben, AICP
Sam Spier
Amber Stainthorp

DESCRIPTION
50' ACCESS EASEMENT
WITHIN A PORTION OF A.P.N. 1420-29-001-009

A fifty foot (50') access easement situate within in a portion of the Southeast one-quarter (SE 1/4) of Section 20 (Sec.20) and the Northeast one-quarter (NE 1/4) of Section 29, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, located within a portion of Parcel B as shown on Record of Survey in Support of a Parcel Map Waiver, filed for record April 20, 2009 in the office of the Recorder, Douglas County, Nevada as Document No. 2009-741606, further described as follows:

An access easement being 50 feet in width lying 25 feet on each side of the following described centerline, together with a 5 feet wide Slope Easement on each side of the 50 foot wide Access Easement.

COMMENCING at the common section corners to Sections 20, 21, 28 & 29, marked by a BLM Brass Cap, being a point on the east boundary of said Parcel B;

THENCE along the east section line of said Section 20, coincident with the east boundary of said Parcel B and the west section line of said Section 21, North 00°53'04" East, 145.09 feet to the **POINT OF BEGINNING,** being the beginning of a non-tangent curve to the left, a radial line to said beginning bears North 52°14'09" West;

THENCE leaving said section line and said east boundary of Parcel B the following six (6) courses:

1. southerly, 96.58 feet along the arc of a 150.00 foot radius curve through a central angle of 36°53'40";
2. South 00°52'13" West, 1,200.78 feet to the beginning of a curve to the right;
3. westerly, 233.22 feet along the arc of a 150.00 foot radius curve through a central angle of 89°05'00";
4. South 89°57'13" West, 1,090.40 feet to the beginning of a curve to the left;
5. southwesterly, 116.74 feet along the arc of a 150.00 foot radius curve through a central angle of 44°35'29";
6. South 45°21'45" West, 820.72 feet to the beginning of a curve to the right;
7. southwesterly, 118.67 feet along the arc of a 150.00 foot radius curve through a central angle of 45°19'41";
8. North 89°18'35" West, 542.21 feet to the **POINT OF TERMINUS.**

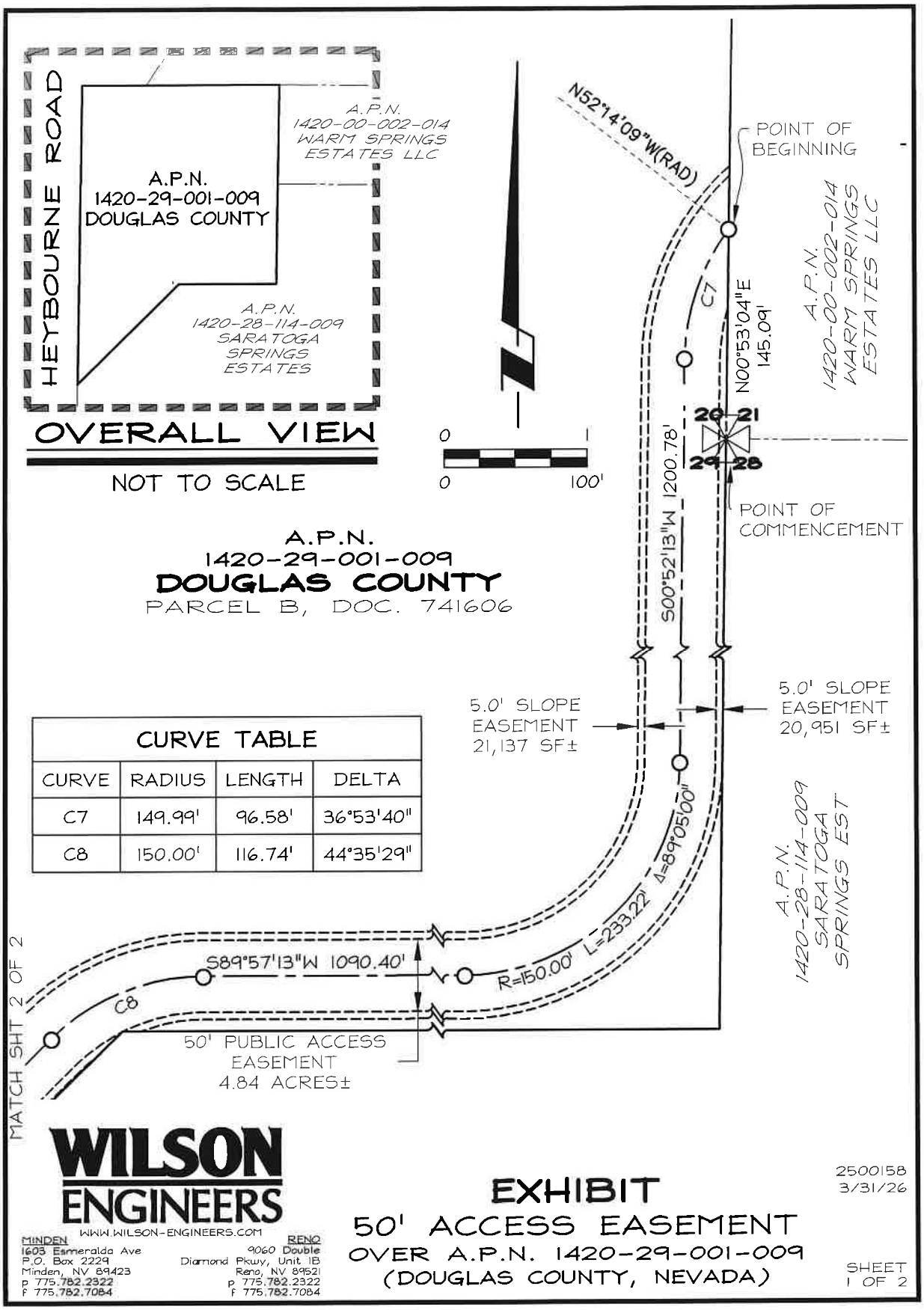
The sidelines of said easements are to be lengthened or shortened to begin at the east section line of said Section 20 and to end at an existing 50 foot wide access easement per Document No. 44253 and Document No. 741606, records of Douglas County, Nevada.

Containing 4.84 acres of land for the 50 foot wide access easement, 21,137 square feet of land for the northerly 5 foot wide Slope Easement and 20,951 square feet of land for the southerly 5-foot wide Slope Easement, more or less.

The basis of bearing of this description is Modified Nevada State Plane Coordinate System, West Zone based on North American Datum of 1983/2011, (NAD 83/2011), as determined using Real Time Kinematic (RTK) GPS Observations.

Prepared By: Wilson Engineers
Gerald D. Juarez, P.L.S. 12140
P.O. Box 2229
Minden, Nevada 89423





CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C7	149.99'	96.58'	36°53'40"
C8	150.00'	116.74'	44°35'29"

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f 775.782.7084
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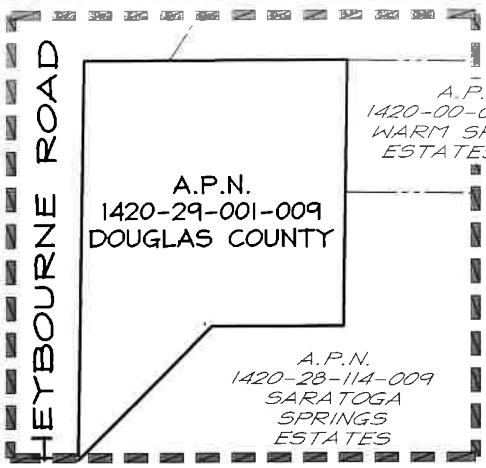
Reno, NV 89521
p 775.782.2322
f 775.782.7084

EXHIBIT
50' ACCESS EASEMENT
OVER A.P.N. 1420-29-001-009
(DOUGLAS COUNTY, NEVADA)

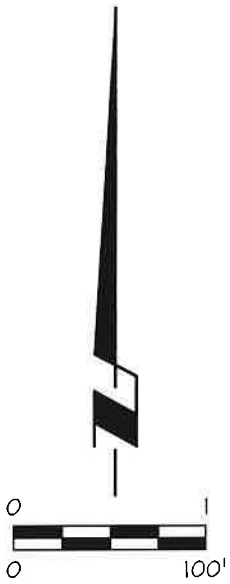
2500158
3/31/26

SHEET
1 OF 2



OVERALL VIEW

NOT TO SCALE



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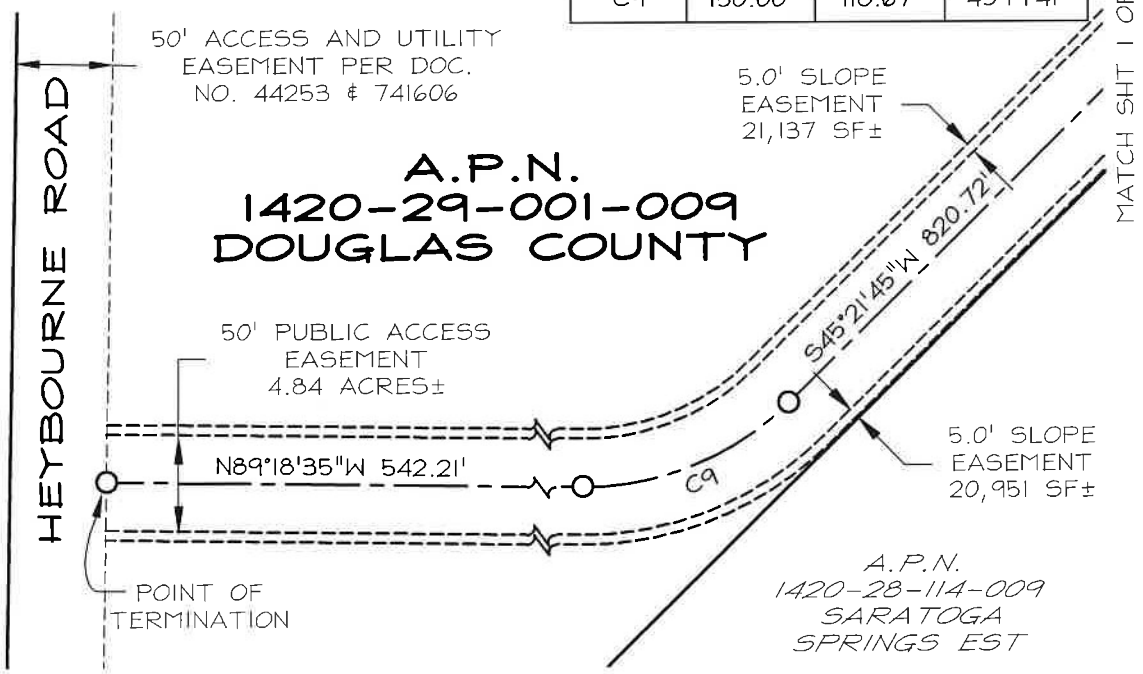

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EXHIBIT

50' ACCESS EASEMENT

OVER A.P.N. 1420-29-001-009

(DOUGLAS COUNTY, NEVADA)

2500158
3/31/26

SHEET
2 OF 2

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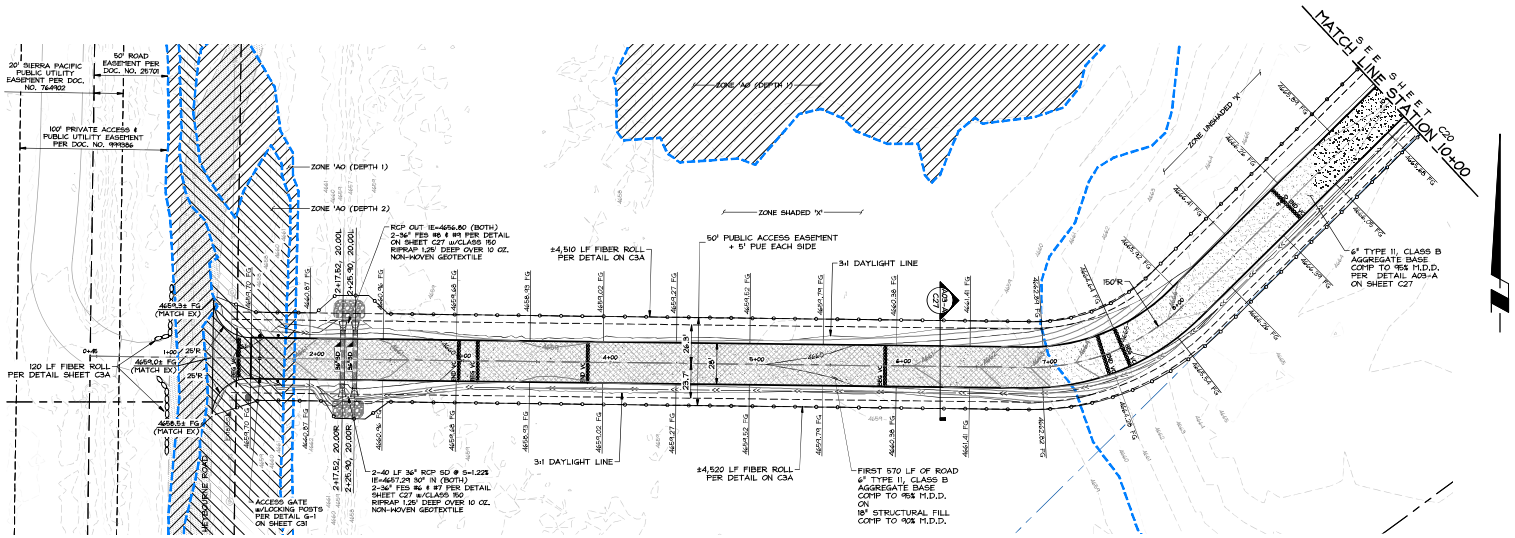

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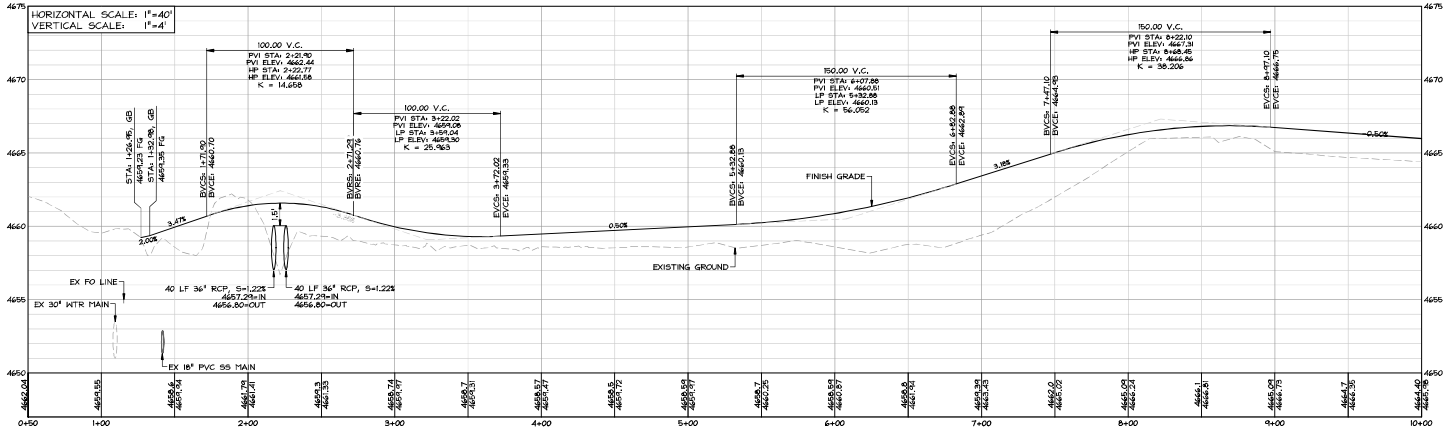

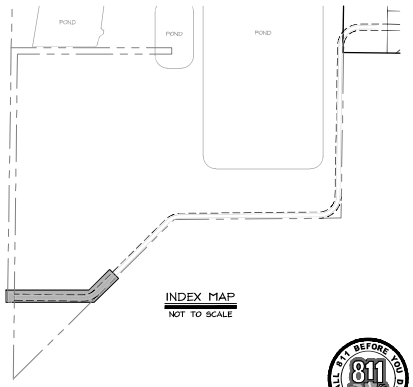

INDEX MAP
NOT TO SCALE

NO.	DATE	REVISION BLOCK	BY

SCALE: 1" = 40'

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WWW.WILSON-ENGINEERS.COM
MINDEN: 1605 Esmeralda Ave, P.O. Box 2224, Minden, NV 89423, p 775.782.2322, f 775.782.7084
RENO: 9060 Double Diamond Pkwy, Unit 1B, Reno, NV 89521, p 775.782.2322, f 775.782.7084

WARM SPRINGS
WARM SPRINGS ESTATES, LLC

OFFSITE ROAD
PLAN & PROFILE
STA 0+50 TO 10+00

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ENGINEER: RTS	DRAWING: SEE PLOT STAMP
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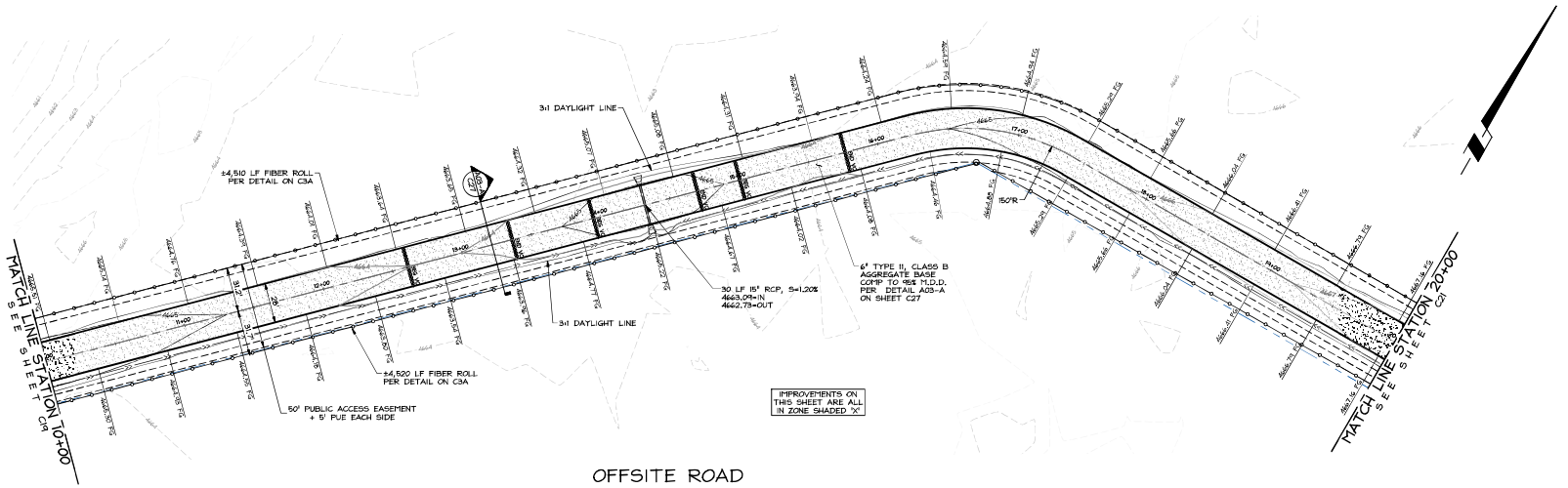

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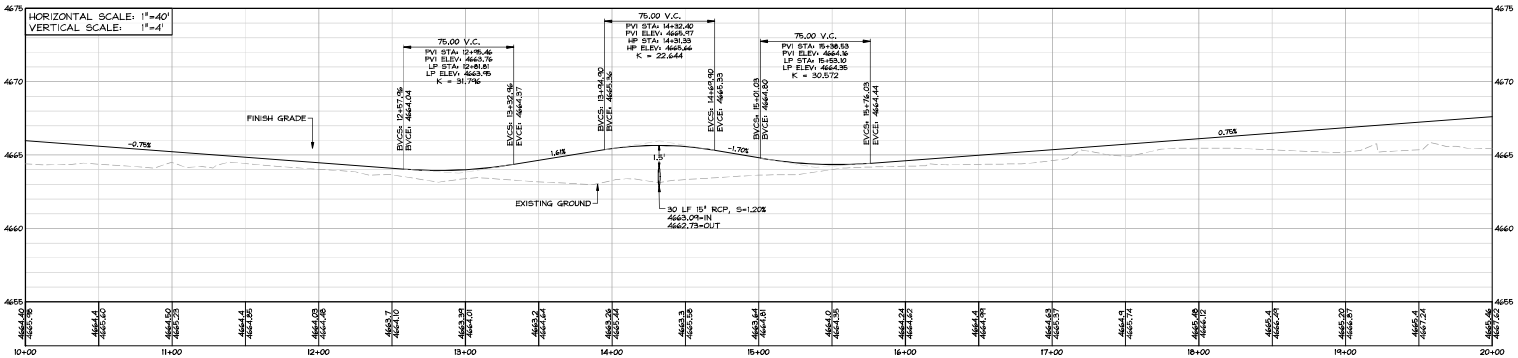

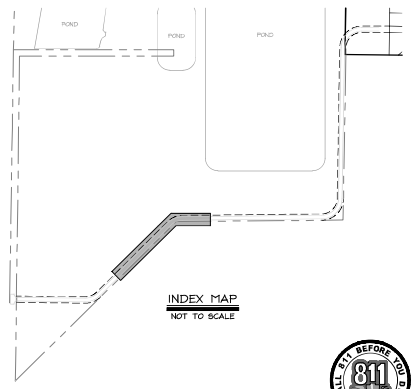

INDEX MAP
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NO.	DATE	REVISION BLOCK	BY

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WARM SPRINGS
WARM SPRINGS ESTATES, LLC

OFFSITE ROAD
PLAN & PROFILE
STA 10+00 TO 20+00

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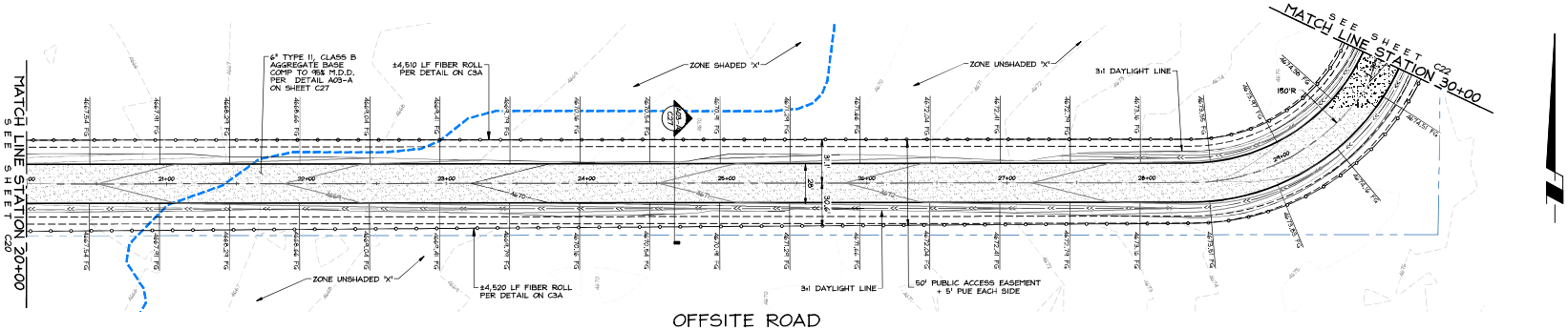

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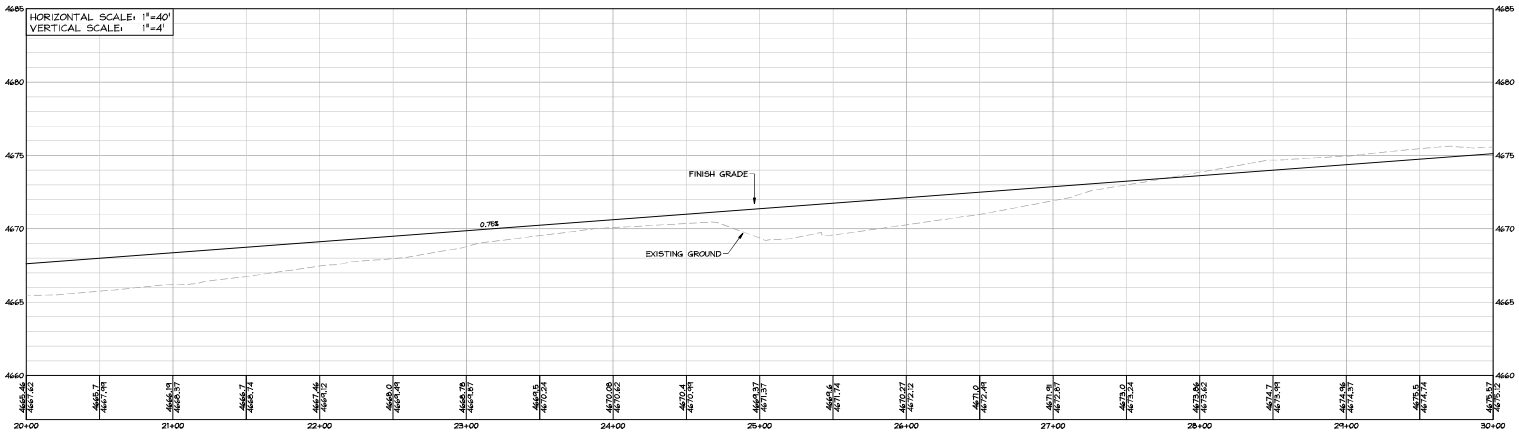

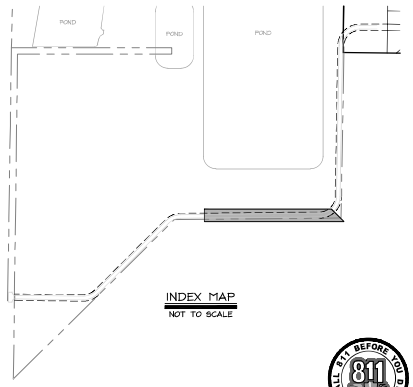

INDEX MAP
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NO.	DATE	REVISION BLOCK	BY

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WARM SPRINGS
WARM SPRINGS ESTATES, LLC

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PLAN & PROFILE
STA 20+00 TO 30+00

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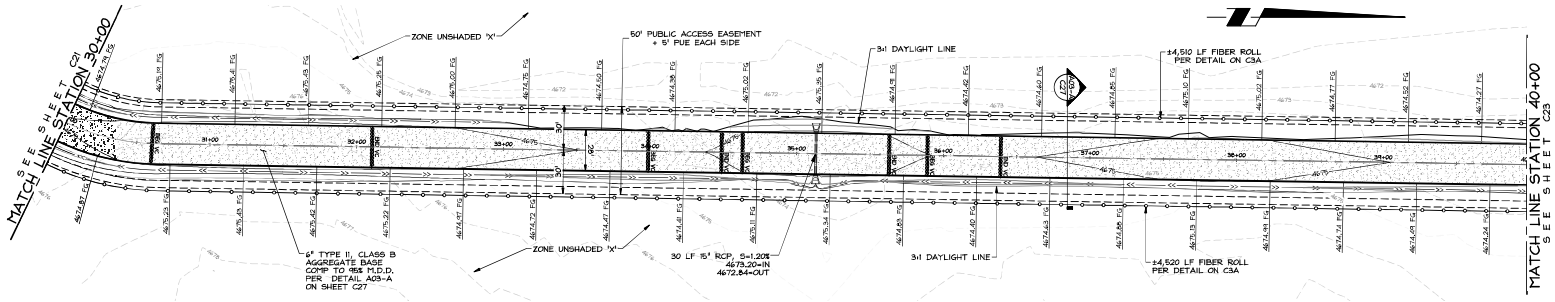

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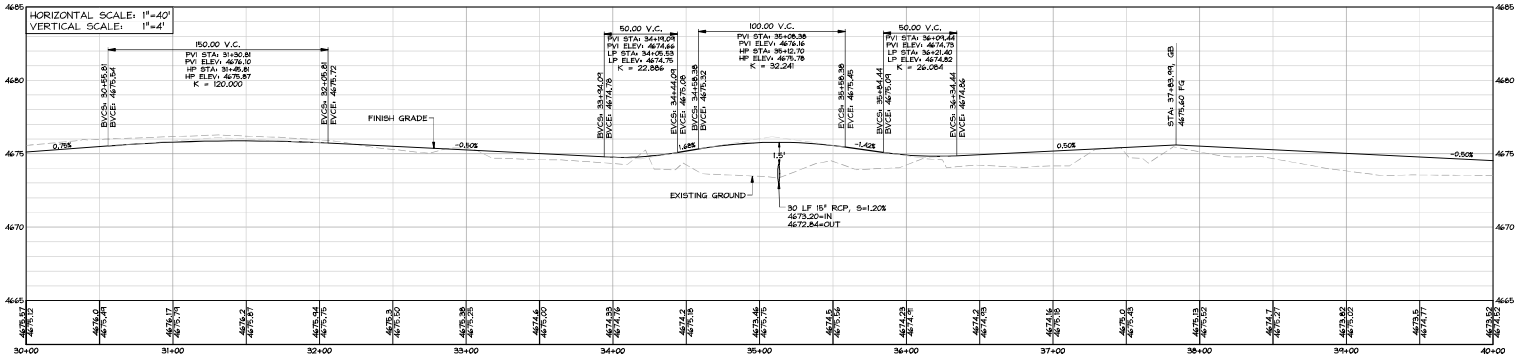

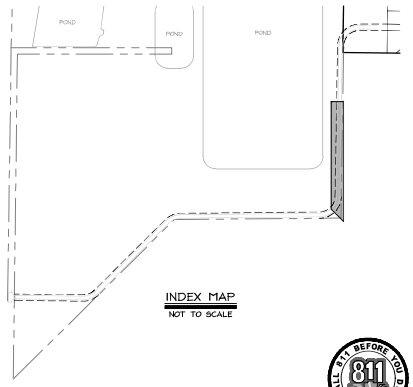

INDEX MAP
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F 775.782.7084
HENDERSON
1590 Center
Diamond Pkwy, Unit 1B
Henderson, NV 89052
P 775.782.2322
F 775.782.7084

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WARM SPRINGS ESTATES, LLC

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PLAN & PROFILE
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DRAWN: MCJ/JT	JOB: 1640-041
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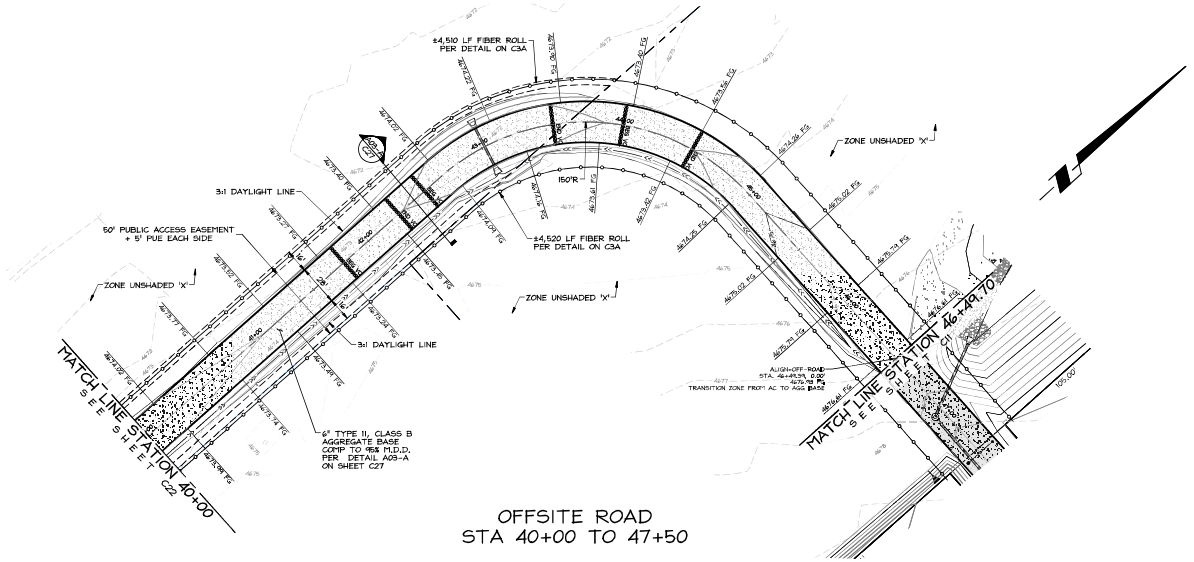

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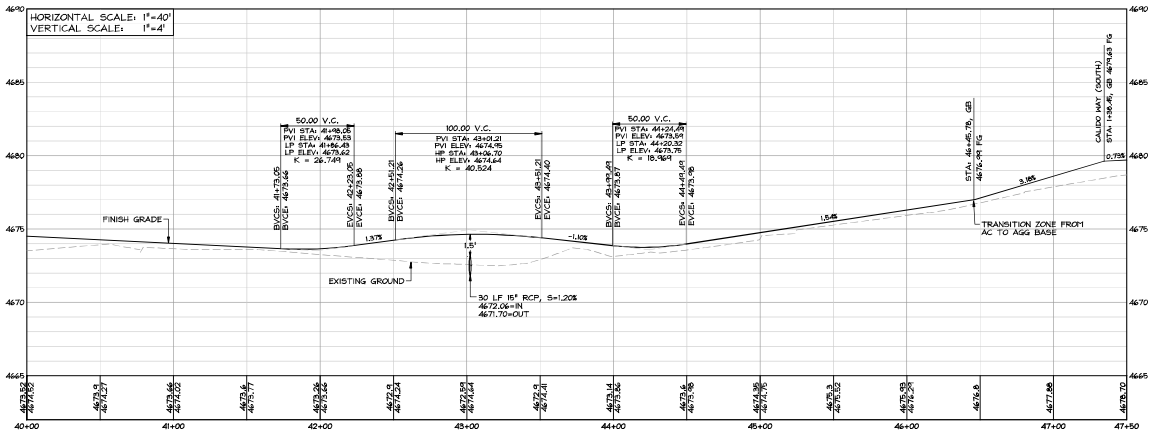
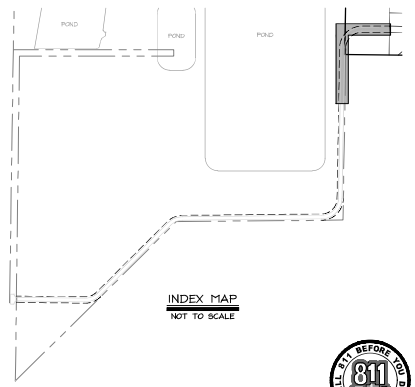
STA 40+00 TO 47+50





INDEX MAP
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SCALE: 1" = 40'

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WARM SPRINGS
WARM SPRINGS ESTATES, LLC

OFFSITE ROAD
PLAN & PROFILE
STA 40+00 TO 47+50

DRAWN: MCJ/JT	JOB: 1640-041
ENGINEER: RTS	DRAWING: SEE PLOT STAMP
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COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue/P, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

FILED
NO.
4/16/2024
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY MP DEPUTY

April 15, 2024

Keith Ruben
R.O. Anderson Engineering
1603 Esmeralda Ave.
Minden, NV 89423

RE: Addendum to Approval Letter for Ordinance 2023-1625, adopting Planned Development (PD)/Tentative Subdivision Map (TSM) Application DP22-0207.

Dear Mr. Ruben,

This letter is an addendum to the original approval letter, attached herein dated December 8, 2023, for Ordinance 2023-1625, adopting Planned Development (PD)/Tentative Subdivision Map (TSM) Application DP22-0207. Below in red, is further clarification on the type of access road required per the added condition, noted below in italicized approved at the Board of County Commissioner's meeting on December 7, 2023. The subject site is located on the west side of Vicky Lane, north of North Santa Barbara Drive within the Johnson Lane Community Plan. (APN 1420-00-002-014)

The Board of Commissioners has issued the following additional condition of approval that must be met:

> *Applicant must build a secondary access road across Douglas County land to Heybourne road during the first phase of the development. applicant must pay all costs associated with construction of the access road. Douglas County will provide the land for the right of way.*

Further clarification of access road:

> The access road shall be constructed as a gravel road and shall be built to either of the following standards: (1) the standard for "temporary emergency access roads" described in Douglas County Design Criteria and Improvement Standards, Part II, Section 3.9.13; or (2) a 50-foot-wide right-of-way, containing an at-grade service road and drainage ditch, as needed, as further defined in Douglas County Design Criteria and Improvement Standards, Part II, Standard Detail A03-A.

Should you challenge any portion of this addendum, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please call me at (775) 782-6212.

Sincerely,

Kate Moroles-O'Neil

Kate Moroles-O'Neil
Planning Manager
Douglas County Community Development

Cc: Jeremy Hutchings, PE – County Engineer

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue/P, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

FILED
NO.
12/11/2023
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY MP DEPUTY

December 8, 2023

Keith Ruben
R.O. Anderson Engineering
1603 Esmeralda Ave.
Minden, NV 89423

RE: Ordinance 2023-1625, adopting Planned Development (PD)/Tentative Subdivision Map (TSM) Application DP22-0207, requesting to (a) establish a PD Overlay Zone for an 80-acre single family residential subdivision site and (b) to subdivide 80 acres into 80 single family residential lots, the smallest being 21,780 square feet with five common open space parcels.

Dear Mr. Ruben,

The Douglas County Board of County Commissioners has conditionally approved Ordinance 2023-1625, adopting Planned Development (PD)/Tentative Subdivision Map (TSM) Application DP22-0207, requesting to (a) establish a PD Overlay Zone for an 80-acre single family residential subdivision site and (b) to subdivide 80 acres into 80 single family residential lots, the smallest being 21,780 square feet with five common open space parcels. The subject site is located on the west side of Vicky Lane, north of North Santa Barbara Drive within the Johnson Lane Community Plan. (APN 1420-00-002-014)

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Douglas County Code (DCC), Title 20
Douglas County Design Criteria and Improvement Standards (DCDCIS)

THE APPLICANT/OWNER SHALL COMPLY WITH ALL THE FOLLOWING CONDITIONS OF APPROVAL LISTED BELOW.

The following conditions must be met at the time of the submittal of a Site Improvement Permit (submit electronically to Engineering@douglasnv.us as spelled out on the Engineering Division webpage) or Building Permit:

Engineering Division

A 1. The proposed improvements shown on the tentative map shall be completed or secured under a Site Improvement Permit application. The design material shall be in conformance with the applicable section(s) of the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:

a. Design material shall comply with all local, state, and federal codes and standards.
b. Civil improvement plans must be submitted in conformance with Division 2 and be consistent with final design reports for drainage, traffic, geotechnical and dam break.
c. Vicky Lane shall be constructed as a rural collector road per DCDCIS Standard Detail A01 and the street cross-section shown on the tentative map.
    i. A 5-Ft wide PCC sidewalk shall be constructed on the west side of Vicky Lane from the southerly intersection of Calido Way and Vicky Lane south to the existing sidewalk on North Santa Barbra Drive.
    ii. The access to APN: 1420-21-801-002 shall be improved to a rural residential driveway apron standard per DCDCIS Standard Detail A08-B.
    iii. The existing driveway access to APNs: 1420-28-510-001 and 1420-21-810-021 shall be extended to the re-alignment of Vicky Lane as necessary to match or exceed the current driveway specifications.
    iv. A 50-Foot diameter gravel turn-around bulb shall be constructed at the terminus of Vicky Lane.
    v. Mailbox cluster should be relocated south of Calido Way (south) and east of Vicky Lane for convenience of drop-off and pick-up. Existing cluster box on Vicky should be consolidated with this location. Mailbox cluster shall be installed per DCDCIS standard Detail A17.
d. Local roads within the subdivision shall be constructed as local urban roads per DCDCIS Standard Detail A02 and the street cross-section shown on the tentative map.
    i. The cul-de-sac bulb on Vincent Court shall have a minimum 50-foot improved surface for the radius bulb measured from the center pin to the edge of pavement.
    ii. The centerline of the horizontal curves shall comply with DCDCIS Section 3.9.6 which is a 150-Ft minimum radius.
e. The curb and gutter shown shall be constructed per DCDCIS Typie 1 PCC Curb & Gutter Standard Detail A05-A.
f. Construct an Improved Maintenance Access in accordance with Division 3.9.14 to the stormwater detention ponds.
g. Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application.
h. The plans must show all necessary drainage easements and identify them as public or private.

A 2. The development shall be served by a public water system, and the following conditions apply:

a. Meet the requirements of the "Intent to Serve" letter from DC Public Works.
b. Water lines must meet the requirements of Division 4, or standards of other applicable agencies.
c. For Douglas County water systems, submit a water system model report pursuant to Division 4, including fire district fire flow requirements.
d. The 8-Inch diameter public water main shown in Vicky Lane shall be located under the pavement section of Vicky Lane and in compliance with state separation requirements from non-potable water (sanitary sewer).

A 3. The development shall be served by a public sewer system, and the following conditions apply:

a. Meet the requirements of the "Intent to Serve" letter from DC Public Works.

b. Sewer lines must meet the requirements of Division 5 or standards from other applicable agencies.
c. For Douglas County sewer systems, the applicant must submit a sewer system model report pursuant to Division 5, Section 5.1.2.
d. A Homeowner Association or some other single private entity shall be formed to maintain the Low Pressure Sanitary Sewer (LPSS) in perpetuity.
e. An 8-inch diameter sewer main shall be extended to the northern terminus of Vicky Lane.
    i. Separate 4-inch diameter sewer laterals shall be stubbed east of the pavement on Vicky Lane to the following APNs:
        1. 1420-28-510-001
        2. 1420-21-810-021
        3. 1420-21-810-022
        4. 1420-21-810-001
        5. 1420-21-801-003
        6. 1420-21-801-001
        7. 1420-21-801-002

A 4. Prepare and submit a final technical drainage report meeting the requirements of DCDCIS Division 6. The following specific items need to be corrected with the final drainage report:
a. Off-site watersheds need to be considered in the report and accounted for in the design, particularly off-site flows that impact Vicky Lane.
b. On-site watersheds (existing and proposed) need to be broken out in more detail to differentiate flows from the residential area, the streets, and the open space as well as by topography.
    i. Run-off curve numbers shall be provided for each watershed sub-area. A composite curve number for the entire 80 Acre parcel will not be accepted.
    ii. The Time of Concentrations for pre-developed and post-developed watersheds shall be calculated, not estimated.
    iii. A hydrological soil group "A" shall be confirmed by with by infiltrometer testing on the existing site.
c. **Direct discharge of stormwater to the perennial stream without mitigation of flowrate or water quality is prohibited.**
d. The perennial stream shall be allowed to flow north past Calido Way as it has historically done.

A 5. Prepare and submit a final traffic impact analysis per DCDCIS Division 3 that also addresses DCDCIS Section 3.11.4.3 the intersection of US 395 and Stephanie Way. Specifically:
a. Recommendations for mitigation of traffic impacts to maintain a Level of Service "D" in the 2042 scenario for the US 395 southbound left turn movement.
b. A pro-rata cost share of future improvements to maintain a minimum Level of Service of "D" in the 2042 scenario.

A 6. Prepare and submit a final soils (geotechnical) report meeting the requirements of DCDCIS Division 8.

A 7. Prepare and submit a final dam breach analysis addressing the following specific items:
a. Analysis shall be run with pre-project and post-project topography to confirm limits of inundation.
b. Clarify the dam breach analysis is for an embankment failure on the east side of the reservoir.
c. Analysis shall identify a worst-case scenario breach based upon the post-project topography. The final map shall reflect the extents of inundation based upon this scenario.

A 8. Prepare and submit a memorandum from the aquatic resource specialist describing the impact of the recent Supreme Court Case of Sackett vs. EPA on the findings within the report.

Planning Division

A 9. The applicant must submit revised site plans for review and approval. The plans must be in conformance with the Douglas County Code (DCC), Title 20, and the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
   a. The applicant must submit final landscape and irrigation plans stamped by a licensed architect, landscape architect, or civil engineer. Landscape and irrigation plans are to be consistent with both the DCDCIS and Douglas County Code, Chapter 20.694 *Landscape Standards*, and Section 20.692.080 (D) *Parking lot landscape standards*.
   b. If financially feasible for County and future maintenance, install a segmented box culvert, maximum height of 5', and to include iron fencing around hot springs area.

A 10. The applicant must provide evidence that the GIS Department has approved all new street names. Any easement or road (public or private) providing access to two or more parcels must be named and street signs erected per Douglas County Code, Chapter 20.900 *Numbering Structures and Naming Streets*.

B. THE FOLLOWING CONDITIONS MUST BE MET WITH THE SUBMITTAL OF A FINAL MAP:

Engineering Division

B 1. Provide documentation that all required on-site and off-site improvements, including utilities are installed, constructed or secured. If the applicant proposes to secure for any of the required improvements, they must enter into a security and improvement agreement with Douglas County. The security improvement agreement and the security deposit shall comply with DCC Title 20.720.020 and 20.720.030.

B 2. Satisfy the water rights requirements in DCC, Title 20.100.040, by payment of a fee in lieu of dedication of 1.12 acre-feet per parcel to Douglas County for a total of 89.60 acre-feet (calculated as: 80 parcels x 1.12 acre-feet of water rights per parcel).

B 3. The applicant shall provide evidence that water connection fees for all parcels created by the final subdivision map or each phase of the subdivision to be recorded have been paid.

B 4. The applicant shall provide evidence that sewer connection fees for all parcels created by the final subdivision map or each phase of the subdivision to be recorded have been paid.

B 5. Pay the pro-rata share of traffic improvement costs required to maintain a minimum Level of Service of "C" at the intersection of US 395 and Stephanie Way for capacity improvements for the southbound left turn movement.

B 6. Submit a draft final map electronically with preliminary title report (must be within 12 months old) to the Planning Division (Planning@douglasnv.us) for a Technical Map Review, prior to final map submittal. The draft final map must reflect all the Conditions of Approval prior to submitting and also include a response letter to the Conditions of Approval. This expedites the final map submittal process by allowing both the Engineering and Planning Divisions to review the final map to the Conditions of Approval, Nevada Revised Statutes 278, and County Code.

B 7. The Final Map must show/address the following:
   a. Offer of dedication of all local and collector road rights of way as shown on the approved tentative subdivision map.
   b. Identify and delineate;
      i. Earthquake faults. A 50-foot minimum building setback (or otherwise based on the geotechnical engineer's recommendation).

ii. Perennial stream. A restricted use area extending 50-feet from both sides of the flowline as identified in the aquatic resources report.
iii. Inundation from dam break. A restricted use area covering the limits of the inundation area.

c. Drainage easements necessary to mitigate on-site, off-site, and cross-lot drainage impacts. All drainage easements not accepting flow from a public right-of-way must be shown as private.
d. An easement for any new cluster mailbox location not located within a public right of way.

B 8. The Final Map must provide notes that read as follows:

e. A seven and one-half (7.5) foot wide, public utility easement along all road frontages and a five (5) foot wide public utility easement along the side and rear lot lines.
f. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
g. The Community Development Certificate must state, "In addition all offers of dedication for public rights-of-way were rejected with the reservation to accept said offers at a later date. The County accepts the offer for dedication for the public utility easements".
h. All construction and development within the "hillside" areas identified on the final map must comply with DCC, Title 20.690.030 (K) *Hillside Grading*.
i. Maintenance of all drainage facilities and easements must be the responsibility of the individual property owners or other private entity, including a homeowner's association. Douglas County rejects any offer of dedication of drainage facilities or drainage easements.
j. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency.
k. No secondary power is provided and it is the responsibility of the parcel owner to provide the facilities and connections required by the power provider for secondary power, including connection fees, transformers, poles and line extensions.
l. No landscaping rock shall be placed within the public right of way maintained by Douglas County.
m. Note indicating that all parcels are subject to an avigation easement, and may be subject to noise from the aircraft over head that are using the Minden Tahoe Airport.

B 9. Submit a copy of a recorded deed restriction stating the following:

> On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to ensure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County.

B 10. Submit a copy of a recorded deed restriction stating the following:

> Residential driveway access to Vicky Lane is prohibited. All residential driveway access shall be from a local road internal to the subdivision.

B 11. Submit a copy of a recorded deed restriction stating the following:

Owners purchase this property with the understanding that a sewage treatment plant operated by Douglas County, Nevada is located to the west of the property, and owners represent that they will not take any legal or equitable action against Douglas County, Nevada, its agents, entities, or employees as a result of the location of said plant.

B 12. Submit a copy of a recorded deed restriction stating the following:
Owners purchase this property with the understanding that Aircraft noise from the Minden Tahoe Airport, in Douglas County Nevada, extends into this area of Warm Springs and may have detrimental effect on you daily lifestyle. You are purchasing this property with the understanding and you represent that you will not take any legal or equitable action against Douglas County, Nevada or architectural review committee, their agents, entities, employees, or Declarants as a result of any noise generated by the overhead airplanes using the Minden Tahoe Airport, Douglas County, Nevada.

Planning Division

B 13. The applicant must submit a copy of a recorded deed restriction stating the following:

"Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

B 14. The applicant must submit documentation that all property taxes and any agricultural liens of the property have been paid in full for the current fiscal year.

B 15. The applicant must comply with the Final Map requirements as prescribed by NRS 278 and Douglas County Code, Section 20.708 Subdivision Maps.

B 16. The applicant must submit an affidavit stating that the person proposing to divide the land, or any successor in interest, will make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923.

B 17. Prior to final map submittal, notes must be included on the final map referencing the CC&Rs.

C. THE FOLLOWING CONDITION IS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:

Public Works Division

C 1. Submit inspection and maintenance records annually from the date of the notice of completion to the Stormwater Program Manager in the Public Works Department detailing any maintenance work that has been completed.

This is the final decision regarding your Development Application for a Design Review. This approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with DCC.

Should you challenge any portion of this decision, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

To expedite the review process, please include a copy of this letter with a response letter when submitting for a building permit or site improvement permit.

If you have any questions, please call me at (775) 782-6212.

Sincerely,

Kate Moroles-O'Neil

Kate Moroles-O'Neil
Planning Manager
Douglas County Community Development

Cc: Jeremy Hutchings, PE – County Engineer

REVOCABLE LICENSE FOR ACCESS TO COUNTY PROPERTY

THIS Revocable License for Access to County Property ("License") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and Warm Springs Estates, LLC ("Warm Springs"). County and Warm Springs are sometimes individually referred to as "Party" and may collectively be referred to as "Parties."

RECITALS

WHEREAS, County is the owner of that certain real property located in Douglas County, Nevada, at 3051 Heybourne Road, identified by Douglas County Assessor's Parcel Number: 1420-29-001-009 (the "County Property").

WHEREAS, Warm Springs is the owner of that certain real property located in Douglas County, Nevada, 80-acres in size, identified by Douglas County Assessor's Parcel Number: 1420-00-002-014 (the "Warm Springs Property"), which is adjacent to the County Property.

WHEREAS, on December 8, 2023, the Douglas County Board of Commissioners adopted Ordinance 2023-1625, which approved Planned Development (PD) and Tentative Subdivision Map (TSM) Application DP22-0207, for an 80-unit, single-family residential subdivision upon the Warm Springs Property ("Project"), subject to certain conditions of approval.

WHEREAS, one of the conditions of the Project PD approval requires Warm Springs to build a secondary access road from the Warm Springs Property across the County Property to a connecting point at Heybourne Road.

WHEREAS, that same condition of approval requires the County to authorize access to the County Property so that Warm Springs may construct and maintain the secondary access road.

WHEREAS, County now desires to grant, and Warm Springs desires to acquire, a revocable non-exclusive license to access the County Property so that Warm Springs may construct and maintain an access road from the Warm Springs Property to Heybourne Road, over those portions of the County Property depicted and more particularly described in the legal description attached hereto as **Exhibit A** (the "License Area"), which is incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein.
2. **Grant of License:** County hereby agrees to allow Warm Springs to enter upon the License Area to construct and maintain an access road connecting the Warm Springs Property to Heybourne Road.
3. **Use of License:** Warm Springs hereby agrees to use this License to establish, construct, install, use, operate, inspect, repair and maintain,, at its sole expense, an access road within the License Area. Warm Springs or its successor in interest assumes a duty to inspect and maintain the License Area or warn of any defects or dangerous conditions and make all necessary corrections and repairs. All use by Warm Springs shall be reasonable and carried out in a

manner that ensures the lowest level of disturbance to the County Property necessary to effectuate the purpose of this License.

4. **Warm Springs Improvements:** Warm Springs shall be solely responsible for the construction and maintenance of the access road, and County agrees to not interfere with the construction, use, and maintenance activities of Warm Springs with respect to this License. Warm Springs agrees to provide 48 hours' advance notice to County before commencing construction or maintenance activities within the License Area.

5. **Standard of Construction:** This License obligates Warm Springs to construct and maintain the access road to, at a minimum, the Douglas County Standard Detail entitled "Unpaved Road Section/At-Grade Service Road," attached hereto as **Exhibit B**.

6. **County Improvements:** County shall have the right to construct, at its sole expense, other improvements in the License Area as may be desired by County, provided those improvements do not interfere with Warm Springs' rights as defined within this License. Nothing in this License is intended to prohibit the use of the License Area by County, provided such use does not interfere with the rights of Warm Springs as defined by this License.

7. **Indemnification:** Warm Springs agrees to indemnify and defend County from any claims related to or arising from: Warm Springs entering the County Property and/or License Area; and Warm Springs' activities allowed pursuant to the terms of this License. County will not waive and intends to assert all available liability limitations, including those set forth in NRS Chapter 41.

8. **No Third-Party Rights:** Nothing contained in this License is intended to convey any rights or to create a contractual relationship with any third party except the successor(s) in interest of Warm Springs, or to otherwise allow a third party to assert a cause of action against the County, its officers, elected officials, employees, or agents.

9. **Successors and Assigns:** Warm Springs may, with prior written consent of the County, which consent will not be unreasonably withheld, transfer, assign, or delegate its rights and obligations under this License to a Homeowner's Association, General Improvement District, or other similar entity that is created by Warm Springs for the purpose of maintaining the common areas, roadways, and/or other common infrastructure and property within the Warm Springs Planned Development.

10. **Compliance With Laws:** Warm Springs agrees that its use of this License shall be in compliance with all applicable local, state, and federal laws and regulations.

11. **Revocation:** The Parties agree that County may only revoke this License upon modification of the conditions of the Project PD via the adoption of the appropriate ordinance by the Douglas County Board of Commissioners. Such revocation shall become effective only upon the County providing Warm Springs or its successor in interest with 90 days' written notice following action by the Douglas County Board of Commissioners to revoke the License..

12. **Choice of Law and Venue**: This License 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 this License. In the event a dispute arises among the Parties, the Parties agree to meet and confer to resolve the dispute. If the dispute cannot be resolved, any subsequent litigation shall proceed in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas. The Parties agree to not seek punitive damages against the other party and believe the award of punitive damages would be inappropriate.

13. **Notices:** All communications which may be given by either Party to this License shall be

made in writing and sent by: (a) hand delivery or (b) certified mail, return receipt requested. Notices shall be sent to the following addresses:

To County:
Douglas County
P.O. Box 218
Minden, NV 89423

To Warm Springs:
Warm Springs Estates, LLC
P.O. Box 489
Minden, NV 89423

14. **Amendments:** This License may be amended only by execution of a written instrument signed by both County and Warm Springs.
15. **Severability:** If any provision or specific application of this License is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions or specific applications of this License shall remain valid and binding.
16. **Effective Date:** This License is made effective upon the date of the last signature to this License.

IN WITNESS WHEREOF, the Parties hereto have caused this Revocable License for Access to County Property to be signed and executed and intend to be legally bound thereby.

ACCEPTED AND AGREED:

Douglas County

By:_____ _____
Mark Gardner, Chair Date
Douglas County Board of Commissioners

Warm Springs Estates, LLC

By: Santa Ynez Valley Construction Co.
a California corporation, Managing Member

By:_____ 8/31/26
Leo A. Hanley, President Date

Exhibit A

DESCRIPTION
60’ ACCESS EASEMENT
WITHIN A PORTION OF PARCEL B, ROS PM WAIVER, DOC. 2009-741606

A sixty foot (60’) access easement situate within in a portion of the Southeast one-quarter (SE 1/4) of Section 20 (Sec.20) and the Northeast one-quarter (NE 1/4) of Section 29, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, located within a portion of Parcel B as shown on Record of Survey in Support of a Parcel Map Waiver, filed for record April 20, 2009 in the office of the Recorder, Douglas County, Nevada as Document No. 2009-741606, further described as follows:

BEGINNING at the common section corners to Sections 20, 21, 28 & 29, marked by a BLM Brass Cap, being a point on the east boundary of said Parcel B;

THENCE along the east boundary of said Parcel B, coincident with the east section line of said Sec. 29 and the west section line of said Section 28, South 00°52'13" West, 1,147.06 to a curve to the right;

THENCE leaving said east boundary of said Parcel B and said section line, southwesterly, along the arc of said curve to the right, 279.86 feet, having a radius of 180.00 feet, through a central angle of 89°05'00";

THENCE South 89°57'12" West, 1,090.03 feet to the beginning of a non-tangent curve to the left;

THENCE, Westerly along the arc of said curve to the left 41.19 feet, having a radius of 120.00 feet, through a central angle of 19°40'00", from which the radius point lies South 00°02'47" East, to a point on the southerly boundary of said Parcel B;

THENCE along said southerly boundary, South 89°57'13" West,15.92 feet to the angle point on said southerly boundary, marked by a metal pipe with cap, stamped LS 2280;

THENCE continuing along said southerly boundary, South 45°21'45" West, 859.96 feet to the beginning of a non-tangent curve to the right;

THENCE Westerly, leaving the southerly boundary of said Parcel B and along the arc of said curve to the right 142.40 feet, having a radius of 180.00 feet, through a central angle of 45°19'39" from which the radius point lies North 44°38'14"West;

THENCE North 89°18'35" West, 542.65 feet to a point on the east line of an existing 50-foot-wide access easement per Document No. 44253 and Document No. 741606, records of Douglas County, Nevada;

THENCE along said east line of an existing 50-foot-wide access easement, North 00°51'14" East, 60.00 feet;

THENCE leaving said east line of an existing 50-foot-wide access easement, South 89°18'35" East, 542.48 feet to the beginning of a curve to the left;

THENCE, Easterly, along the arc of said curve to the left 94.94 feet, having a radius of 120.00 feet, through a central angle of 45°19'39";

THENCE North 45°21'45" East, 820.72 feet to the beginning of a curve to the right;

THENCE Easterly, along the arc of said curve to the right 140.09 feet, having a radius of 180.00 feet through a central angle of 44°35'29";

THENCE North 89°57'12" East, 1,090.03 feet to the beginning of a non-tangent curve to the left;

THENCE Northeasterly, along the arc of said curve to the left 186.58 feet, having a radius of 120.00 feet through a central angle of 89°05'00", from which the radius point lies North 00°02'47" West;

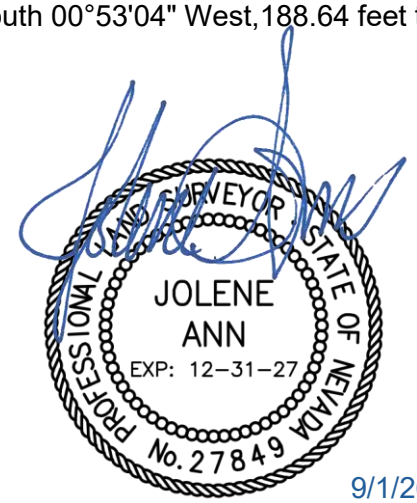
THENCE North 00°52'13" East, 1,200.78 feet to the beginning of a non-tangent curve to the right;

THENCE Northeasterly, along the arc of said curve to the right 152.17 feet, having a radius of 180.00 feet through a central angle of 48°26'10" to the aforementioned east boundary of said Parcel B coincident with the east section line of said Section 20, of which the radius point lies South 89°21'21" East;

THENCE along said east boundary and said section line, South 00°53'04" West,188.64 feet the **POINT OF BEGINNING**.

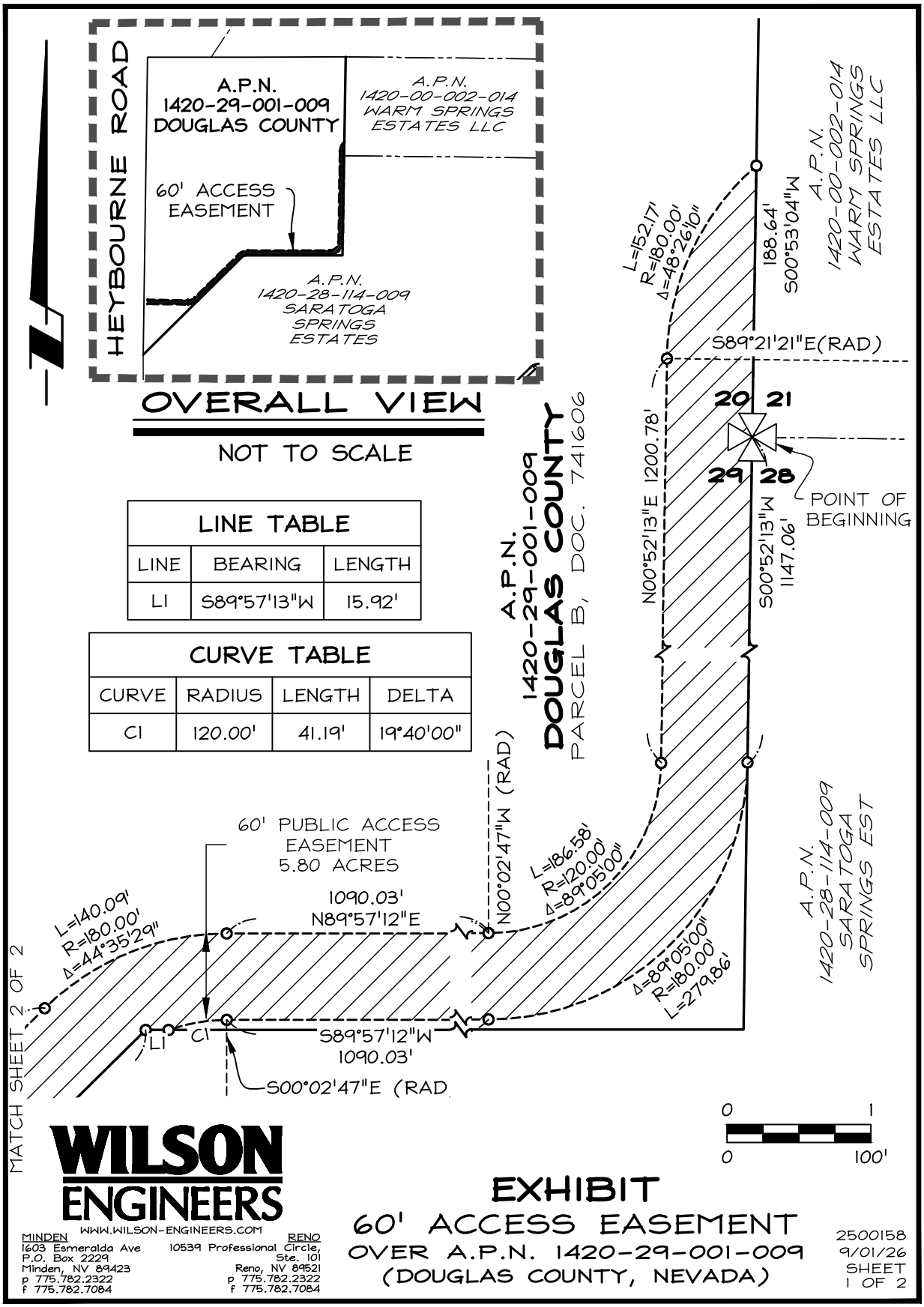
Containing 5.80 acres of land, more or less.

The basis of bearing of this description is Modified Nevada State Plane Coordinate System, West Zone based on North American Datum of 1983/2011, (NAD 83/2011), as determined using Real Time Kinematic (RTK) GPS Observations.



9/1/26

Prepared By: Wilson Engineers
Jolene Ann, P.L.S. 27849
P.O. Box 2229
Minden, Nevada 89423



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°57'13"W	15.92'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	120.00'	41.19'	19°40'00"

MATCH SHEET 2 OF 2

Y:\Client Files\2500158\2500158\CAD\Survey\Exhibits\60' Offsite Access Ease.dwg 9/2/2026 2:40:25 PM Rina Kampy

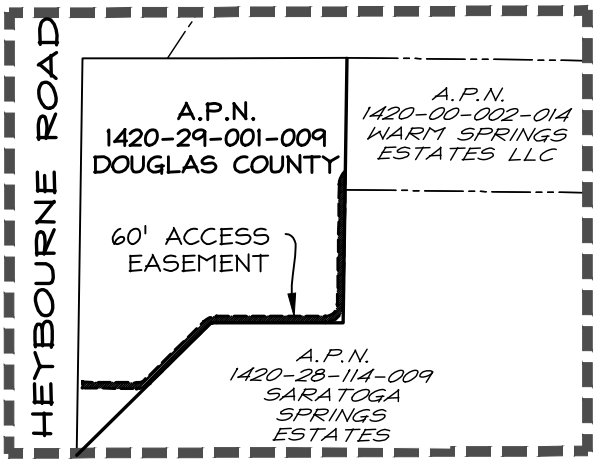
WILSON ENGINEERS
WWW.WILSON-ENGINEERS.COM

MINDEN
1603 Esmeralda Ave
P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7084

RENO
10539 Professional Circle,
Ste. 101
Reno, NV 89521
p 775.782.2322
f 775.782.7084

EXHIBIT
60' ACCESS EASEMENT
OVER A.P.N. 1420-29-001-009
(DOUGLAS COUNTY, NEVADA)

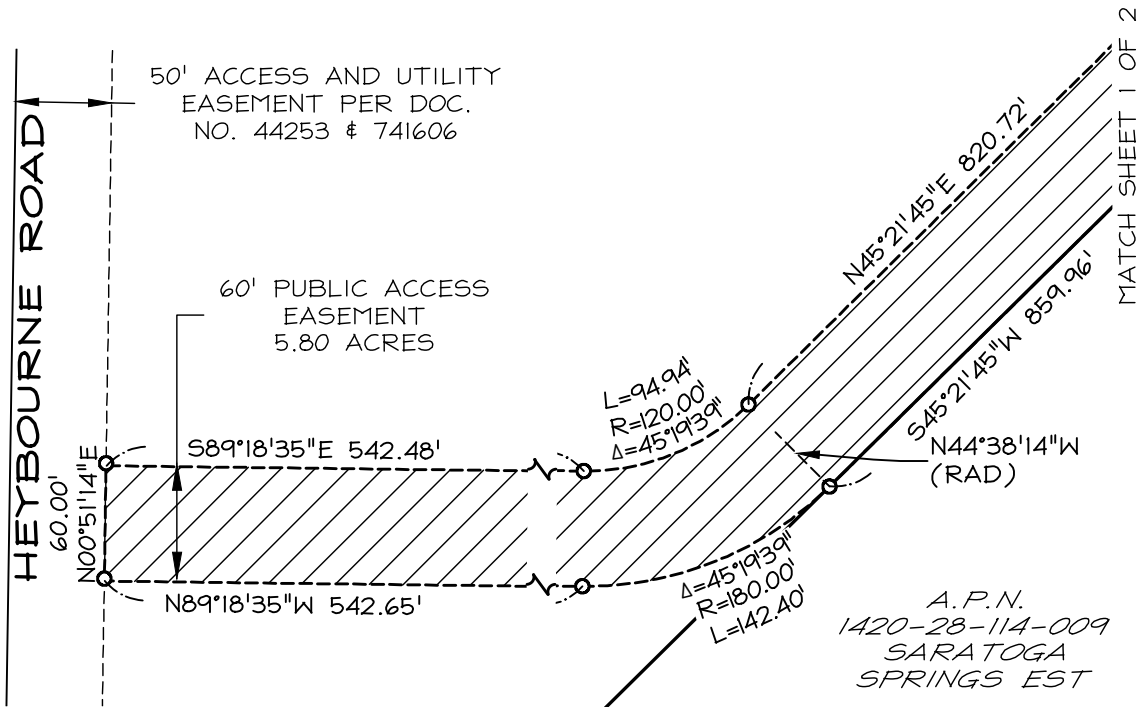
2500158
9/01/26
SHEET
1 OF 2



OVERALL VIEW

NOT TO SCALE

A.P.N.
1420-29-001-009
DOUGLAS COUNTY
PARCEL B, DOC. 741606



0 1

0 100'

EXHIBIT

60' ACCESS EASEMENT

OVER A.P.N. 1420-29-001-009

(DOUGLAS COUNTY, NEVADA)

2500158
9/01/26
SHEET
2 OF 2

WILSON ENGINEERS
WWW.WILSON-ENGINEERS.COM

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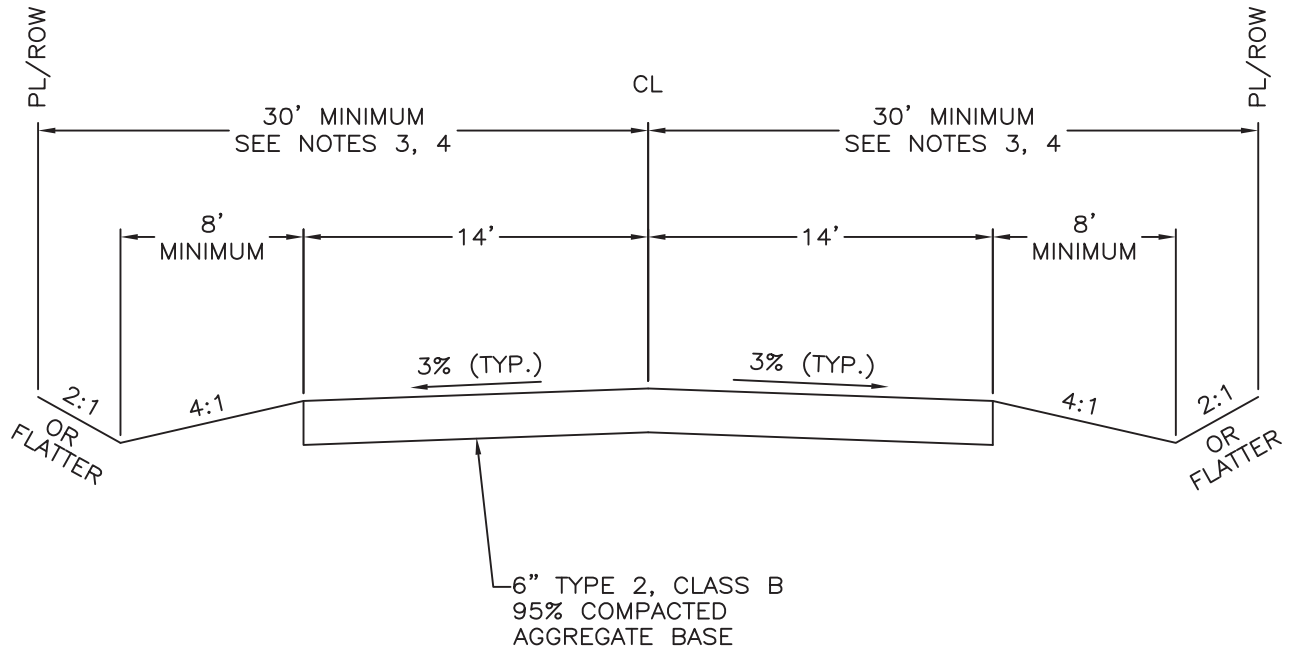
1603 Esmeralda Ave
P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7084

RENO
10539 Professional Circle,
Ste. 101
Reno, NV 89521
p 775.782.2322
f 775.782.7084

Y:\Client Files\2500158\2500158\CAD\Survey\Exhibits\60' Offsite Access Ease.dwg 9/2/2026 2:44:30 PM Rina Kampy

Exhibit B



NOTES:

1. UNPAVED ROAD SECTION ALLOWED ONLY BY APPROVED VARIANCE OR PARCEL MAP WAIVER (SEE DCC 20.712.040).
2. STRUCTURAL SECTION TO BE DETERMINED BY ENGINEERING DESIGN, BUT IN NO CASE SHALL THE AGGREGATE BASE BE LESS THAN 6 INCHES THICK.
3. SITE SPECIFIC TRAFFIC DATA OR PROJECTIONS SHALL BE USED TO DETERMINE THE STRUCTURAL SECTION, BUT ALL STRUCTURAL SECTIONS MUST SUPPORT A TANDEM LOAD OF 25 TONS.
4. ROADS PROPOSED IN SPECIAL FLOOD HAZARD AREAS SHALL COMPLY WITH CHAPTER 20.50 OF TITLE 20.

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION: DOUGLAS COUNTY
			UNPAVED ROAD SECTION/ AT-GRADE SERVICE ROAD	DATE: DEC. 2018
				DWG: A03-A

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 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 August 15, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through August 15, 2026, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:
Pursuant to Nevada Revised Statute 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 August 15, 2026 updated.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 8/1/2026 - To Date: 8/15/2026

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$16,616,121.15	$5,835,405.93	1	$22,451,527.08
201	Stabilization Fund	$1,755,276.57	$0.00		$1,755,276.57
202	Nv Cooperative Extension	$576,604.45	$98,558.30		$675,162.75
208	Cash Trust	$836,819.13	($89.81)		$836,729.32
211	Solid Waste Mgmt.	$4,051,003.30	($59,662.71)		$3,991,340.59
212	Landscape Maintenance Districts	$9,634.28	$4,993.87		$14,628.15
215	Assistance To Indigents	$811,594.29	$339,516.45		$1,151,110.74
216	Social Services	$2,915,808.10	$243,761.49		$3,159,569.59
217	One Nevada (Opioid Settlement)	$1,300,191.03	($23,261.85)		$1,276,929.18
220	PALS Sales Tax Fund	$245,211.30	$0.00		$245,211.30
222	Law Library	$79,074.30	$772.03		$79,846.33
224	Library	$1,136,557.14	($92,142.65)		$1,044,414.49
232	Road Operating	$1,779,382.89	$40,095.00		$1,819,477.89
234	Room Tax	$3,768,122.03	($381,296.65)		$3,386,825.38
235	Library Gift Fund	$148,323.05	$202.51		$148,525.56
236	Tahoe-Douglas Trans.Dist.	$4,971,198.23	$140,458.84		$5,111,657.07
240	Justice Ct. Admin. Assess	$1,698,947.80	$20,670.53		$1,719,618.33
242	China Spring Youth Camp	$781,980.64	($127,414.20)		$654,566.44
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,312,268.97	$403,291.61		$1,715,560.58
256	911 Surcharge	$578,946.44	($22,802.73)		$556,143.71
260	Senior Services Program	$1,326,872.72	($152,820.77)		$1,174,051.95
297	Restricted Accounts Fund	$4,425,602.40	($12,788.40)		$4,412,814.00
309	Risk Management	$6,571,162.30	($350,578.13)		$6,220,584.17
310	Self Ins.Dental Insurance	$806,424.45	$5,243.81		$811,668.26
313	Motor Pool/Vehicle Maint	$1,786,696.96	$110,526.52		$1,897,223.48
324	Regional Water Fund	$2,540,177.44	$168,481.34		$2,708,658.78
325	Sewer Utility	$13,031,307.74	$44,452.12		$13,075,759.86
328	Douglas County Water Utility	$21,970,161.76	($133,197.72)		$21,836,964.04
360	Airport Enterprise Fund	$2,576,811.05	($6,683.64)		$2,570,127.41
361	Stormwater Enterprise Fund	$1,501,926.07	($54,209.87)		$1,447,716.20
401	Extraordinary Maintenance	$3,723,299.35	($109,806.19)		$3,613,493.16
405	Ad Val Capital Projects	$773,712.18	$489,090.64		$1,262,802.82
410	County Construction	$7,423,804.24	($8,777.39)		$7,415,026.85
420	Park Resident.Const.Tax	$1,024,268.67	$30,978.52		$1,055,247.19
430	Regional Transportation	$12,099,667.65	$617,201.24		$12,716,868.89
440	Capital Projects-Debt Financed	$31,239,994.01	($3,185,306.81)	2	$28,054,687.20
541	Debt Service	$2,238,202.54	$0.00		$2,238,202.54
600	Dc Redevelopment Area 2-Admin.	$337,226.90	$529,082.45		$866,309.35
601	Dc Redevl. Area 2-Cap. Projects	$28,987.20	($0.63)		$28,986.57
606	Dc Redevel.-Cap.Projects	$2,800,283.23	($61.05)		$2,800,222.18
610	Gardnerville Town	$1,394,236.76	$310,668.34		$1,704,905.10
611	Gardnerville Trash	$913,746.50	($9,519.87)		$904,226.63

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
614	Gardnerville Ad Val Cap Proj	$100,872.94	($2.20)		$100,870.74
620	Genoa Town	$744,261.97	$4,438.57		$748,700.54
622	Genoa Ad Val Cap Projects	$63,758.15	($1.39)		$63,756.76
624	Genoa Construction Res	($10,267.26)	$0.00	3	($10,267.26)
630	Minden Town	$846,235.91	$303,300.94		$1,149,536.85
631	Minden Ad Val Cap Project	$133,651.43	($2.91)		$133,648.52
635	Minden Trash	$856,462.25	$12,357.39		$868,819.64
636	Minden Cap.Equip./Constr.	$3,888,628.82	($420,086.25)		$3,468,542.57
639	Minden Wholesale Water Utility	$7,718,634.21	($124,407.11)		$7,594,227.10
640	Minden Town Water	$13,319,128.16	($18,060.65)		$13,301,067.51
710	School District	$2,525,270.24	$7,442,168.24		$9,967,438.48
720	School Dist. Debt	$335,203.51	$1,001,220.89		$1,336,424.40
804	Carson Water Sub	$70,798.43	$203,253.70		$274,052.13
806	Cave Rock	$15,763.26	$16,841.20		$32,604.46
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$1,115,809.17	$3,205,444.88		$4,321,254.05
810	Elk Point Sanitation	$251.83	$1,254.04		$1,505.87
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$94,858.23	$315,565.05		$410,423.28
813	Genoa Lakes District	$256,221.52	$0.00		$256,221.52
814	Indian Hill	$77,841.46	$323,202.37		$401,043.83
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$79,664.36	$255,056.63		$334,720.99
822	Lakeridge	$736.13	$21,105.29		$21,841.42
823	Legal Services	$6,368.60	$2,725.76		$9,094.36
824	Logan Creek	$2,253.84	$11,725.75		$13,979.59
826	Mgsd	$54,620.30	$138,876.85		$193,497.15
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$3,949.43	$19,164.58		$23,114.01
832	Round Hill GID	$31,125.45	$53,340.89		$84,466.34
834	Sierra Estates	$1,608.00	$7,659.51		$9,267.51
836	Skyland	$9,492.18	$23,375.41		$32,867.59
838	Tahoe Douglas Sanitation	$16,800.83	$61,345.78		$78,146.61
839	Tahoe Douglas Fire	$560,365.81	$1,833,140.40		$2,393,506.21
840	Topaz Estates	$18,793.80	$60,575.81		$79,369.61
842	Zephyr Cove	$2,498.67	$9,081.85		$11,580.52
844	Zephyr Heights	$5,866.43	$31,002.25		$36,868.68
846	Zephyr Knolls	$4,820.16	$16,311.63		$21,131.79
847	Ef Swim Pool Dist Oper	$296,292.85	$848,222.86		$1,144,515.71
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$839,681.52	($141,499.28)		$698,182.24
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	$84,129.28	($1,107.21)		$83,022.07
856	Inmates Trust	$20,489.58	$590.57		$21,080.15
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$127,316.54	$0.00		$127,316.54
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
867	Public Administrator	$2,577,672.54	$186,216.19		$2,763,888.73
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$73,799.99	$210,651.76		$284,451.75
890	State Of Nevada	$1,747,213.15	$2,380,281.89		$4,127,495.04
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$0.00	$332.99		$332.99
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 100 Funds		$206,350,412.48	$22,997,695.39		$229,348,107.87

Notes

1	General Fund	Revenue collections
2	Capital Projects-Debt Financed	Accounts payable
3	Genoa Construction Res	Waiting for grant revenue reimbursement

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a one-year OnBase software license and managed service renewal with Naviant LLC, in the amount of $67,115.11 (license & enhanced support) and $60,000.00 (managed services) for a total of $127,115.11, and authorize the Chief Information Officer to execute any required documents to complete the purchase. (Peace Ruggia, Chief Information Officer)

RECOMMENDED MOTION:
Approve the purchase of a Naviant LLC OnBase software license and support services renewal as presented, and authorize the Chief Information Officer to execute any required documents.

FINANCIAL IMPACT:
Funding for the Naviant LLC software and support is available in the Technology Services Software Fund (101.192.533.806).

BACKGROUND:
This renewal is essential for record retention software OnBase. OnBase is utilized by Sheriff Records, Community Development, Clerk-Treasurer, and the County Recorder. OnBase, offered and implemented by Naviant, is a unified enterprise information platform that provides document management for safe record keeping. Naviant managed services and the OnBase software has been essential in the integrations of records across multiple departments and for major projects such as Community Developments Oracle Permitting and Licensing.

ATTACHMENTS:
Naviant - Inv 00158122 - PO 04898.pdf
Naviant - Inv 00158121 - PO 04897.pdf

201 Prairie Heights Drive
Verona, WI 53593-2209

Voice: 888-686-4624
Fax: 608-848-0901

Invoice

Invoice Number: 00158122
Invoice Date: 7/31/2026
Terms: NET DUE IN 30 DAYS
Invoice Due Date: 8/30/2026
Customer Number: DOUCTY
Customer P.O.:
Customer Contact: Michael Avila
Email: mavila@douglasnv.us
Order Number: SO-04898
Salesperson: Carrie Saurbeir

Bill To:

Douglas County - NV
PO Box 218
Minden, NV 89423
US

Ship To:

Douglas County - NV
1112 Airport Road
Minden, NV 89423
US

Managed Services 09/01/26 - 08/31/27

Item Number	Description	Ordered	Unit Price	Amount
RETAINER	Retainer	1.00	60,000.00	60,000.00
Managed Services				

Mail checks to:
Naviant LLC
PO Box 71582
Chicago, IL 60694-1582

Overnight Address:
Conduent
BMO Lockbox #71582
141 W Jacksons Blvd, Suite 1000
Chicago, IL 60604

Questions? Please email billing@naviant.com
Invoices over 30 days will incur a 1.5% charge per month on the outstanding balances.

Net Invoice	**60,000.00**
Sales Tax	**0.0(**
Invoice Total	**USD 60,000.0(**

201 Prairie Heights Drive
Verona, WI 53593-2209

Voice: 888-686-4624
Fax: 608-848-0901

Invoice

Invoice Number: 00158121
Invoice Date: 7/31/2026
Terms: NET DUE IN 30 DAYS
Invoice Due Date: 8/30/2026
Customer Number: DOUCTY
Customer P.O.:
Customer Contact: Michael Avila
Email: mavila@douglasnv.us
Order Number: SO-04897
Salesperson: Carrie Saurbeir

Bill To:

Douglas County - NV
PO Box 218
Minden, NV 89423
US

Ship To:

Douglas County - NV
1112 Airport Road
Minden, NV 89423
US

ESA Renewal 09/01/26 - 08/31/27

Item Number	Description	Ordered	Unit Price	Amount
SAASC	SaaS w/Cloud Subscription	1.00	60,199.74	60,199.74
	OnBase Software Subscription and Hosting			
ESA	Enhanced Support Agreement	1.00	6,915.37	6,915.37
	ESA/SLA Support			

Mail checks to:
Naviant LLC
PO Box 71582
Chicago, IL 60694-1582

Overnight Address:
Conduent
BMO Lockbox #71582
141 W Jacksons Blvd, Suite 1000
Chicago, IL 60604

Questions? Please email billing@naviant.com

Invoices over 30 days will incur a 1.5% charge per month on the outstanding balances.

Net Invoice	**67,115.11**
Sales Tax	**0.0(**
Invoice Total	**USD 67,115.1**

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize a $276,800 professional services contract with Lumos & Associates to provide engineering services during the construction of the Skyline Tank Rehabilitation 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)

RECOMMENDED MOTION:
Authorize a $276,800 professional services contract with Lumos & Associates to provide engineering services during the construction of the Skyline Tank Rehabilitation Project, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price.

FINANCIAL IMPACT:
Funds, in the amount of $276,800, are available in Project 24W06, funded in the Water Utility Enterprise Fund. (562.000 - Capital Projects)

BACKGROUND:
The Skyline Tank has reached its useful life and requires rehabilitation. The tank supplies operating, emergency and fire flow storage for portions of East Valley within the Carson Valley Water Systems. The project will increase storage capacity by building an additional tank for storage and rehabilitating the existing tank. Lumos and Associates will provide professional engineering services during the duration of the project which includes Project Management, Construction Engineering Support, Construction Staking, and Special Inspections with Material Testing.

ATTACHMENTS:
202608 LumosContract_Skyline Tank Construction Support_Final.pdf
Douglas County Skyline Tank #2 - CM Services - Letter Proposal_Revised.pdf

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

LUMOS & ASSOCIATES, INC.

This Contract for Professional Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Lumos & Associates, Inc., Nevada Business ID #: NV19791006982 ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is signed by the last Party to sign the Contract ("Effective Date"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until December 31, 2027, or until the Services to be Performed under Section 2 have been completed, whichever is earlier. The Parties will adhere to the schedule in Exhibit A; deadlines will be equitably adjusted for delays beyond Contractor's reasonable control—including County-caused or third-party delays and events described in the Force Majeure section.

2. SERVICES TO BE PERFORMED. The Parties agree that Contractor perform the following services: provide construction administration support for the Skyline Tanks Project.

The services to be provided are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Section 2 on a time and materials basis for a total cost not to exceed two hundred seventy-six thousand eight hundred dollars ($276,800.00) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for

payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Section 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, its associates, employees and subcontractors shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas County employee and that there shall be no:

1. Withholding of income taxes by the County.
2. Industrial insurance coverage provided by the County.
3. Participation in group insurance plans which may be available to employees of the County.
4. Participation or contributions by either the independent contractor or the County to the public employees' retirement system.
5. Accumulation of vacation leave or sick leave.
6. Unemployment compensation coverage provided by the County.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Contract.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the 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 Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Contract.

h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Contract.
i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

> *Lumos & Associates, Inc. has entered into a contract with Douglas County to perform services through approximately December 31, 2027 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627; and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*
>
> *The certificate and notice should be mailed to:*
>
> *Douglas County*
> *Public Works Department*
> *ATTN: Phil Ritger*
> *Post Office Box 218*
> *Minden, Nevada 89423*

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

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

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

6. WARRANTY. Contractor hereby agrees that the services provided under this Contract will be performed consistent with the professional standard of care described in Section 21 and shall comply with the applicable specifications and requirements set forth in this Contract. For clarity, nothing in this Section creates any warranty or guarantee; Contractor's obligations are limited to the professional standard of care in Section 21.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor, provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. LICENSING. Contractor agrees to maintain any required licenses and certifications to perform any services for County, including but not limited to, NV State Business License. The failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

9. LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for all liability arising from Contractor's performance of work pursuant to this Contract. This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

a. **General Liability Insurance.** Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence,

$2,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

c. **Professional Liability (Errors and Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the Services required by this Contract

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses form each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

10. NON-APPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this

document and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

12. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

14. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

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

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

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

18. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, to the extent that they result from the negligent acts, errors, or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, except to the extent Liabilities arise from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Notwithstanding the foregoing, Contractor has no duty to defend the County with respect to any claim or action based upon or arising out of Contractor's professional services; any attorneys' fees or costs recoverable by the County, if any, shall be limited to those awarded by a trier of fact and proportionate to Contractor's adjudicated share of liability.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

19. MODIFICATION OF CONTRACT. The Contract and the attached Exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

22. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.§ 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 49 U.S.C. § 5332, and any other applicable Federal or State non-discrimination laws, Contractor agrees that it will not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

23. ANTI-BOYCOTT. If the annual amount required to perform this Contract (identified in Section 3) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065(5).

24. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

25. THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

27. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

28. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Public Works Department
Attn: Phil Ritger
Post Office Box 218
Minden, Nevada 89423

To Contractor: Lumos & Associates, Inc.
Attn: Dan Stucky
950 Sandhill Road, Suite 100
Reno, NV 895211

28. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

Lumos & Associates, Inc.

By: _____
Dan Stucky, Director of Engineering (Date)

Douglas County

By: _____
Philip Ritger, Public Works Director (Date)

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno • Roseville

Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

LumosInc.com

8/13/2026

Via email: ncharles@douglasnv.us

Mr. Nick Charles, P.E.
Douglas County Public Works
1120 Airport Road Bldg F2
Minden, NV 89423

Subject: ***Douglas County Skyline Tank #2 Project***
Proposal for Engineering Services during Construction (PN 11201.002)

Dear Nick:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services for development of Skyline Tank #2 Project.

Project Understanding

The project previously design by Lumos and currently out to bid is located on a 1.7-acre utility easement on a BLM parcel (APN: 1420-00-002-013) at 1800 Stephanie Way in Minden, NV. More generally, the project is located entirely within the SE1/4 of NE1/4 and the NE1/4 of the SE1/4 of Section 35, Township 14N, Range 20E M.D.B. & M. Douglas County had Lumos design a new nominal 700,000-gallon-tank (Skyline Tank #2) adjacent to the existing Skyline Tank. The additional tank is required at this location due to the existing 500,000-gallon welded steel tank not providing sufficient storage capacity for the Skyline High and Low Pressure Zones. Additional details of the project design include:

- New nominal 700,000-gallon welded steel tank
  - NSF certified interior coating and exterior painting (color assumed to match existing tank)
  - Tank appurtenances (i.e. mixer, site gauge, ladder, etc.)
  - Site work and grading, as required
  - Electrical, as required; electrical site cleanup, tie-in new tank to existing SCADA
- Rehabilitation of the existing Skyline Tank
  - Full internal and external recoating, including the repainting of all painted components and replacement of all gaskets
  - Installation of flexible joints for inlet/outlet pipe and drain in lieu of a full seismic retrofit
  - Replacement of liquid level indicator

Douglas County has requested a proposal for the Construction Management Support which will include the tasks described in the Project Scope below.

Project Scope

Task 1 – Project Management

Under this task Lumos will provide management and coordination of our field staff and other internal administrative services. This task will include the following activities:

- General Project Management
  - Project Setup, Contract and Project Administration
  - Scheduling
  - Monthly Invoicing from the Owner
  - PM Coordination

Task 2 – Construction Engineering Support

Lumos will provide Construction Engineering Support services in the form of:

- Review of construction submittals and shop drawings throughout construction. Lumos will provide comment and return all submittals to Douglas County for review and distribution to the Contractor.
- Provide responses to the Contractor's Request for Information (RFI) and issue necessary clarification of the Contract Documents
- Meeting Attendance
  - Pre-construction Meeting; To be held at and conducted by Douglas County Public Works, attendees include contractors, major suppliers, and up to two Lumos Consultants; 1 site visit
  - Construction/Site/Inspection Meetings
    - Onsite visits with Douglas County and the Contractor; Up to 10 site visits
    - Witness XRAY Testing for new tank and door sheet on existing tank; 1 site visit
    - Witness Holiday Testing; 1 site visit for new tank and 1 site visit for existing tank
    - Coating spot check with AMPP inspector and coordination including:
      - 2 inside each tank for surface prep and final coat; 4 site visits
      - 1 outside each tank for final coat; 2 site visits
  - Bi-weekly Progress Meetings with Douglas County staff, the Contractor, and any subcontractors or others necessary for the construction of the project; up to 22 site visits
  - Contractor site work safety meetings where Lumos is required; up to 3 site visits
- Review of the Contractor's Work Schedules, verify consistency with the requirements of the Contract Documents.
- Review AMPP coatings inspection reports, Special Inspection Test Reports, and other test results provided by Douglas County and the Contractor to verify compliance with design documents and the intention of Lumos as the Design Engineer.
- Punchlist Development and substantial completion walkthrough with Douglas County for the purpose of recommending the issuance of a Notice of Substantial Completion to the Contractor

Task 2.1 – Construction Staking

Lumos will provide construction surveying services in the form of construction staking for the following activities:

- Rough Grading; Provide 1 set of slope stakes for rough grade of the tank site and perimeter cut slope
- Tank Layout; Provide 1 set of offset stakes to major grid lines for layout of proposed new tank. A cut/fill to finished floor will be marked on each stake
- Waterlines; Provide 1 set of stakes at an offset requested by the contractor at ends, angle points, and valves
- Final Grade; Provide 1 set of slope stakes for finial grading of the tank site and perimeter cut slope

A maximum of 4 field trips to the site for the proposed tasks budgeted for this proposal. Proposed fees include Douglas County prevailing wage rates paid to all field crew members for time on site.

Work, including meetings, outside the established Scope of Work can be performed on a time and materials basis in accordance with our current fee schedule. Lumos requires a minimum of 3 working day notice to provide staking. In the event that any staking is destroyed by an Act of God or other cause beyond the reasonable control of Consultant, the cost of re-staking shall be paid for by Client under Task 4 County Directed Services.

Task 2.2 – Special Inspection & Material Testing

Lumos will perform earthwork and concrete testing and inspection on site and soils and concrete testing in the lab. The following time and budget are anticipated for these activities:

- 1 site visit will be required to perform soil special inspection on the tank foundation; 1 site visit x 3 hrs/visit
- 1 site visit will be required to perform rebar special inspection; 1 site visit x 3 hrs/visit
- 1 site visit will be required to perform concrete special inspection and to sample and test the concrete; 1 site visit x 4 hrs/visit
- 12 site visits will be required to perform compaction testing on utility bedding/backfill, tank base sand, and aggregate base; 12 site visits x 3 hrs/visit
- 2 Soil Classifications in laboratory
- 2 Moisture Density Curves in laboratory
- 6 Concrete Compression Tests in laboratory
- Provide a technician to pick up and deliver samples for laboratory testing; 3 visits x 1 hr/visit

Task 2.3 – Re-Testing, Stand-by Time, and Additional Work

Any additional work related to the re-testing or re-inspection of failing work and standby time caused by the owner, client, contractor, or other circumstances beyond Lumos' control, will be billed in accordance with Lumos' current fee schedule. In order not to cause a delay in the progression of the project, the Client authorizes this work without further amendment or approval.

Task 3 – Project Closeout

Lumos will prepare and provide the following Project Closeout Documents to Douglas County Public Works or otherwise appropriate entity and perform the related services to the project closeout:

- Record Drawings in PDF format of the Contractor maintained revisions and construction drawings showing "as-constructed" location of project components
- Provide Administration Services (i.e. Administrative Technician, Construction Services Engineer, and Project Manager) and prepare a final inspection and testing package for submittal to the owner's representative. The submittal will be reviewed and stamped by a Professional Engineer (6 hrs total)
- Provide final review and acceptance of Contractor's As-Built Drawing set

Task 4 – County Directed Services

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made ("Additional Services"). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (Owner's Project Manager). Compensation for Additional Services may be based on Consultant's time and material or a lump sum amount as agreed by Owner and Consultant.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Regarding Task 2.1, the following services are specifically excluded from this proposal: "Red Top" and "Blue Top" staking for subgrades and final surface grades, irrigation, landscape, striping, signs, gas line, and electric line staking, post construction as-builts, and anything not listed. The fee for services listed does not include time to attend meetings.
- Special Inspections and material testing including AMPP coatings inspection, holiday testing, X-ray testing, other than what is specified in Tasks 2.2 & 2.3, will be provided by others
- Inspections/tests to be scheduled will be requested no later than 3:00 pm on the day prior to the expected date
- Operation and Maintenance (O&M) Submittals will be provided by the Contractor for the Cathodic Protection System and Mixer
- Douglas County will:
    - Prepare and distribute meeting agendas and meeting notes for onsite construction meetings
    - Manage contract changes including, Field Orders, Work Change Directives, and Change Orders. This work will include preparation of relevant forms, acquisition of appropriate signatures and submittal of all contract changes.
    - Complete and Submit the NDEP Construction Completion Report and coordinate with the Contractor to ensure all other permits are closed out
    - Obtain warranty documents from the Contractor and verify the warranties comply with Contract requirements
    - Evaluate Contractor's letter of Substantial and Final Completion, and review their recommendations with Douglas County

- Verify all O&M manuals are received and approved
- Prepare the project's final Change Order as necessary
- Review and make recommendation for processing the Contractor's final invoice

Schedule

The project is set to be awarded in mid-September to early October 2026, with NTP expected in November 2026. With a Substantial Completion duration of 270 Calendar Days, and a Final Completion duration of 300 Calendar Days. Final Completion will be assumed to be in July 2027 and Project Closeout in the following August 2027.

Fees

The tasks described in the Scope of Work will be completed on a time and materials basis, with a not-to-exceed amount as follows:

Task	Approx. Hours for Each Task	Fee
1 - Project Management	150	$35,000
2 - Construction Engineering Support	680	$142,000
2.1 - Construction Staking	30	$20,300
2.2 - Special Inspection & Material Testing	40	$18,000
2.3 - Re-Testing, Stand-by Time, and Additional Work	40	$15,100
3 - Project Closeout	165	$31,400
4 - County Directed Services	75	$15,000
Total:	1,180	$276,800

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

Austin Coller, P.E.
Project Manager

Dan Stucky, P.E.
Director of Engineering

List of attachments:
Attachment A - 2026 Standard Fee Schedule

Engineering	Per Hour
Director	$315
Group Manager / Senior Group Manager	295/305
Project / Senior Project Manager	245/265
Technical Lead / Senior Technical Lead	245/265
Staff / Project / Senior Hydrogeologist	195/210/220
Staff / Project / Senior Engineer	200/215/225
Project / Senior / Lead Project Coordinator	190/200/215
Project Designer I / II / III / IV / V	115/145/155/165/175
Structural Drafter I / II / III / IV / V	110/140/150/160/170
Hydrogeologist Tech I / II / III / IV / V	110/140/150/160/170
Construction	**Per Hour**
Director	$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Project / Senior Geotechnical Engineer	215/225
Construction Services Supervisor / Engineer	180/195
Project / Senior Project Coordinator	190/200
Geotechnician	180
Inspector / Senior Inspector (includes nuclear gauge)	165/175
Construction Technician I / II / III / IV	125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)	115/125/135/145
Surveying	**Per Hour**
Director	$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Associate / Staff / Project / Senior Surveyor	185/200/215/225
Project / Senior Project Coordinator	190/200
Photogrammetrist / Photogrammetry Manager	175/215
GIS Analyst	145
Surveying Technician I / II / III / IV/ V	100/145/155/165/175
Party Chief / Sr. Party Chief	195/225
Administrative & Other Services	**Per Hour**
Administrative Support	$130
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize a $2,780,000 construction contract with Aspen Developers Corp. for the Skyline Tank Rehabilitation 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)

RECOMMENDED MOTION:
Authorize a $2,780,000 construction contract with Aspen Developers Corp. for the Skyline Tank Rehabilitation project, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price.

FINANCIAL IMPACT:
$2,780,000 of funding is available in Project 24W06 (Account 328-849 562.000).

BACKGROUND:
The Skyline Tank is located within the East Valley portion of the Carson Valley Water System and stores operating, emergency and fire flow water. The tank coatings have reached the end of their useful life and require rehabilitation. The existing tank also has deficient storage capacity for current conditions and projected demand.
This project builds an additional tank adjacent to the current tank to increase operating, emergency, and fire flow storage for the East Valley portion of the Carson Valley Water System. Once the new tank is brought online, the existing tank will be rehabilitated with a new tank coating. The project maintains water storage throughout the project and increases operational reliability and redundancy for future needs.
The Public Works Engineering team publicly bid the project on August 13, 2026, and received two contractor bids. Aspen Developers Corp. was determined to be the lowest responsive and responsible bid at $2,780,000. The Engineers Opinion of Probable Cost for the project was $4,785,000.

ATTACHMENTS:

Skyline Tanks Project Bid Summary.pdf
00 52 13 - Agreement Between Owner and Contractor.docx
Aspen Developers Bid.pdf
Resource Development Co Bid.pdf

Skyline Tanks Project
Bid Opening
Douglas County Public Works
August 13, 2026 – 01:00 PM

	Bidder	Bid Amount
1	Aspen Developers	$2,780,000.00
2	Resource Development Co.	$2,881,096.00
3		
4		
5		
6		
7		
8		

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Douglas County, a political subdivision of the State of Nevada ("Owner") and Aspen Developers Corp. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of one welded steel water storage tank and rehabilitation on one welded steel water storage tank.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of one welded steel water storage tank and rehabilitation on one welded steel water storage tank.

ARTICLE 3 – ENGINEER

3.01 The Owner will act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Lumos & Associates.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 calendar days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, a total sum not to exceed $2,780,000.00, at the prices stated in the Contractor's Bid.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

B. Progress payments will be made as follows:

1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.

2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, the Owner may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.

3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.

4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.

C. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that (1) are identified in Contract for use in the Work; (2) have been delivered and stored at the location, in the time and manner specified in the Contract; and (3) and are in short supply or were specially made for the Project.

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6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than $500, Owner may hold the interest in accordance with NRS 338.515.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. SRF Supplementary Condition (if Applicable)
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings (not attached but incorporated by reference) consisting of 34 sheets with each sheet bearing the following general title: Douglas County Skyline Tanks.
8. Addenda (numbers 01 to 02, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A: Contractor's Bid (dated August 13, 2026).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

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d. Field Orders.

e. Warranty Bond, if any.

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Legal*

A. To the extent that the disputes aren't resolved in accordance with Article 17 of the General Conditions, as amended by the language in Article 17 of the Supplementary Conditions, then any litigation regarding the interpretation or enforcement of this Agreement or any of the Contract Documents must be litigated in the appropriate court with jurisdiction, located in Douglas County, Nevada.

9.06 *Fair Employment Practices*

A. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

B. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

C. Any violation of such provision by the Contractor constitutes a material breach of Contract.

D. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

9.07 *Non-Appropriation*

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

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

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9.08 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on September 17, 2026 (which is the Effective Date of the Contract).

Owner:	Contractor:
Douglas County, Nevada	*Aspen Developers Corp.*
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
1120 Airport Rd. #F2	*2340 East 5th Street*
PO Box 218	*Reno, NV 89512*
Minden, NV 89423	
Designated Representative:	Designated Representative:
Name: *Nicholas Charles*	Name: _____
(typed or printed)	*(typed or printed)*
Title: *Senior Civil Engineer*	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
1120 Airport Rd. #F2	
PO Box 218	
Minden, NV 89423	
Phone: *775-782-6239*	Phone: _____
Email: *ncharles@douglasnv.us*	Email: _____
	License No.: *55758*
	(where applicable)
	State: *Nevada*

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Douglas County, NV, c/o Douglas County Public Works for the Skyline Tanks Project.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). These documents are submitted with and made a condition of the bid.

ARTICLE 3—BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the total price indicated in Section 00 42 43 – Bid Schedule. Where required, unit prices computed in accordance with Paragraph 13.03.B of the General Conditions.

3.02 Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	08/05/2026
Addendum #2	08/10/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data

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are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Bidder understands and agrees that all documents submitted, filed or deposited with Owner, unless designated as confidential by a specific statute of the State of Nevada and properly marked to that effect by Bidder, will be subject to Nevada's Public Records Laws (Chapter 239 of the Nevada Revised Statutes), and will be available for inspection and copying by any person or governmental entity at any time after Bid Opening.

12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Aspen Developers Corp.
(typed or printed name of organization)

By: Kurt Matzoll
(individual's signature)

Name: Kurt Matzoll
(typed or printed)

Title: P.M.
(typed or printed)

Date: 8/13/26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:
(individual's signature)

Name: Lukas Mahony
(typed or printed)

Title: Project Engineer
(typed or printed)

Date: 8/13/26
(typed or printed)

Address for giving notices:

2340 East 5th Street
Reno, Nevada 89512

Bidder's Contact:

Name: Kurt Matzoll
(typed or printed)

Title: P.M.
(typed or printed)

Phone: 775-786-3310

Email: Kurt@aspendevs.com

Address:

2340 East 5th Street
Reno, Nevada 89512

Bidder's Contractor License No.: (if applicable) 55758A

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Section 00 42 43 – Bid Schedule

Bid Schedule

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1.0	Mobilization & Demobilization (Not to Exceed 5% of Subtotal)	1	LS	$127,900.00	$127,900.00
2.0	Grading and Earthwork	1	LS	$200,000.00	$200,000.00
3.0	Class 150 Riprap Slope Stabilization	10,000	SF	$6.50	$65,000.00
4.0	Temporary Erosion Control	1	LS	$25,000.00	$25,000.00
5.0	Type 2 Class B Aggregate Base Surfacing	10,800	SF	$2.50	$27,000.00
6.0	Interconnection to Existing 12-in C900 Piping	1	LS	$18,000.00	$18,000.00
7.0	12-Inch C-900 PVC Piping & Appurtenances	260	LF	$475.00	$123,500.00
8.0	Interior Coating and Disinfection of Existing 508,000 Gallon Welded Steel Tank	1	LS	$280,000.00	$280,000.00
9.0	Exterior Coating of Existing 508,000 Gallon Welded Steel Tank	1	LS	$165,000.00	$165,000.00
10.0	Miscellaneous Weld Repairs	20	HR	$220.00	$4,400.00
11.0	Miscellaneous Improvement of Existing 508,000 Gallon Welded Steel Tank	1	LS	$110,000.00	$110,000.00
12.0	Internal Cathodic Protection System for Existing 508,000 Gallon Welded Steel Tank	1	LS	$44,000.00	$44,000.00
13.0	New 691,000 Gallon Welded Steel Tank and Foundation	1	LS	$880,000.00	$880,000.00
14.0	Interior Coating and Disinfection of New 691,000 Gallon Welded Steel Tank	1	LS	$234,000.00	$234,000.00
15.0	Exterior Coating of New 691,000 Gallon Welded Steel Tank	1	LS	$150,000.00	$150,000.00
16.0	Internal Cathodic Protection System for New 691,000 Gallon Welded Steel Tank	1	LS	$43,000.00	$43,000.00
17.0	External Cathodic Protection System for New 691,000 Gallon Welded Steel Tank	1	LS	$59,000.00	$59,000.00
18.0	Submersible Tank Mixing System	1	LS	$68,000.00	$68,000.00
19.0	Electrical Improvements	1	LS	$75,000.00	$75,000.00
20.0	8-Ft Security Fence	580	LF	$140.00	$81,200.00
				Bid Schedule Total:	$2,780,000.00

Bid Schedule 1 Total In Words:	Two million seven hundred eighty thousand dollars and Zero Cents

Check One:

- ☑ We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- ☐ We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor: Aspen Developers Corp.

Authorized Signature: [signature]

Date: 8/13/26

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-08-06-20-0361***

ASPEN DEVELOPERS CORP (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0055758*** ORIGINAL ISSUE DATE: ***05/09/2003*** BUSINESS TYPE: ***CORPORATION*** CLASSIFICATION: ***A-GENERAL ENGINEERING*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE***, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***JUNE 1, 2026*** AND EXPIRES ON ***MAY 31, 2027***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



5.11.2026

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR DAVID BEHAR, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

ASPEN
DEVELOPERS CORP.

Local Preference Affidavit

I Kurt Matzoll, on behalf of the Contractor, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Project Number PWP #: DO-2026-201,

Project Name Douglas County Skyline Tanks Project,
Certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Aspen Developer Corp., I recognize and accept thee failure e to comply with any requirements is a material breach of contract and entitles the Douglas County Public Works (Public Agency Name), to damages. In addition, the Contractor may lose their Preference designation and/or lose their ability to bid on public works for one year pursuant to NRS 338.147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification car;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50% of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card,
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and support by the General contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

Name and Title Kurt Matzoll P.M.

Signature and Date Kurt Matzoll 8/13/26

Signed and sworn to (or affirmed) before me on 8/13/26 (date), by Kurt Matzoll (name of person making statement).

State of Nevada

County of Washoe

_____ STAMP AND SEAL
Notary Signature

CHERYL KEEN
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-9462-02
My Appt. Expires May 18, 2030

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Aspen Developers Corp Address *(principal place of business)*: 2340 5th Street Reno, NV 89512	Name: The Ohio Casualty Insurance Company Address *(principal place of business)*: 1001 4th Ave., Suite 3700 Seattle, WA 98154
Owner	**Bid**
Name: Douglas County Address *(principal place of business)*: 1120 Airport Rd Bldg. F2 Mindev, NV 89423	Project *(name and location)*: Douglas County Skyline Tanks Project, PWP #: DO-2026-201 Douglas County, NV Bid Due Date: August 13, 2026

Bond

Penal Sum: Five Percent of Total Amount Bid (5%)

Date of Bond: July 13, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Aspen Developers Corp *(Full formal name of Bidder)*	The Ohio Casualty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Kurt Matzoll *(Printed or typed)*	Name: Jessi Wimer *(Printed or typed)*
Title: PM	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Lukas Mahony *(Printed or typed)*	Name: Richard W. Kowalski *(Printed or typed)*
Title: Project Engineer	Title: Witness for Surety

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

ASPEN DEVELOPERS CORP. CORPORATE SEAL JANUARY 27, 2003 NEVADA

CASUALTY INSURANCE COMPANY INCORPORATED 1919

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8216323 - 905001**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby, Ashlee Pingree, Brent Olson, Bryahna Byrd, Casey J. Geske, Chloe Lyons, Christopher A. Reburn, Gloria Bruning, J. Patrick Dooney, Jessi Wimer, Joel Dietzman, Justin Cumnock, Patricia Arndt, Richard W. Kowalski, Sterling Drew Roddan, Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of May, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Section 00 45 13.01 – Bidder's Qualification Statement

Submitted By:

Name of Organization: Aspen Developers Corp.

Name of Individual/Title: Kurt Matzoll

Address: 2340 East 5th Street
Reno, Nevada 89512

Telephone/Fax: 775-786-3310 / 775-786-0790

Project Contact/Title: P.M.

Submitted To:

Name: Douglas County Public Works

Address: 1120 Airport Rd. #F-2
PO Box 218
Minden, NV 89423

Telephone/Fax: 775-782-6239

Project Contact: Nicholas Charles

Project Name and Description (if Applicable)

Douglas County Skyline Tanks Project
Consists of constructing a 691,000gal welded steel tank and rehabilitating an existing 508,000gal welded steel tank.

Contractor's General Business Information

Check if:

☑ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

1. Date and State of Incorporation

   Date: 01/27/2003

   State: Nevada

2. List of Executive officers name(s) and title

   Eric Luster - President

If Partnership:

1. Date and State of Organization

2. Names of Current General Partners

3. Type of Partnership
   ☐ General ☐ Publicly Traded
   ☐ Limited ☐ Other (describe): _____

If Joint Venture:

1. Date and State of Incorporation

2. Name, Address, and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

1. On Schedule A (attached), list major engineered construction projects completed by this organization in the past five (5) years (if joint venture list each participant's projects separately).
2. On Schedule B (attached), list current projects under construction by this organization (if joint venture, list each participant's projects separately).
3. On Schedule C (attached), provide details of the construction experience of the principal individuals of your organization directly involved in construction operations.
4. Does your organization possess a valid State of Nevada Contractor's license of a class corresponding to the work to be performed?
   ☑ Yes ☐ No

   If yes, list the license number(s) and classification(s).

   License #: 55758A

   Classification: A - General Engineering

5. List the licensed categories of work that your company normally performs with its own workforce.

License classification A; Heavy Civil Earthwork

6. Can your organization provide performance and payment bonds for this project?
☑ Yes ☐ No

7. What is you approximate total bonding capacity?
☐ $0 to $500,000
☐ $500,000 to $2,000,000
☐ $2,000,000 to $5,000,000
☐ $5,000,000 to $10,000,000
☑ $10,000,000 or more

8. Name of Surety company and name, address, and phone number of agent

Anchor Insurance and Surety Inc., P.O. Box 2808 Portland, Oregon 97208, Vicki Mather - 503-224-2500

9. Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage, and all other insurance as specified and for the limits required in the contract documents?
☑ Yes ☐ No

10. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
☐ Yes ☑ No

If yes, show names and addresses of affiliated companies.

11. Has your organization ever failed to complete any construction contract awarded to it?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

12. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

13. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

14. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

15. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

16. Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

17. Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding this bid?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

18. Has your organization been disciplined or fined or disciplined by the State of Nevada Contractor's Board or another state or federal agency for conduct that relates to the ability to perform the work required for this project?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

19. Does your organization have a safety program that complies with the requirements of NRS 618?
☑ Yes ☐ No

If yes, describe the circumstances and provide details.

ADC's safety program complies with NRS 618.

20. Describe the permanent safety program you maintain within your organization.

Third party consultants for safety program audits.

21. During the 5 years immediately preceding the date of this bid, has your organization filed as a debtor under the provisions of the United States Bankruptcy Code?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

22. During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor or supplier of your organization, failed to perform any contract:

a. In a manner specified by the contract and any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

b. Within the time specified by the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?
☐ Yes ☑ No

If yes, describe the circumstances and provide details.

c. For the amount of money specified in the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

☐ Yes ☑ No

If yes, describe the circumstances and provide details.

23. Within the preceding year, has your organization materially breached (or been found to have materially breached) a contract for a public work for which the cost exceeds $25,000,000?

☐ Yes ☑ No

24. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: BMO

Address: 4950 Kietzke Lane
Reno, Nevada 89509

Account Manager: Jesse Hunter

Telephone: 775-300-1069

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Signature: [signature]

Name: Kurt Matzoll

Title: P.M.

Dated: 8/13/26

Schedule A – List of Major Engineered Construction Projects Completed in the Past Five (5) Years

Name, Location, and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference, Address, and Phone
Name: 10 Mile Tank Project **Location:** Lyon County Utilites **Description:** Project consisted of the replacement of approximately 4,530' of existing water main by trenching and 110' of existing water main by jack and bore. Construction of a 1,000,000 gallon water tank. As well as approximately 19,000 CY of earthwork.	Lyon County Utilities	Farr West Engineering	11/9/2023	$4,144,000	**Name:** David Bruketta **Address:** 34 Lakes Blvd, Dayton, NV 89403 **Phone:** 775-246-6220
Name: East SLope Transmission Main Upgrade **Location:** Washoe County **Description:** UPSIZE 14,222± LINEAL FEET OF TRANSMISSION MAIN PIPING FROM 18" IPS DR17 HDPE TO 20" IPS DR17 HDPE	Nevada State Public Works Division	Lumos & Associates	10/23/2025	$4,612,514	**Name:** Jason Crosby **Address:** 680 West Nye Lane, Suite 103 Carson City, Nevada 89703 **Phone:** 775-687-4141
Name: Kingsbury 2024-25 Water Main Replacement Project **Location:** Kingsbury, Nevada **Description:** Replace Approx 15,200 LF of 6"-12" Water Main Replacement along with 101 1"-2" private service connections.	Kingsbury General Improvement District	Dowl Engineering	10/17/2025	$4,192,530	**Name:** Travis Marshall **Address:** 5510 Longley Ln, Reno, NV 89511 **Phone:** 775-851-4788
Name: Vaughn Middle School GMP 1 **Location:** Reno, Nevada **Description:** New replacement middle school approx 190,000 sf. Installation of all earthwork, utilities, and flatwork	Washoe County School District	Odyssey Engineering	5/18/2026	$5,369,777	**Name:** Bob Foster **Address:** 905 Industrial Way, Sparks, NV 89431 **Phone:** 775-691-4451
Name: Muller Parkway Phase 3 **Location:** Douglas County Nevada **Description:** Extension of Muller Parkway. Consists of building a a full section roadway	Douglas County Public Works	CA Group	3/17/2026	$3,340,000	**Name:** Scott McCullough **Address:** 1120 Airport Rd. Building F-2 Minden, NV 89423 **Phone:** 775-790-5212
Name: East Prater Way Stormdrain **Location:** Sparks, Nevada **Description:** Project consisted of installing a 52,000gal wet well, constructing the associated lift station and trenching and backfilling 3,500 LF of 24" discharge piping along with 3,500 LF of permanent patching and 90,000 SF of 2" mill and overlay.	City of Sparks	Atkins	3/20/2022	$4,074,702	**Name:** Ashley Elson **Address:** 431 Prater Way, Sparks, NV 89431 **Phone:** 775-353-2375

Schedule B – List of Current Projects Under Construction

Name, Location, and Description of Project	Owner	Design Engineer	Contract Price/ Percent Completed	Scheduled Completion	Reference, Address, and Phone
Name: Pineview Estates HOA Sewer **Location:** Douglas County **Description:** This project consists of and the pip is divided into two (2) sections: 1) The construction of a new lift station at FPEPOA connected to approximately 9,400 LF± of 4" force main and 22,300 LF± of 12" gravity sewer main, together with synitenly sewer manholes and air-relief valves and other appurtenances; and 2) The replacement and upgrade of existing sewer mains, manholes, and appurtenances within and surrounding the Pineview Estates HOA community, which consists of approximately 8,000 LF± of new 8" sewer mains, 10 new manholes, together with appurtenances, and approximately 4,000 LF± of new 4" sewer mains, 10 new manholes, together with appurtenances.	Pineview Estates HOA	Resource Concepts INC	$14,082,400 46.25%	9/2/2026	**Name:** David Haen **Address:** 340 N Minnesota St, Carson City, NV 89703 **Phone:** 775-883-1600
Name: SPWD Admin Buildings **Location:** Carson City, Nevada **Description:** The project consists of site development and construction of two (2) identical tilt-up concrete office buildings, each offering approximately 65,000 gross square feet for a combined total of 130,000 square feet of modern, efficient workspace. The site is approximately 16 acres and requires substrate ground improvements, grading, wet & dry utilities, asphalt paving, concrete sidewalk, curbs, and walks, landscaping, fencing and gates, site power and lighting, parking signage, striping and accessories	State Public Work Division	TSK Architecture	$8,578,701 58.18%	8/17/2027	**Name:** Bob Gaus **Address:** 5330 Reno Corporate Dr, Reno, NV 89511 **Phone:** 702-572-5820
Name: Fernley Ponds 4A&B Relining **Location:** Fernley, Nevada **Description:** The proposed improvements to Ponds 4A and 4B generally include dewatering, sludge drying, removal and disposal, removal of existing HDPE lining system, minor grading, subgrade preparation, and installation of new HDPE lining system for both ponds. Additional ancillary items including but not limited to life buoy stands, anchor trenches, pipe boots, ballast tubes, and warning lights are also proposed.	City of Fernley	Lumos & Associates	$2,486,117 20.00%	8/31/2027	**Name:** Chelsea Cluff **Address:** 950 Sandhill Road #100, Reno, NV 89521 **Phone:** 775-827-611
Name: Dayton Government Complex **Location:** Reno, Nevada **Description:** Consists of demolition of the existing school and basement. Includes associated utilities grading, and paving.	Lyon County	Paul Carvin Architect, LLC	$2,656,000 73.61%	4/5/2027	**Name:** Devin Carlson **Address:** 5330 Reno Corporate Dr, Reno, NV 89511 **Phone:** 775-525-5757
Name: Kidzone Museum **Location:** Truckee, California **Description:** This project consists of the construction of a roughly 6,500 SF facility to serve as the new location for the Sierra Nevada Children's Museum in Truckee, CA. The existing greenfield site will require all new utilities, grading, site finishes, and landscaping to house the new pre-engineered metal building shell surrounding interior exhibit spaces.	Sierra Nevada Children's Museum	JKAE Architecture	$1,597,250 22.96%	7/12/2027	**Name:** Santos Orellana **Address:** 5330 Reno Corporate Dr, Reno, NV 89511 **Phone:** 775-541-5237
Name: Vaughn Middle School Replacement GMP 2 **Location:** Reno, Nevada **Description:** Consists of demolition of the existing school and basement. Includes associated utilities grading, and paving.	Washoe County School District	Odyssey Engineering	$2,185,378 0.00% Start Date 7/20/26	7/1/2027	**Name:** Bob Foster **Address:** 905 Industrial Way, Sparks, NV 89431 **Phone:** 775-691-4451

Schedule C – Construction Experience of Principal Individuals Involved in Construction Operations

Name	Position	Date Started with this	Date Started in Construction	Prior Positions and Experience in Construction
Kurt Matzoll	P.M. / Estimator	2019	2013	Construction Project Manager with over 15 years of experience managing heavy civil and commercial construction projects. He specializes in project planning, scheduling, resource management, client relations, and project execution, with a proven record of delivering projects safely, on time, and within budget. Prior to his current role as Project Manager at Aspen Developers, Kurt worked as a Project Manager and Project Management Intern at Q&D Construction, gaining experience in project coordination, estimating, scheduling, documentation, and stakeholder communication.
Brian Graham	P.M. / Estimator	2024	2006	Construction Project Director with over 20 years of experience in heavy civil, infrastructure, utility, bridge, and oil and gas construction. He has extensive expertise in project leadership, estimating, budgeting, risk management, business development, and mentoring project teams. Before becoming Project Director at Q&D Construction, Brian served as a Project Manager/Estimator and Project Engineer, where he managed projects from estimating through closeout, led CMAR preconstruction efforts, and developed expertise in cost forecasting, scheduling, and stakeholder coordination.
Lupe Cueva	Superintendent	2015	2004	Construction Superintendent with over 20 years of experience in heavy civil construction. He specializes in field operations, project supervision, safety management, scheduling, budgeting, quality control, and team leadership, consistently delivering projects efficiently while maintaining high safety and quality standards. Before joining Aspen Developers as Superintendent, Lupe served as Superintendent at Fisher Industries and previously worked as a Foreman at Horizon Construction, where he gained extensive experience in managing field crews, resource allocation training, and large-scale highway construction projects.
Eric Luster	President	2003	2000	Construction executive with over 25 years of experience in heavy civil construction, finance, and business operations. As President of Aspen Developers since 2003, he has led the company's strategic growth, overseeing operations, budgeting, contract negotiations, HR, equipment procurement, and business development. Prior to Aspen, Eric served as CFO/Estimator/Project Manager at Perata Excavation Company, CFO at Kerr Contractors, and held several finance leadership roles at Intel, building extensive expertise in financial management, estimating, project management, and organizational leadership

Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338.141, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. The Contractor must list all pertinent first tier subcontractors regardless of whether they have been listed on the 5% list (section 00 45 13.02). If a general contractor fails to submit such a list within the required time, the bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work	% of Bid Total
Aspen Developers Corp.	2340 E 5th Street Reno, NV 89512	55758	Bid Items: 1 to 7	32.6%
Paso Robles Tank INC	3883 Wentworth Dr. Hemet, CA 92545	69435	Bid Items: 8 to 18	59.7%
Reno Tahoe Concrete LLC	7646 Apex Place Reno, NV 89506	87276	All Concrete Work in Bid Item 13	2.9%
Golden Bay Fence Plus Iron Works INC.	1711 S Mojave Rd. Las Vegas, NV 89104	83465	Bid Item 20	2.7%
Triumph Electric INC.	1360 Greg Suite 106 Sparks, NV 89431	67820	Bid Item 19	2.1%

Percent of Miscellaneous Subcontractors Below Reporting Threshold 0%

Total (Must Add Up to 100%) 100%

Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338.141, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. The Contractor must list all pertinent first tier subcontractors regardless of whether they have been listed on the 5% list (section 00 45 13.02). If a general contractor fails to submit such a list within the required time, the bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work	% of Bid Total
Aspen Developers Corp.	2340 E 5th Street Reno, NV 89512	55758	Bid Items: 1 to 7	32.6%
Paso Robles Tank INC	3883 Wentworth Dr. Hemet, CA 92545	69435	Bid Items: 8 to 18	59.7%
Reno Tahoe Concrete LLC	7646 Apex Place Reno, NV 89506	87276	All Concrete Work in Bid Item 13	2.9%
Golden Bay Fence Plus Iron Works INC.	1711 S Mojave Rd. Las Vegas, NV 89104	83465	Bid Item 20	2.7%
Triumph Electric INC.	1360 Greg Suite 106 Sparks, NV 89431	67820	Bid Item 19	2.1%

Percent of Miscellaneous Subcontractors Below Reporting Threshold 0%

Total (Must Add Up to 100%) 100%

Received via email on 8/13/2026 at 1:36 PM.

Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

The name, address, license number (where applicable), and portion of the work of each subcontractor who will be paid at least five percent (5%) of the general contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work
Aspen Developers Corp.	2340 E 5th Street Reno, NV 89512	55758	Bid Items: 1 to 7
Paso Robles Tank INC	3883 Wentworth Dr. Hemet, CA 92545	69435	Bid Items: 8 to 18

STATE OF NEVADA
STATE CONTRACTORS BOARD

THE CONTRACTOR HEREIN HAS BEEN LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES 624 AND NEVADA ADMINISTRATIVE CODE 624 SINCE MAY 09, 2003.

ASPEN DEVELOPERS CORP

License No: 0055758

Status: **ACTIVE**

Monetary Limit: **Unlimited**

Expiration Date: **05/31/2028**

Licensed for the following Classifications

A General Engineering

Qualified Individual(s)

ERIC ROBERT LUSTER, CMS and Trade

LOUIS POLISH JR., CHAIR

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Principals can be viewed online at: ncsb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0055758

ASPEN DEVELOPERS CORP
2340 E. 5TH ST.
RENO, NV 89512

STATUS: Active
EXPIRES: 05/31/2028
LIMIT: Unlimited

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0055758

ASPEN DEVELOPERS CORP
2340 E. 5TH ST.
RENO, NV 89512

STATUS: Active
EXPIRES: 05/31/2028
LIMIT: Unlimited

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:
ASPEN DEVELOPERS CORP

Entity Number:
C1724-2003

Entity Type:
Domestic Corporation (78)

Entity Status:
Active

Formation Date:
01/27/2003

NV Business ID:
NV20031251005

Termination Date:

Annual Report Due Date:
1/31/2027

Compliance Hold:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:
ERIC LUSTER

Status:
Active

CRA Agent Entity Type:

Registered Agent Type:
Non-Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

2340 E. 5TH ST., RENO, NV, 89512, USA

Mailing Address:

OFFICER INFORMATION

☐ **View Historical Data**

Title	Name	Address	Last Updated	Status
President	ERIC LUSTER	2340 E 5TH ST, RENO, NV, 89512, USA	11/05/2018	Active
Secretary	ERIC LUSTER	2340 E 5TH ST, RENO, NV, 89512, USA	11/05/2018	Active
Treasurer	ERIC LUSTER	2340 E 5TH ST, RENO, NV, 89512, USA	11/05/2018	Active
Director	ERIC LUSTER	2340 E 5TH ST, RENO, NV, 89512, USA	11/05/2018	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	10,000	0.010000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value Shares:

0

Total Authorized Capital:

100

CORPORATE RESOLUTION OF SIGNING AUTHORITY

RESOLUTION OF: **ASPEN DEVELOPERS CORP**

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by the persons listed below:

NAME	TITLE	SPECIMEN SIGNATURE
Eric Luster	President	
Kurt Matzoll	Project Manager	

I, Eric Luster, the undersigned Secretary of Aspen Developers Corp HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on December 9, 2022 and that said Resolution is still in full force and effect.



Secretary

Section 00 21 11 – Bidders Checklist

Bidders are instructed to complete and return the following forms as part of the bid package in order for their bids to be complete. If a contractor fails to submit the following forms the contractors bid will be deemed not responsive.

A. ✓ Section 00 41 43 – Bid Form

B. ✓ Section 00 42 43 – Bid Schedule

C. ✓ Section 00 43 13 – Bid Bond

D. ✓ Section 00 45 13.01 – Bidder's Qualification Statement

E. ✓ Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

F. ✓ Evidence of authority to do business in the state of the Project (on bidder supplied form)

G. ✓ If claiming Nevada Preferential Bidder Status, attach required affidavits and other appropriate information in accordance with the requirements of NRS 338

Within 2 hours after the completion of the opening of the bids, the Contractors who submitted the three lowest bids are instructed to complete and return the following forms to complete the bid package. If a contractor fails to submit the following forms within 2 hours of the bid closing the contractors bid will be deemed not responsive.

A. ✓ Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

B. ✓ If claiming Nevada Preferential Bidder Status, affidavits and other appropriate information in accordance with the requirements of NRS 338 (See NRS 338.1389(2)(a)(3))

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Douglas County, NV, c/o Douglas County Public Works for the Skyline Tanks Project.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). These documents are submitted with and made a condition of the bid.

ARTICLE 3—BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the total price indicated in Section 00 42 43 – Bid Schedule. Where required, unit prices computed in accordance with Paragraph 13.03.B of the General Conditions.

3.02 Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	8/4/26
2	8/10/26

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data

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are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Bidder understands and agrees that all documents submitted, filed or deposited with Owner, unless designated as confidential by a specific statute of the State of Nevada and properly marked to that effect by Bidder, will be subject to Nevada's Public Records Laws (Chapter 239 of the Nevada Revised Statutes), and will be available for inspection and copying by any person or governmental entity at any time after Bid Opening.

12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Resource Development Company, LLC
(typed or printed name of organization)

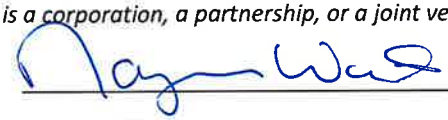
By: 
(individual's signature)

Name: Christopher Erb
(typed or printed)

Title: Vice President
(typed or printed)

Date: 08/13/26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Nayvi Waite
(typed or printed)

Title: Bid Coordinator
(typed or printed)

Date: 08/13/26
(typed or printed)

Address for giving notices:
775-356-8004

Bidder's Contact:

Name: Christopher Erb
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 775-356-8004

Email: cerb@resourcedevelopmentco.com; htucker@resourcedevelopmentco.com

Address: 1050 Linda Way Sparks, NV 89431

Bidder's Contractor License No.: (if applicable) 0075026

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Section 00 42 43 – Bid Schedule

Bid Schedule

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1.0	Mobilization & Demobilization (Not to Exceed 5% of Subtotal)	1	LS	106,100	106,100
2.0	Grading and Earthwork	1	LS	209,200	209,200
3.0	Class 150 Riprap Slope Stabilization	10,000	SF	12.50	125,000
4.0	Temporary Erosion Control	1	LS	20,300	20,300
5.0	Type 2 Class B Aggregate Base Surfacing	10,800	SF	4.07	43,956
6.0	Interconnection to Existing 12-in C900 Piping	1	LS	31,500	31,500
7.0	12-Inch C-900 PVC Piping & Appurtenances	260	LF	533	138,580
8.0	Interior Coating and Disinfection of Existing 508,000 Gallon Welded Steel Tank	1	LS	251,400	251,400
9.0	Exterior Coating of Existing 508,000 Gallon Welded Steel Tank	1	LS	149,000	149,000
10.0	Miscellaneous Weld Repairs	20	HR	200	4,000
11.0	Miscellaneous Improvement of Existing 508,000 Gallon Welded Steel Tank	1	LS	100,800	100,800
12.0	Internal Cathodic Protection System for Existing 508,000 Gallon Welded Steel Tank	1	LS	36,700	36,700
13.0	New 691,000 Gallon Welded Steel Tank and Foundation	1	LS	971,500	971,500
14.0	Interior Coating and Disinfection of New 691,000 Gallon Welded Steel Tank	1	LS	212,300	212,300
15.0	Exterior Coating of New 691,000 Gallon Welded Steel Tank	1	LS	137,500	137,500
16.0	Internal Cathodic Protection System for New 691,000 Gallon Welded Steel Tank	1	LS	36,700	36,700
17.0	External Cathodic Protection System for New 691,000 Gallon Welded Steel Tank	1	LS	40,900	40,900
18.0	Submersible Tank Mixing System	1	LS	56,800	56,800
19.0	Electrical Improvements	1	LS	106,200	106,200
20.0	8-Ft Security Fence	580	LF	177	102,660
				Bid Schedule Total:	2,881,096

Bid Schedule 1 Total In Words:	two million eight hundred eighty-one thousand ninety-six and zero cents

Check One:

- [X] We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- [ ] We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor: **Resource Development Company, LLC**

Authorized Signature:

Date: **08/13/26** **Christopher Erb, Vice President**

STATE OF NEVADA

Preference Bidding Certification

Nevada Public Works Preference Bidding Program
Chapter 338 of Nevada Revised Statutes

Contract No.: PWP #: DO-2026-201 **(the "Project")**

UNIFORM AFFIDAVIT OF CERTIFICATION

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS AFFIDAVIT IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION OR REVOCATION OF A PRIOR CERTIFICATION OR TO BE BARRED FROM BIDDING ON PUBLIC WORKS PROJECTS FOR A PERIOD OF FIVE YEARS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

The Undersigned, being first duly sworn, deposes and says:

I, Christopher Erb (full name printed), swear or affirm under penalty of law that I am Vice President (title) of certifying firm Resource Development Company, LLC (firm name) and fully authorized to submit this Affidavit on behalf of the certifying firm, and that I have read and understood all of the information and statements submitted in this Affidavit and that they are true and correct to the best of my knowledge, and that all responses are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately meet the requirements for obtaining a bidder preference for Nevada public works projects pursuant to Chapter 338 of Nevada Revised Statutes (NRS).

I recognize that the information submitted in this affidavit is for the purpose of certifying that the certifying firm will meet the following requirements for the entire duration of the Project:

(a) At least 50 percent of all workers employed on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;

(b) All vehicles used primarily for the Project will be:
  (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.826; or
  (2) Registered in this State;

(c) At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and

(d) The certifying firm and any subcontractor engaged on the Project will maintain and make available for inspection within this State his or her records concerning payroll relating to the Project.

I understand that if the certifying firm receives a preference in bidding and is awarded a contract for the Project that such contract will:

(a) Include a provision in the contract that substantially incorporates the requirements of paragraphs (a) to (d), inclusive, above; and

(b) Provide that a failure to comply with any requirement of paragraphs (a) to (d), inclusive, above at any time during the duration of the Project is a material breach of the contract and entitles the City of Fernley (the "City") to liquidated damages against the party responsible for a failure to comply with a requirement of paragraphs (a) to (d), inclusive above. If a party to the contract causes a material breach of contract between the contractor, applicant or design-build team and the public body as a result of a failure to comply with paragraphs (a) to (d), inclusive, above, the party is liable to the public body for liquidated damages in the amount of one percent (1%) of the cost of the largest contract to which he or she is a paity of rty. The public body may recover this amount directly against the party that causes the material breach, and no other party is liable to the public body for liquidated damages.

I understand that the City may, by means it deems appropriate, determine the accuracy and truth of the records provided by the certifying firm pursuant to NRS 338.070, and I authorize the City to contact any person or entity named in such records provided for the purpose of verifying the information supplied and determining the named firm's eligibility for a bidder preference.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the certifying firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. It is understood that refusal to permit such inquiries shall be grounds for denial of future bidder preference certification.

If awarded a contract, I agree to promptly and directly provide the City, on an ongoing basis, current, complete, and accurate information regarding the records required pursuant to NRS 338.070.

I acknowledge and agree that any misrepresentations in this Affidavit or in the records provided pertaining to the Project will be grounds for an award of liquidated damages for breach of contract; denial or revocation of bidder preference certification; and for initiating action under federal and/or state law concerning any false statement, fraud or other applicable offenses.

I declare under penalty of perjury that the information provided in this Affidavit is true and correct.

Executed on 08/13/2026 (Date)

Signature _____ (Affiant)

NAYVI M. WAITE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 26-7642-03
My Appt. Expires March 27, 2030

NOTARY CERTIFICATE:

STATE OF NEVADA)
: ss.
COUNTY OF Washoe)

SIGNED and SWORN to before me on this 13 day of August, 20 26 by Christopher Erb
[Affiant's Name]

_____
Nayvi M. Waite NOTARY PUBLIC

NOTARY SEAL

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET COURT, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-11-02-16-0450***

RESOURCE DEVELOPMENT COMPANY LLC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0075026*** ORIGINAL ISSUE DATE: ***06/28/2010*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***A-GENERAL ENGINEERING*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE***, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***JULY 1, 2026*** AND EXPIRES ON ***JUNE 30, 2027***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

10.15-2026

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR PAUL ROZARIO, INTERIM EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Resource Development Company, LLC Address *(principal place of business)*: 1050 Linda Way Sparks, NV 89431	Name: Old Republic Surety Company Address *(principal place of business)*: P.O. Box1635 Milwaukee, WI 53201
Owner	**Bid**
Name: Douglas County Public Works Address *(principal place of business)*: P.O. Box 218 Minden, NV 89423	Project *(name and location)*: Skyline Tanks Project, PWP #: DO-2026-201, Project Number: 24W06 Minden, Nevada Bid Due Date: August 13, 2026

Bond

Penal Sum: Five Percent (5%) of the Total Amount Bid

Date of Bond: August 13, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Resource Development Company, LLC *(Full formal name of Bidder)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Christopher Erb *(Printed or typed)*	Name: Roger Kaltenbach *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Nayri Wait *(Printed or typed)*	Name: Nicholas Fredrickson *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOHN R. CLAEYS, RONALD J. LANGE, GUY P. ARMFIELD, SCOTT C. MCGILVRAY, SUSAN B. LARSON, DEANNA M. FRENCH, SCOTT FISHER, ELIZABETH R. HAHN, JANA M. ROY, MINDEE L. RANKIN, ROGER KALTENBACH, NICHOLAS A. FREDRICKSON, SCOTT A. GARCIA, WILLIAM M. SMITH, ANDREW KERSLAKE, KATELYN COOPER, ALEC GUMPFER, GREGORY C. RYERSON, KYLE DOZIER, GREG LAGREID, REBECCA M SARMIENTO, CHRISTINE LARSON, JANTEANE BLYTON, YVETTE LYON, SAHANA COLLINS of BELLEVUE, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of May, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of May, 2026, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78-8820

Signed and sealed at the City of Brookfield, WI this 13th day of August, 2026.

Assistant Secretary

ORSC 22262 (3-06)

PARKER SMITH & FEEK INS LLC

Section 00 45 13.01 – Bidder's Qualification Statement

Submitted By:

Name of Organization	**Resource Development Company, LLC**
Name of Individual/Title	**Christopher Erb, Vice President**
Address	**1050 Linda Way Sparks, NV 89431**
Telephone/Fax	**775-356-8004**
Project Contact/Title	**Christopher Erb, Vice President**

Submitted To:

Name	Douglas County Public Works
Address	1120 Airport Rd. #F-2 PO Box 218 Minden, NV 89423
Telephone/Fax	**775-782-6239**
Project Contact	**Nick Charles**

Project Name and Description (if Applicable)

Skyline Tanks Project PWP #: DO-2026-201 Project Number: 24W06

Contractor's General Business Information

Check if:

☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation: **Limited Liability Company X**

1. Date and State of Incorporation

   12/17/24 Nevada

2. List of Executive officers name(s) and title

   Jeff Farr, President

   Christopher Erb, Vice President

If Partnership:

1. Date and State of Organization

   N/A

2. Names of Current General Partners

   N/A

3. Type of Partnership
   ☐ General ☐ Publicly Traded
   ☐ Limited ☐ Other (describe): _____

If Joint Venture:

1. Date and State of Incorporation

   N/A

2. Name, Address, and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

   N/A

1. On Schedule A (attached), list major engineered construction projects completed by this organization in the past five (5) years (if joint venture list each participant's projects separately).
2. On Schedule B (attached), list current projects under construction by this organization (if joint venture, list each participant's projects separately).
3. On Schedule C (attached), provide details of the construction experience of the principal individuals of your organization directly involved in construction operations.
4. Does your organization possess a valid State of Nevada Contractor's license of a class corresponding to the work to be performed?
   ☒ Yes ☐ No

   If yes, list the license number(s) and classification(s).

   0075026 A General Engineering
   0061598 B-2 Residential and Small Commercial
   0061946 C-4 Painting and Decorating 0092962 C-5 Concrete Contracting

5. List the licensed categories of work that your company normally performs with its own workforce.

A General Engineering B-2 Residential and Small Commercial
C-4 Painting and Decorating C-5 Concrete Contracting

6. Can your organization provide performance and payment bonds for this project?
[X] Yes [ ] No

7. What is you approximate total bonding capacity?
[ ] $0 to $500,000
[ ] $500,000 to $2,000,000
[ ] $2,000,000 to $5,000,000
[ ] $5,000,000 to $10,000,000
[X] $10,000,000 or more

8. Name of Surety company and name, address, and phone number of agent
Old Republic Surety Company
Anna Kikawa
2233 112th Avenue NE, Bellevue, WA 98004
503-416-4285

9. Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage, and all other insurance as specified and for the limits required in the contract documents?
[X] Yes [ ] No

10. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
[ ] Yes [X] No

If yes, show names and addresses of affiliated companies.

11. Has your organization ever failed to complete any construction contract awarded to it?
[ ] Yes [X] No

If yes, describe the circumstances and provide details.

12. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
[ ] Yes [X] No

If yes, describe the circumstances and provide details.

13. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

14. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

15. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

16. Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

17. Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding this bid?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

18. Has your organization been disciplined or fined or disciplined by the State of Nevada Contractor's Board or another state or federal agency for conduct that relates to the ability to perform the work required for this project?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

19. Does your organization have a safety program that complies with the requirements of NRS 618?
☒ Yes ☐ No

If yes, describe the circumstances and provide details.
Yes. Our organization maintains and enforces a written safety program that complies with the requirements of NRS 618 and applicable OSHA standards. The program includes employee safety training, hazard communication, job hazard analysis, incident reporting and investigation procedures, regular safety meetings, equipment inspections, and site-specific safety planning for construction activities

20. Describe the permanent safety program you maintain within your organization.

Our organization maintains a written safety program compliant with NRS 618 and OSHA requirements, including employee training, hazard prevention, equipment inspections, incident reporting, and regular safety meetings.

21. During the 5 years immediately preceding the date of this bid, has your organization filed as a debtor under the provisions of the United States Bankruptcy Code?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

22. During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor or supplier of your organization, failed to perform any contract:

a. In a manner specified by the contract and any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

b. Within the time specified by the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?
☐ Yes ☒ No

If yes, describe the circumstances and provide details.

c. For the amount of money specified in the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

☐ Yes ☒ No

If yes, describe the circumstances and provide details.

23. Within the preceding year, has your organization materially breached (or been found to have materially breached) a contract for a public work for which the cost exceeds $25,000,000?

☐ Yes ☒ No

24. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	**Columbia Bank**
Address	**1 SW Columbia Ste 1200 Portland, OR 97258**
Account Manager	**Kyle Canifax, Lead Commercial Client Services Specialist**
Telephone	**541-266-2210**

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Signature:

Name: **Christopher Erb**

Title: **Vice President**

Dated: **08/13/26**

Schedule A – List of Major Engineered Construction Projects Completed in the Past Five (5) Years					
Name, Location, and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference, Address, and Phone
2025-26 Tank Improvements NV Rehabilitation of a 2.0-million-gallon welded steel potable water tank, including floor replacement, seismic anchoring, steel fabrication, blasting and coating, and electrical and controls upgrades.	TMWA	HDR Joel Bellin 775-337-4761 joel.bellin@hdrinc.com	5/15/2026	$1,977,100	Shelley Huxhold 1355 Capital Blvd Reno, NV 89502 (775) 834-8056
Cement Hill Water Treatment Plant Tank 2A Rehab CA Surface preparation and coating of Tank 2A interior, completing improvements to the interior structural system, and completing various improvements for aeration, baffle, and cathodic protection systems	Suisun Solano Water Authority	Sara Rogers 916-403-5900 srogers@ksninc.com	5/5/2026	$1,234,300	Cary Keaten 810 Vaca Valley Parkway, Suite 201 Vacaville, CA 95688 707-448-6847
Golden Eagle Regional Park Effluent Tank Rehab Project NV Rehabilitation of the existing 3.4 MG effluent tank at Golden Eagle Regional Park, including abrasive blasting and recoating of the roof, rafters, shell, and floor with epoxy coating systems.	City of Sparks	Eric Davis 775-851-4788 edavis@dowl.com	4/17/2026	$804,000	Ashley Elson, PE 431 Prater Way Sparks, NV 89431 (775) 353-2375
Lemmon Valley Tank 1 Rebuild NV Replace the existing 56-ft bolted steel tank with a new 60-ft welded steel tank, including associated site, retaining wall, drainage, fencing, and revegetation improvements.	TMWA	Thomas Speer 775-834-8164 tspeer@tmwa.com	1/15/2025	$1,823,960	Steve Volk 1355 Capital Blvd. Reno, NV 89502 775-834-8024
Quilici 1A Water Storage Tank NV Erection of new welded steel tank with associated appurtenances, cathodic projection, and structrual calculations.	Toll Brothers (Toll North Reno LLC) TMWA	Steve Brigman 775-329-5559 steve@shawegineering.com	6/10/2024	$2,209,618	Julie Wong 9433 Double Diamond Pkwy Reno, NV 89521 775-850-2417
Raw Water Tank Replacement NV Tank design, fabrication, coating	Coeur Rochester	Bryan MacDougall 775-273-7995, ext. 1863 bmacdougall@coeur.com	1/16/2024	$427,600	Coeur Rochester Inc (Community Relations) P.O. Box 1057 Lovelock, NV 89419 775-273-7995

Schedule B – List of Current Projects Under Construction					
Name, Location, and Description of Project	Owner	Design Engineer	Contract Price/ Percent Completed	Scheduled Completion	Reference, Address, and Phone
Simmons Pumping Station Recoat Forebay Interior North Las Vegas, NV	**Southern Nevada Water Authority**	**Southern Nevada Water Authority**	**$1,967,167**	**9/30/26**	**Randy Lacuesta 1001 South Valley View BLVD Las Vegas, NV 89513 775-295-5030**
MHAFB WTP & Pump Station Project ID All work for design of water treatment plant, liberator pump station, and storage tank, and all site work within 5 feet of these facilities. All work for Construction of Water Treatment Plant, Liberator Pump Station, and Storage Tank, and all site work within 5-feet of these facilities.	**RSCI**	**Zeke Johnson 208-472-0195 zeke@recigroup.com**	**$7,888,700**	**2/16/2027**	**Curt Stepp 4735 East Marginal Way South Seattle, WA 98134-2329 206-316-3168**
Mountain View Tank Replacement NV Construct two new welded steel water tanks, demolish one existing bolted steel tank, and complete associated piping, valves, grading, drainage, and site improvements.	**Douglas County**	**Jeremy Wilson 970-556-4880 jwilson@kellerassociates.com**	**$4,318,300**	**10/13/2026**	**Nicholas Charles 1120 Airport Rd., #F-2 Minden, NV 89423 775-782-6239**
RNO 06 1.5MG Tank NV Design, fabricate, construct, test, and disinfect a ground-level welded steel water storage tank, including foundation, excavation, fill, roof support, and associated appurtenances.	**SWITCH**	**Kathleen Meyer 775-856-1150 kmeyer@bowmanconsulting.com**	**$2,129,000**	**7/18/2026**	**Michael Robertson 7135 S. Decatur Blvd. Las Vegas, NV 89118 702-278-4906**
Rehabilitation of the Tanks C, D & E, CA Interior coatings and exterior painting and structural and safety modifications for the Tank C (104 ft. x 32 ft.) water storage tank, Tank D (104 ft. x 32 ft.) water storage tank and Tank E (90 ft. x 32 ft.) water storage tank.	**Paradise Irrigation District**	**Krista Harper (951) 372-9196 Krista@hapereng.com**	**$4,335,940**	**11/18/2026**	**Bill Taylor 6332 Clark Road Paradise, CA 95969 530-876-2069**
Water Storage Tank Replace - Wahlund Construction CA Demo redwood tank with lead, new welded steel tank, coating, disinfection, cathode protection, tank mixers, exterior enclosure and climate control.	**Loleta Community Services District**	**Jared O'Barr 707-441-8855 jobarr@shn-engr.com**	**$1,534,200**	**9/11/2026**	**Casey Coelho 690 Indianola Road Eureka, CA 95503 707-268-0150**

Schedule C – Construction Experience of Principal Individuals Involved in Construction Operations				
Name	Position	Date Started with this	Date Started in Construction	Prior Positions and Experience in Construction
Jeff Far	**President**	**2005**	**1999**	Resource Development Company 2005 – Present President K.G. Walters Construction Company 2003 – 2005 Project Manager / Superintendent Cushman Contracting Corporation 1999 – 2003 Project Engineer
Christopher Erb, PE	**Vice President**	**2019**	**1998**	**Resource Development Company 2019 - Present** **Construction and Engineering Manager / Vice President** **City of Henderson, Henderson, NV 2007 – 2019** **Utility Maintenance Manager** **Payson City Corporation, Payson 2001 – 2007** **Assistant City Engineer**
Raymond Bush, PE	**Vice President**	**2025**	**1996**	**Resource Development Company 2025 - Present** **Vice Pesident** **K.G. Walters 2001-2025** **Senior Project Manager**
Jeffrey McKobich	**Construction Manager**	**2008**	**1996**	**Resource Development Company 2008 - Present** **Construction Manager** **Nevada Division of State Parks - Carson City 2010-2015** **Maintenance / Repair Spec. II** **K.G. Walters Construction Company 1994 -2008** **Carpenter Foreman**
Jesse Neurenberg	**Superintendent Coatings**	**2006**	**2006**	**Resource Development Company 2015- Present** **Superintendent Coatings**

Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

The name, address, license number (where applicable), and portion of the work of each subcontractor who will be paid at least five percent (5%) of the general contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work
Resource Development Company, LLC	**1050 Linda Way Sparks, NV 89431**	**0075026**	**All Work but what is listed below.**
Nevada Dirt Works	**1742 SHABER AVE SPARKS, NV 89431**	**0086389**	**Excavation & Grading**

Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338.141, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. The Contractor must list all pertinent first tier subcontractors regardless of whether they have been listed on the 5% list (section 00 45 13.02). If a general contractor fails to submit such a list within the required time, the bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work	% of Bid Total
Resource Development Company, LLC	1050 Linda Way Sparks, NV 89431	0075026	All work but what is listed below	86.4%
Golden Bay Fence plus Iron Works, Inc.	4104 S B Street Stockton CA 95206	0083465	Fencing	2.6%
Triumph Electric	1360 Greg Street Suite 106 Sparks, Nevada 89431	0067820	Electrical	2.0%
Farwest Corrosion Control	12029 Regentview Avenue Downey, CA 90241	0009814	Cathodic Protection	2.8%
Nevada Dirt Works	1742 SHABER AVE SPARKS, NV 89431	0086389	Excavation & Grading	6.2%
			Percent of Miscellaneous Subcontractors Below Reporting Threshold	0
			Total (Must Add Up to 100%)	100%

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

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State Of Nevada	20244539351
	Filed On
	12/17/2024 10:27:00 AM
	Number of Pages
	4

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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: ☒ Conversion ☐ Exchange ☐ Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information: (Constituent, Acquired or Merging)

Entity Name: Farr Construction Corporation

Jurisdiction: Nevada Entity Type*: corporation

If more than one entity being acquired or merging please attach additional page.

2. Entity Information: (Resulting, Acquiring or Surviving)

Entity Name: Resource Development Company LLC

Jurisdiction: Nevada Entity Type*: limited liability company

3. Plan of Conversion, Exchange or Merger: (select one box)

☐ The entire plan of conversion, exchange or merger is attached to these articles.

☒ The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity. The entire plan of exchange or merger is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200).

☐ The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330. (Conversion only)

4. Approval: (If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

☐ A. Owner's approval was not required from the:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ B. The plan was approved by the required consent of the owners of:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ C. Approval of plan of exchange/merger for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
- ☐ Acquired/merging
- ☐ Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

5. Effective Date and Time: (Optional)

Date: December 31, 2024 Time: 12:01 AM

(must not be later than 90 days after the certificate is filed)

* *corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.*

FRANCISCO V. AGUILAR
Secretary of State
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Carson City, Nevada 89701-4201
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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: ☒ Conversion ☐ Exchange ☐ Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

4. Approval Continued:
(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:
Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

☐ A. Owner's approval was not required from the:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ B. The plan was approved by the required consent of the owners of:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
- ☐ Acquired/merging
- ☐ Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

4. Approval Continued:
(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:
Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

☐ A. Owner's approval was not required from the:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ B. The plan was approved by the required consent of the owners of:
- ☐ Acquired/merging
- ☐ Acquiring/surviving

☐ C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.
- ☐ Acquired/merging
- ☐ Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

** corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.*

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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

6.Forwarding Address for Service of Process:
(Conversion and Mergers only, if resulting/surviving entity is foreign)

Name Country
Care of:
Address City State Zip/Postal Code

7. Amendment, if any, to the articles or certificate of the surviving entity. (NRS 92A.200):
(Merger only) **

** Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

8. Declaration:
(Exchange and Merger only)

Exchange:

☐ The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

Merger: (Select one box)

☐ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

9. Signature Statement: (Required)

☒ **Conversion:**
A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

Signatures - must be signed by:

1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).
2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Farr Construction Corporation
Name of constituent entity

Form will be returned if unsigned.
This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

9. Signature Statement Continued: (Required)

☐ **Exchange:**

Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230)

Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.

The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

☐ **Merger:**

Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230).

The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

10. Signature(s): (Required)

Name of acquired/merging entity

X _____ Signature (Exchange/Merger) — Title — Date

If more than one entity being acquired or merging please attach additional page of informaiton and signatures.

Name of acquiring/surviving entity

X _____ Signature (Exchange/Merger) — Title — Date

X _____ Signature of Constituent Entity (Conversion) — President (Title) — 12/17/2024 (Date)

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

Form will be returned if unsigned.
This form must be accompanied by appropriate fees.

STATE OF NEVADA
STATE CONTRACTORS BOARD

THE CONTRACTOR HEREIN HAS BEEN LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES 624 AND NEVADA ADMINISTRATIVE CODE 624 SINCE JUNE 28, 2010.

RESOURCE DEVELOPMENT COMPANY LLC

License No: 0075026

Status: **ACTIVE**

Monetary Limit: **Unlimited**

Expiration Date: **06/30/2028**

Licensed for the following Classifications

A General Engineering

Qualified Individual(s)

JEFFREY MICHAEL FARR, CMS and Trade

KENT LAY, CHAIR

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Principals can be viewed online at: ncsb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0075026

RESOURCE DEVELOPMENT COMPANY LLC
1050 LINDA WAY
SPARKS, NV 89431

STATUS: Active
EXPIRES: 06/30/2028
LIMIT: Unlimited

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0075026

RESOURCE DEVELOPMENT COMPANY LLC
1050 LINDA WAY
SPARKS, NV 89431

STATUS: Active
EXPIRES: 06/30/2028
LIMIT: Unlimited

CLASS: A

Classification definitions can be viewed online at: nscb.nv.gov

STATE OF NEVADA
STATE CONTRACTORS BOARD

THE CONTRACTOR HEREIN HAS BEEN LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES 624 AND NEVADA ADMINISTRATIVE CODE 624 SINCE FEBRUARY 21, 2006.

RESOURCE DEVELOPMENT COMPANY LLC

License No: 0061946

Status: **ACTIVE**

Monetary Limit: **Unlimited**

Expiration Date: **02/28/2028**

Licensed for the following Classifications

C-4 Painting and Decorating

Qualified Individual(s)

JEFFREY MICHAEL FARR, CMS and Trade

KENT LAY, CHAIR

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Principals can be viewed online at: ncsb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0061946

RESOURCE DEVELOPMENT COMPANY LLC
1050 LINDA WAY
SPARKS, NV 89431

STATUS: Active
EXPIRES: 02/28/2028
LIMIT: Unlimited

CLASS: C-4

Classification definitions can be viewed online at: nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0061946

RESOURCE DEVELOPMENT COMPANY LLC
1050 LINDA WAY
SPARKS, NV 89431

STATUS: Active
EXPIRES: 02/28/2028
LIMIT: Unlimited

CLASS: C-4

Classification definitions can be viewed online at: nscb.nv.gov

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Resource Development Company LLC

Nevada Business Identification # NV20243257228
Expiration Date: 12/31/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 12/11/2025.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202512116348516
You may verify this certificate online at https://www.nvsilverflume.gov/home

617

AMPP™

Farr Construction Corporation dba Resource Development Company

of

Sparks, NV

has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*

AMPP™
QP 1
FIELD APPLICATION
SSPC ACCREDITED CONTRACTOR

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES

AMPP SSPC – QP1

Chief Product and Operations Officer, AMPP

March 31, 2026 – March 31, 2027

Validation Period

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

ADDENDUM NO. 01

August 4, 2026

Addendum to the Contract Documents for: DC Project No.: 24W06

Douglas County Skyline Tanks Project PWP No.: DO-2026-201

Engineer:
Lumos & Associates
950 Sandhill Road, Suite 100
Reno, NV 89521

Owner:
Douglas County Public Works
1120 Airport Rd. #F2
Minden, NV 89423

To All Plan Holders and/or Prospective Bidders:
The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the Douglas County Skyline Tanks Project, dated July 2026, as fully and completely as if the same were fully set forth therein:

A. Specifications

1. **DELETE** Specifications 00 01 10 *Table of Contents* in its entirety and **REPLACE** it with the attached revised 00 01 10 *Table of Contents* attached to this addendum as Attachment A.

2. **DELETE** Specifications *Appendix A – Geotechnical Investigation* in its entirety and **REPLACE** it with the attached revised Specifications Appendix A – Geotechnical Investigation attached to this addendum as Attachment B. The attached appendix supersedes the previously issued version in its entirety.

3. **ADD** the following document which is attached to this addendum as Attachment C to the Specifications in its entirety:

   Specifications Appendix B – Bureau of Land Management (BLM) Right-of-Way Grant Amendment

B. Drawings

1. **DELETE** Sheet C1.4 in its entirety and **REPLACE** it with the attached revised Sheet C1.4 attached to this addendum as Attachment E.

C. Clarifications

1. **Question:** *I see a IXOM GridBee or an approved equal was specified. We are asking to be considered as the pre-approved alternative to be placed in this project. Our comparable COSMIXER will be the UFO model.*

   Response: The COSMIXER model UFO mixers will NOT be considered an acceptable "or equal" alternative product to the basis of design GridBee model GS-9.

2. **Question:** *We are interested in providing equipment for the above project. Kasco Certisafe Mixers provide superior tank mixing eliminating stratification. Kasco Mixers are NSF61 Certified for Potable water use.*

Response: The Kasco Certisafe 2400 Series mixers will be considered an acceptable "or equal" alternative product to the basis of design GridBee model GS-9.

3. **Question:** *Would you be able to provide the CAD files for this project?*

   Response: We don't release CAD files during bidding.

4. **General Clarification:** *The proposed tank will fall outside of the existing fence line. The Owner requires that the tank site be secure throughout construction.*

5. **General Clarification:** *There is an existing hydrant at the tank site that may be used for construction water, subject to submission of the required application and deposit. The Contractor is advised that the hydrant is supplied by the existing tank and operates at low water pressure.*

6. **Question:** *Who is responsible for Coating Inspections*

   Response: The Contractor shall be responsible for contracting a 3rd party AMPP coatings inspector as specified in The Contract Documents

7. **Question:** *The Geotechnical report references ASCE/SEI 7-16 but the structural plans and tank specifications reference ASCE/SEI 7-22. Which design standard should be used?*

   Response: The proposed tank and tank foundation shall be designed to be in conformance with ASCE/SEI 7-22 using Risk Category IV. The Geotechnical report has been reissued as an attachment to this Addendum and has been updated to reflect ASCE/SEI 7-22 and Risk Category IV.

8. **Question:** *Can the existing access road be improved? If yes, would any additional permitting be required?*

   Response: The access road may be improved within the limits of the existing easement. Additional permitting requirements for access road modifications will be specified in the next addendum if permitting is required.

9. **Question:** *Is it possible to adjust the contract in the event of bad weather or an extreme winter during construction?*

   Response: Yes, see 00 72 00 General Conditions, Article 4 in the project specifications.

10. **Question:** *Who is responsible for installing the proposed tank mixers?*

    Response: The Contractor.

11. **Question:** *During the site visit is was observed that the grade band on the existing tank is crooked. Should correcting the grade band be added to the Scope of Work?*

    Response: At this time correcting the grade band will not be added to the Scope of Work.

12. **Question:** *What is the application fee / process for construction water?*

    Response: The application for Bulk Water Usage is attached to this Addendum as Attachment D. The $300 application fee will be waived and there will be no charge for water usage, however, water usage will be metered. A $2,500 refundable deposit will be required and will be refunded if the equipment (meter, hydrant, etc.) is not damaged during use.

13. **Question:** *Layout, sheet C1.4, calls for galvanized fence, while the detail, sheet D1.5, calls for coated. Do you know which one I need to quote?*

    Response: The proposed fencing shall have a brown, coated fence finish. Sheet D1.4 has been revised and reissued as Attachment E to this bid Addendum.

The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this addendum. All Bidders shall acknowledge receipt and acceptance of this Addendum in the Bid Form (00 41 43). Bid Forms submitted without acknowledgment will be considered in nonconformance.

Prepared By: Nicholas Charles, PE
Douglas County Public Works

Attachments:

- Attachment A: Specifications 00 01 10 Table of Contents
- Attachment B: Specifications Appendix A – Geotechnical Investigation
- Attachment C: Specifications Appendix B – Bureau of Land Management (BLM) Right-of-Way Grant Amendment
- Attachment D: Bulk Water Usage Application
- Attachment E: Drawings Sheet C1.4

ADDENDUM NO. 02

August 10, 2026

Addendum to the Contract Documents for:
Douglas County Skyline Tanks Project

DC Project No.: 24W06
PWP No.: DO-2026-201

Engineer:
Lumos & Associates
950 Sandhill Road, Suite 100
Reno, NV 89521

Owner:
Douglas County Public Works
1120 Airport Rd. #F2
Minden, NV 89423

To All Plan Holders and/or Prospective Bidders:
The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the Douglas County Skyline Tanks Project, dated July 2026, as fully and completely as if the same were fully set forth therein:

A. Specifications
NONE

B. Drawings
NONE

C. Clarifications

1. **Question:** *The Astronergy ASM6610P solar panels specified on E0.2 have been discontinued and you can't buy them. Can you specify an alternative?*

   Response: Since the Astronergy ASM6610P 260 W panels have been discontinued we can allow for an or equal as long as the following requirements are met.
   - Power rating: 250–280 Wp (target ~260 Wp preferred)
   - Cell configuration: 60-cell
   - Dimensions: Approximately 1,650–1,660 mm length × 985–1,000 mm width × 35–40 mm thickness (must allow extension of the existing mounting structure without major redesign)
   - Open-circuit voltage (Voc): 36.5–39.0 V (4-panel string Voc must remain well below the Victron MPPT 250/60 absolute maximum of 250 V under cold-temperature conditions)
   - Short-circuit current (Isc): 8.5–9.5 A
   - Maximum power voltage/current (Vmpp/Impp): Approximately 29.5–32.0 V / 8.3–9.0 A
   - Connectors: MC4 or MC4-compatible
   - Maximum system voltage: ≥ 1,000 V
   - Mechanical / environmental: Suitable for outdoor exposed installation; frame and mounting compatible with the existing structure
   - Temperature coefficients: Comparable to the original

   Panels meeting the above criteria equivalents will maintain string configuration, controller compatibility, and expected daily production. The Contractor remains responsible for verifying final compatibility with the Victron MPPT 250/60 and submitting the selected panel datasheet for Engineer approval before ordering.

The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this addendum. All Bidders shall acknowledge receipt and acceptance of this Addendum in the Bid Form (00 41 43). Bid Forms submitted without acknowledgment will be considered in nonconformance.

Prepared By: Nicholas Charles, PE
Douglas County Public Works

Attachments:

- **N/A**

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License Details

Current Date: 8/13/2026 6:41:54 AM (mm/dd/yyyy)

License Number: 0083465

Business Primary Name:	GOLDEN BAY FENCE PLUS IRON WORKS INC	**License Monetary Limit:**	Unlimited
DBA Name:			
Mailing Address:	4104 SOUTH B STREET STOCKTON, CA 95206 (209) 944-9754		
Physical Address:	1711 S MOJAVE RD LAS VEGAS, NV 89104 (209) 944-9754		
Status:	Active		
Status Date:	02/19/2026 (mm/dd/yyyy)		
Origin Date:	04/30/2018 (mm/dd/yyyy)		
Expiration Date:	04/30/2028 (mm/dd/yyyy)		
Business Type:	Corporation		
Classification(s):	C-25 Fencing and Equipping Playgrounds		
Limitation:			

Principal Name	Relation Description
CHAVEZ, PAUL WILLIAM	President
MARTINEZ, MICHAEL GARY	Secretary
CHAVEZ, NICHOLAS	Treasurer

Qualified Individual(s)	Qualifier Type
CHAVEZ, PAUL WILLIAM	CMS and Trade

Bond

Bond Type:	Surety
Bond Number:	9203624
Bond Agent:	PETER DAVID HOLLEY
Surety Company:	FIDELITY & DEPOSIT COMPANY OF MARYLAND
Bond Amount:	$50,000.00
Effective Date:	04/25/2018 (mm/dd/yyyy)

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License Details

Current Date: 8/13/2026 6:49:03 AM (mm/dd/yyyy)

License Number: 0009814

Business Primary Name: FARWEST CORROSION CONTROL CO

License Monetary Limit: Unlimited

DBA Name:

Mailing Address: 12029 REGENTVIEW AVENUE
DOWNEY, CA 90241
(310) 532-9524

Physical Address: 12029 REGENTVIEW AVENUE
DOWNEY, CA 90241
(310) 532-9524

Status: Active
Status Date: 05/19/2026 (mm/dd/yyyy)
Origin Date: 04/22/1968 (mm/dd/yyyy)
Expiration Date: 04/30/2028 (mm/dd/yyyy)

Business Type: Corporation
Classification(s): C-40 Specialties Not Authorized by Other Classifications
Limitation: C40 IS DESIGNATED FOR CATHODIC PROTECTION ONLY

Principal Name	Relation Description
RANKIN, TROY GORDON JR	President; Director
SHEMET, BRENT DAVID	Secretary; Treasurer
RICHARDSON, TARRUS LAMON	Chief Executive Officer
MCGREW, DAN EDWARD	Vice President

Qualified Individual(s)	Qualifier Type
RANKIN, TROY GORDON SR	CMS and Trade
RANKIN, TROY GORDON JR	CMS and Trade

Bond

Bond Type: Bond Not Required
Bond Amount:
Effective Date: 04/22/1970 (mm/dd/yyyy)

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License Details

Current Date: 8/13/2026 9:19:47 AM (mm/dd/yyyy)

License Number: 0067820

Business Primary Name:	TRIUMPH ELECTRIC
DBA Name:	
Mailing Address:	1360 GREG STREET SUITE #106 SPARKS, NV 89431 (775) 355-1965
Physical Address:	1360 GREG STREET SUITE #106 SPARKS, NV 89431 (775) 355-1965
Status:	Active
Status Date:	02/17/2025 (mm/dd/yyyy)
Origin Date:	02/06/2007 (mm/dd/yyyy)
Expiration Date:	02/28/2027 (mm/dd/yyyy)
Business Type:	Corporation
Classification(s):	C-2 Electrical
Limitation:	

License Monetary Limit: Unlimited

Principal Name	Relation Description
FLICKINGER, RYAN MICHAEL	President
MCDONIELS, JESS BROOKS	Secretary

Qualified Individual(s)	Qualifier Type
FLICKINGER, RYAN MICHAEL	Trade
MCDONIELS, JESS BROOKS	CMS

Bond

Bond Type:	Surety
Bond Number:	5151326
Bond Agent:	DAWN RENEE FAHRNEY
Surety Company:	SURETEC INSURANCE COMPANY
Bond Amount:	$50,000.00
Effective Date:	02/05/2013 (mm/dd/yyyy)

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License Details

Current Date: **8/13/2026 9:25:07 AM (mm/dd/yyyy)**

License Number: **0086389**

Business Primary Name: NEVADA DIRT WORKS LLC

License Monetary Limit: $1,000,000.00

DBA Name:

Mailing Address: P O BOX 7724
RENO, NV 89510
(775) 240-5908

Physical Address: 1742 SHABER AVE
SPARKS, NV 89431
(775) 432-3137

Status: Active

Status Date: 11/20/2025 (mm/dd/yyyy)

Origin Date: 01/21/2020 (mm/dd/yyyy)

Expiration Date: 01/31/2028 (mm/dd/yyyy)

Business Type: Limited Liability Company

Classification(s): A-12 Excavating, Grading, Trenching and Surfacing, A-15 Sewers, Drains and Pipes, A-19 Pipeline and Conduits

Limitation:

Principal Name	Relation Description
VANCLUTE, KREIG ALAN	Manager

Qualified Individual(s)	Qualifier Type
VANCLUTE, KREIG ALAN	CMS and Trade
TAYLOR, SHAUN ERIC	CMS

Bond

Bond Type:	Surety
Bond Number:	6007093
Bond Agent:	
Surety Company:	SURETEC INSURANCE COMPANY
Bond Amount:	$30,000.00
Effective Date:	11/17/2021 (mm/dd/yyyy)

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AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the purchase of one (1) motor pool vehicle from Corwin Ford, for a total of $37,528.25, for Fiscal Year 2026-27 under Nevada State Contract 99SWC-NV26-25906, and authorize the Public Works Director to sign all required documents. (Jeff MacDonnell, Fleet and Facilities Manager)

RECOMMENDED MOTION:
Approve the purchase of one motor pool vehicle from Corwin Ford, for a total of $37,528.25, for Fiscal Year 2026-27 under Nevada State Contract 99SWC-NV26-25906, and authorize the Public Works Director to sign all required documents.

FINANCIAL IMPACT:
$37,528.25 from GL 313-821-564.700. This purchase will be made under state contract 99SWC-NV26-25906. Funding for this vehicle has been collected and accounted for through the motor pool cost allocation program.

BACKGROUND:
Vehicle number 821-283 has reached the end of its useful economic life and needs to be replaced. Funding has been collected and accounted for through the motor pool cost allocation program. The proposed vehicle purchase will replace this vehicle.
This purchase will be made under state contract 99SWC-NV26-25906. Unit 821-283 is a 2019 Chevy Colorado with 105,683 miles assigned to the Building Department. This vehicle will be sold at auction in accordance with Nevada law.

ATTACHMENTS:
State OrderForm.pdf

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	R4P – Ranger 4X4 Crw Cab XL		
Dealer Name:	Corwin Ford 99SWC-NV26-25906		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: WHT	Interior: Ebony	X Cloth Vinyl

	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)		$ 34,150.00	$34,150.00
SPECIFY OPTIONS: (description)			$3,350.00
Four Wheel Drive		$3,350.00	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		$N/A	$N/A
Total purchase price with options			$37,500
DMV Title and DRS Fee's		$28.25	$28.25
GRAND TOTAL:			$37,528.25

Registered Owner:	Agency Name & Address: Douglas County
Legal Owner:	Agency Name & Address: Douglas County
County Vehicle Based In:	Douglas
Name & Phone of Person to contact when vehicle is ready for delivery:	Jeff MacDonnell 775-790-7443

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $75,000 purchase order with Ozone Water Systems, Inc. for the replacement, repair, rental, and maintenance of the ozone disinfection system at the the ZWUD Water Surface Treatment Plant; and authorize the Director of Public Works to execute the purchase order. (Rick Robillard, Deputy Public Works Director)

RECOMMENDED MOTION:
Approve a $75,000 purchase order with Ozone Water Systems, Inc. for the replacement, repair, rental, and maintenance of the ozone disinfection system at the the ZWUD Water Surface Treatment Plant; and authorize the Director of Public Works to execute the purchase order.

FINANCIAL IMPACT:
$75,000 of funds are available in Fund 328 849 532.015.

BACKGROUND:
The Zephyr Water Utility District (ZWUD) surface water treatment plant pumps and treats surface water from Lake Tahoe for the Zephyr Water System. The treatment plant utilizes UV disinfection and Ozone disinfection for the treatment of water without the requirement of filtration. Ozone Water Systems, Inc. provides equipment, repair, and maintenance services for the Ozone equipment. Currently, the ozone equipment requires replacement of one ozone generator, which would require the rental of one ozone generator while the procurement and installation of the new ozone equipment occurs.

ATTACHMENTS:
Ozone Water System-Cummulative Quote.pdf

Ozone Water Systems, Inc. OWS-3 upgrade cost summary

Quote #	Item	Description	Price
S-21060	OWS-03w,O2,230v/1	OWS-03-1ph-208-230v ozone generator. Includes: wall mount brackets, OWS-03-230/1 with outlet valve, and inlet oxygen filter.	$ 23,665.06
Shipping	New OWS-3 Unit	TBD - Estimate	$ 2,500.00
S-21081	Service Per Day - OWS Systems	OWS Systems - Labor rate per Day M-F for installation of new OWS-3. One day onsite. All travel expenses included.	$ 2,000.00
S-21061	Rental - 4 months	Rental: OWS-3, Oxygen Flow, 208-230 Volt, 1 phase, 60 Hz at $3,281.87 per month	$ 13,127.48
Shipping	Rental OWS-3 Unit	TBD - Estimate	$ 2,500.00
S-21080	Service Per Day - OWS Systems	OWS Systems - Labor rate per Day M-F for installation of rental OWS-3. One day onsite. All travel expenses included.	$ 4,400.00
Service	Equipment Service Agreement	One year agreement, 4 times per year	$ 6,000.00
S-21079	919F	Carulite 200, 44.1 lb bucket, low temp oxidation media/catalyst 2126-046 919 Carulite Media	$ 757.77
Reserve	Contingency	Additional: rental months, Install visits	$ 20,000.00

Total: $ 74,950.31

OZONE WATER SYSTEMS, INC.
Quality. Pure and Simple.

Equipment Service Agreement

Company: Douglas County Public Works – 1120 Airport Road F-2, Minden NV 89423

Contact: Tom White, 775-783-6489, twhite@douglasnv.us

Equipment Location: 645 Pharris Ln, Zephyr Cove, NV 89448

Type of Treatment: Municipal Water

Equipment Covered in Agreement:

- (2) Ozonia CFS-3 2G Ozone generator
- (2) Backflow prevention device
- (2) Ozone injectors
- (1) Teledyne 465H Hi-con monitor
- (1) Teledyne 465L Low-con monitor
- (2) Wedeco ozone destruct

Description of Agreement:

Each visit:

- Check in with customer to address any issues
- Take pre and post service equipment readings, verify they are within range, adjust as needed
- Check fault codes
- Inspect electronic board
- Blow off electronics with compressed air
- Inspect temp sensor for damage
- Confirm proper operation of cabinet air fan
- Inspect cells for damage
- Inspect power supply for damage
- Inspect boards/wiring for damage
- Check for leaks
- Provide service report with detailed description of findings

Visit 1:

- Test ATI sensor/transmitter
- Reposition sensor. Check dip switch settings. Bump test.

- Replace ozone destruct media
- Check amp draw on heater
- Confirm pipe is warm to touch
- Exercise backflow devices
- Add bypass allowing ability to purge with oxygen to outside of room
- Tighten high voltage leads
- Check all connections.

Visit 2:

- Bump test ATI monitor
- Test UV light and filter on hi-con monitor
- Test UV light and filter on low-con monitor
- Check amp draw on heater
- Confirm pipe is warm to touch
- Exercise backflow devices

Schedule:

- **Visit 1: 1.5 day, September - February**
- **Visit 2: 1 day, March – August**
  *Visit 2 to be scheduled approximately 6 months after completion of Visit 1

Duration of Agreement: One year starting September 1, 2026

Frequency of visits: 4 times per year

Total Price: **$6,757.77 Total. Net 30**

Payment Breakdown: $757.77 to be invoiced upon shipment of consumables. $3,000.00 to be invoiced upon completion of each service visit. This includes initial consumables list, labor and travel related expenses. Spare, repair and emergency parts will be quoted and ordered upon approval only. A 15% discount will apply to all estimates created during the duration of the agreement. PO must be received for total price highlighted to proceed.

Approved by _____Date_____

Purchase Order Number_____ Proposal Date: August 21, 2026 and is good for 30 days

Kathryn Carrigg
Ozone Water Systems, Inc.
5401 S 39th Street, Phoenix, AZ 85040
480-421-2400 Tel.
Kathryn@ozonewatersystems.com

OZONE WATER SYSTEMS, INC.

Quote

Date	Estimate #
8/19/2026	S-21079

Name / Address	Ship To
Douglas County Public Works 1120 Airport Road #F-2 PO Box 218 Minden, NV 89423	Douglas County Public Works Attn: Thomas White 1120 Airport Road #F-2 Minden, NV 89423

Rep	P.O. Number	Terms	Terms of Shipment
JG		Net 30	Factory

Item	Description	Quantity	U/M	Price Each	Amount
	* Parts combined with 2026-2027 Service Agreement. Conditional as quoted. Execution depends on acceptance of service agreement *				
919F	Carulite 200, 44.1 lb bucket, low temp oxidation media/catalyst 2126-046 919 Carulite Media - 44.1 LBS Pail 4X8 mesh	0.5	Drum	1,515.533	757.77T
Contract Discount	A discount has been applied to all items on this order. Discount does not apply to shipping cost. Total before discount $891.49			0.00	0.00
Shipping	Shipping (TBD)				0.00

This Quote is valid for 30 days.

Requests to reschedule or cancel Service Visits may be made at no charge up to 2 business days prior to the scheduled visit date. Requests received within 2 business days of the scheduled visit are subject to a $250 flat fee, in addition to any non-refundable deposits and charges associated with travel plans.

Subtotal

Sales Tax (0.0%)

Total (USD) See Proposal

Ozone Water Systems, Inc.
5415 S. 39th street
Phoenix, AZ 85040
(480) 421-2400

We accept MasterCard, Visa, and American Express.

Orders are subject to standard terms & conditions, which can be found at:
https://ozonewatersystems.com/terms-and-conditions/

OZONE WATER SYSTEMS, INC.

Quote

Date	Estimate #
8/19/2026	S-21080

Name / Address	Ship To
Douglas County Public Works 1120 Airport Road #F-2 PO Box 218 Minden, NV 89423	Douglas County Public Works Attn: Thomas White 1120 Airport Road #F-2 Minden, NV 89423

Rep	P.O. Number	Terms	Terms of Shipment
JG		Net 30	Factory

Item	Description	Quantity	U/M	Price Each	Amount
Service Per Day - OWS Systems	OWS Systems - Labor rate per Day M-F for installation of rental OWS-3. One day onsite. All travel related expenses included. Technician: Scott Johnson & Jessica Garza Service Date: *** 1/2 day Minimum charge - Fees may apply if changed/cancelled. See OWS Terms & Conditions for more detail ***	1		4,400.00	4,400.00

This Quote is valid for 30 days.

Requests to reschedule or cancel Service Visits may be made at no charge up to 2 business days prior to the scheduled visit date. Requests received within 2 business days of the scheduled visit are subject to a $250 flat fee, in addition to any non-refundable deposits and charges associated with travel plans.

Subtotal	$4,400.00
Sales Tax (0.0%)	$0.00
Total (USD)	$4,400.00

Ozone Water Systems, Inc.
5415 S. 39th street
Phoenix, AZ 85040
(480) 421-2400

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OZONE WATER SYSTEMS, INC.

Quote

Date	Estimate #
8/19/2026	S-21081

Name / Address	Ship To
Douglas County Public Works 1120 Airport Road #F-2 PO Box 218 Minden, NV 89423	Douglas County Public Works Attn: Thomas White 1120 Airport Road #F-2 Minden, NV 89423

Rep	P.O. Number	Terms	Terms of Shipment
JG		Net 30	Factory

Item	Description	Quantity	U/M	Price Each	Amount
Service Per Day - OWS Systems	OWS Systems - Labor rate per Day M-F for one day onsite to assist customer with installation of new OWS-3. All travel related expenses included. Technician: Jessica Garza Service Date: *** 1/2 day Minimum charge - Fees may apply if changed/cancelled. See OWS Terms & Conditions for more detail ***	1		2,000.00	2,000.00

This Quote is valid for 30 days.

Requests to reschedule or cancel Service Visits may be made at no charge up to 2 business days prior to the scheduled visit date. Requests received within 2 business days of the scheduled visit are subject to a $250 flat fee, in addition to any non-refundable deposits and charges associated with travel plans.

Subtotal	$2,000.00
Sales Tax (0.0%)	$0.00
Total (USD)	$2,000.00

Ozone Water Systems, Inc.
5415 S. 39th street
Phoenix, AZ 85040
(480) 421-2400

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Quote

Date	Estimate #
8/13/2026	S-21060

Name / Address	Ship To
Douglas County Public Works 1120 Airport Road #F-2 PO Box 218 Minden, NV 89423	Douglas County Public Works Attn: Greg Melandow 1120 Airport Road #F-2 Minden, NV 89423

Rep	P.O. Number	Terms	Terms of Shipment
GN		Net 30	Factory

Item	Description	Quantity	U/M	Price Each	Amount
OWS-03w,O2,230v/1	OWS-03-1ph-208-230v ozone generator. Includes: wall mount brackets, OWS-03-230/1 with outlet valve, and inlet oxygen filter.	1	ea	23,665.06	23,665.06T
Shipping	Shipping (TBD)	1			0.00

This Quote is valid for 30 days.

Requests to reschedule or cancel Service Visits may be made at no charge up to 2 business days prior to the scheduled visit date. Requests received within 2 business days of the scheduled visit are subject to a $250 flat fee, in addition to any non-refundable deposits and charges associated with travel plans.

Subtotal	$23,665.06
Sales Tax (0.0%)	$0.00
Total (USD)	$23,665.06

Ozone Water Systems, Inc.
5415 S. 39th street
Phoenix, AZ 85040
(480) 421-2400

We accept MasterCard, Visa, and American Express.

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https://ozonewatersystems.com/terms-and-conditions/

Quote

Date	Estimate #
8/13/2026	S-21061

Name / Address	Ship To
Douglas County Public Works 1120 Airport Road #F-2 PO Box 218 Minden, NV 89423	Douglas County Public Works Attn: Greg Melandow 1120 Airport Road #F-2 Minden, NV 89423

Rep	P.O. Number	Terms	Terms of Shipment
GN		Net 30	Factory

Item	Description	Quantity	U/M	Price Each	Amount
Rental	RENTAL - Description Below OWS-03 Oxygen Flow 208-230 Volt, 1 phase, 60 hZ Monthly Rental - 4 Months Allowed	4		3,281.87	13,127.48T
Shipping	Shipping (TBD)	1			0.00

This Quote is valid for 30 days.

Requests to reschedule or cancel Service Visits may be made at no charge up to 2 business days prior to the scheduled visit date. Requests received within 2 business days of the scheduled visit are subject to a $250 flat fee, in addition to any non-refundable deposits and charges associated with travel plans.

Subtotal	$13,127.48
Sales Tax (0.0%)	$0.00
Total (USD)	$13,127.48

Ozone Water Systems, Inc.
5415 S. 39th street
Phoenix, AZ 85040
(480) 421-2400

We accept MasterCard, Visa, and American Express.

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https://ozonewatersystems.com/terms-and-conditions/

OZONE WATER SYSTEMS, INC.
Quality. Pure and Simple.
5401 South 39th Street, Phoenix, AZ, 85040, USA
480-421-2400 main | 480-421-2300 fax

RENTAL AGREEMENT

Lessee: **Douglas County Public Works**
1120 Airport Road # F-2
Minden, NV 89423

Date: 14 August, 2026

In consideration of Ozone Water Systems placing the pieces of equipment listed below with the above named Lessee:

Equipment: Ozone Generator – OWS-03

Corporation (Lessor) and the Lessee agree as follows:

1.0 Title to the equipment shall at all times remain with Ozone Water Systems Inc.

2.0 Terms of this rental/lease are:

2.1 $ 3,281.87 per month rental.

2.2 Lessee pays freight both ways.

2.3 **Four** month(s) rental.

2.4 The rental period begins two weeks following date of shipment from plant or the actual receipt date, whichever is earlier. The rental period ends when all rental equipment is received. If the Lessee elects to purchase the rental equipment, the rental period ends on the date a firm purchase order from the Lessee at the agreed to purchase price.

2.5 The first months payment is $ 3,281.87 which includes the first months rental and $ 00.00 refundable security deposit.

2.6 First months payment is due prior to shipment of the equipment. Invoices for subsequent months are sent on the 15th of the month prior to each month of rental. Interest charges of 1½% per month (18% per year) will be charged against all overdue accounts.

3.0 The Lessee will be responsible for flushing and cleaning the equipment, as appropriate prior to returning the equipment.

3.1 The Lessee will remove all hazardous substances from the equipment prior to its return.

3.2 If the Lessee fails to clean the equipment prior to returning the equipment, Ozone Water may return the equipment intact to the Lessee for cleaning at the Lessees expense. Rental fees will continue to accrue. Should Lessee not abide by these rules, Ozone Water is required to notify the EPA as to the potential incorrect shipment of hazardous material which could result in a significant fine levied to the Lessee. In all cases, the Lessee will be responsible for any property or personal liability, as well as complying with any local, state or federal regulations.

4.0 Prior to returning the equipment, the Lessee shall contact and obtain a return authorization number.

5.0 The Lessee shall be responsible for any loss or damage to the equipment. Ozone Water reserves the right to charge the Lessee for any parts and labor necessary to restore the machine to the condition existing upon delivery to Lessee, if, in the judgment of Ozone Water Systems, Inc, such refurbishing is necessary to assure continuing satisfactory operation as a rental unit.

6.0 During the duration of the Agreement, the Lessor will provide technical backup and know-how at no charge to the Lessee. All guarantees on the equipment will begin with the beginning of the lease and are the same as those guarantees on purchased equipment. All operation instructions for the equipment included must be adhered to in order to substantiate the guarantee. There are no warranties given as to suitability for a particular application**.**

I HAVE READ AND ACCEPTED PAGES

LESSEE Company

Signature _____ By_____

Name _____ Name John M. Overby

Title _____

Date _____

Length of expected rental 1 month. Notify for any extensions of this lease period.

AGENDA ITEM NO. 11.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2026P-054** designating the week of October 4-10, 2026, as National 4-H Week in Douglas County, Nevada. (Christel Passink, 4-H & Youth Development Instructor)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
Douglas County 4-H has a dedicated volunteer base of adult volunteer leaders who give selflessly of their time and knowledge each year to 4-H youth ages 5-19 in a variety of project areas such as: sheep, swine, goats, beef, poultry, hiking, baking, sewing, horsemanship, shooting sports, teen leadership and more, all with the ultimate goal of fulfilling the 4-H motto of empowering youth to "Make the Best Better," as the confident, independent, and resilient leaders of tomorrow.

ATTACHMENTS:
2026p-054 Proclamation - National 4-H Week.pdf
Discovery Night Flier 2026 Final.pdf
After school activities flier 2026 final.pdf

DOUGLAS COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

PROCLAMATION

NATIONAL 4-H WEEK

October 4-10, 2026

WHEREAS, the federally protected 4-H name and Clover Emblem represent HEAD, HEART, HANDS, and HEALTH—the principles embodied in the 4-H Pledge and its commitment to clearer thinking, greater loyalty, larger service, and better living; and

WHEREAS, the University of Nevada, Reno Cooperative Extension brings research-based knowledge and educational resources to communities throughout Nevada; and

WHEREAS, since 1902, 4-H has brought youth and adults together to develop essential life skills, including critical thinking, recordkeeping, public speaking, civic engagement, leadership, and service, preparing young people to become confident, productive, and contributing members of society; and

WHEREAS, Nevada's 4-H legacy includes the Lake Tahoe 4-H Camp, established in 1938 through the collaboration of Cooperative Extension, 4-H leaders, farm bureaus, and the Douglas County Commissioners, as well as the Nevada Junior Livestock Show, first held in 1939—both of which continue to provide valuable educational and social opportunities for youth; and

WHEREAS, Douglas County 4-H is supported by dedicated adult volunteers who generously share their time and knowledge with youth ages 5 through 19 in livestock, small animals, baking, gardening, photography, horsemanship, shooting sports, Nevada history and culture, public speaking, teen leadership, and other project areas; and

WHEREAS, through hands-on learning, mentorship, and community involvement, Douglas County 4-H empowers youth to "Make the Best Better" and become the confident, independent, and resilient leaders of tomorrow; and

WHEREAS, National 4-H Week celebrates the beginning of a new 4-H year and provides an opportunity to recognize the accomplishments of 4-H members and volunteers while encouraging youth and adults to become involved in the program.

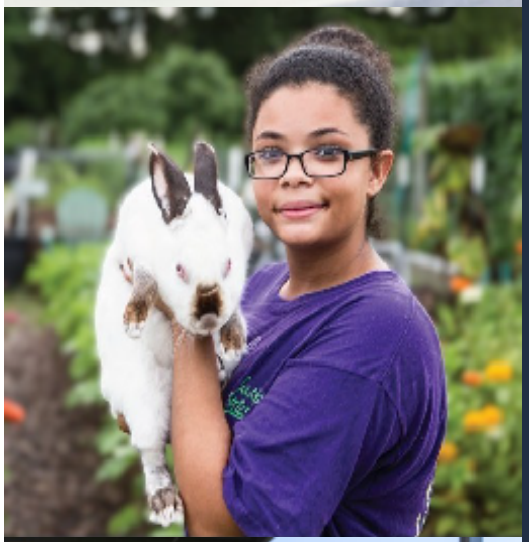
NOW, THEREFORE, BE IT PROCLAIMED that the Douglas County Board of County Commissioners do hereby recognize **October 4-10, 2026 as National 4-H Week** in Douglas County and encourage all residents to recognize the lasting contributions of 4-H members and volunteer leaders who empower young people with the skills, confidence, and experience needed to lead for a lifetime.

IN WITNESS WHEREOF, this proclamation has been adopted this 17th day of September, 2026.

Mark Gardner, Chairman

Amy Burgans, Clerk-Treasurer







4-H CLUB DISCOVERY NIGHT

We invite you to join us for our Information & Sign-up Night!

October 7, 2026 Drop in 6-7 pm

Douglas County Community Center
1329 Waterloo Lane, Gardnerville

Meet club leaders, explore volunteer opportunities, and discover how we can inspire the next generation by sharing our unique skills, talents, and interests through 4-H.

Questions?
Contact Christel Passink
4-H Youth Development Instructor
1325 Waterloo Lane, Gardnerville
Office: (775) 782-9960
Cell: (775) 431-0823
Email: cpassink@unr.edu

Contact Info
QR Code

Snowcones
Arts & Crafts
Visit 4-H animals
Legos



MORE THAN ANIMALS MORE THAN PROJECTS BUILDING TOMORROW'S LEADERS

643

MORE THAN ANIMALS MORE THAN PROJECTS BUILDING TOMORROW'S LEADERS

BEYOND THE BELL

A fun, engaging afterschool program for middle school students!



Program Details:

Grades: 6-8
When: October 6 - May 27, 2027, excluding holidays
Days: Tuesday's and Thursday's
Time: 3:00-5:30 pm
Place: Douglas Extension, 1325 Waterloo Lane, Gardnerville
Cost: $10.00 per week

Students will enjoy:

- New hands-on activities every week
- Creative projects and learning experiences
- A safe and supportive environment
- Healthy snacks

Transportation:

Bus transportation to the Community Center may be available with a Community Center membership. Call (775) 782-5500 for details.

REGISTER TODAY SPACE IS LIMITED!

Christel Passink
Office: (775) 782-9960
Email: cpassink@unr.edu

Extension
College of Agriculture, Biotechnology & Natural Resources

4-H Youth Development

AGENDA ITEM NO. 11.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2026P-053** designating the week of September 20-26, 2026, as National Community Emergency Response Team Week in Douglas County, Nevada. (Kara Easton, Emergency Management Director)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
National Community Emergency Response Team (CERT) Week is observed September 20–26, 2026, to recognize the dedicated volunteers who prepare for emergencies and assist their communities during disasters and other critical incidents. CERT volunteers receive training in areas such as disaster preparedness, fire safety, light search and rescue, basic medical operations, and team organization, allowing them to support professional emergency responders when needed.

ATTACHMENTS:
2026p-053 Proclamation - National Cert Week.pdf

DOUGLAS COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

PROCLAMATION

COMMUNITY EMERGENCY RESPONSE TEAM (CERT) WEEK

September 20-26, 2026

WHEREAS, communities are strengthened when individuals are prepared, connected, and empowered to support emergency preparedness, response, and recovery efforts; and

WHEREAS, the Community Emergency Response Team (CERT) program was established in 1986 to train community members in disaster preparedness and basic response skills, enabling them to assist their communities during emergencies; and

WHEREAS, the Douglas County CERT program, established in 2012, reflects the enduring spirit of volunteerism and demonstrates that community resilience begins with individuals willing to learn, lead, and support one another before, during, and after a disaster; and

WHEREAS, Douglas County CERT volunteers dedicate more than 350 hours each year to training, emergency response support, exercises, public education, and community service, providing an invaluable resource to Douglas County; and

WHEREAS, National CERT Week recognizes the service and accomplishments of CERT volunteers, highlights the importance of community-based preparedness, and encourages residents to pursue training and volunteer opportunities; and

WHEREAS, the 2026 National CERT Week theme, "Carrying the Torch: 40 Years & Beyond," honors those who have built and strengthened the CERT program over the past four decades while inspiring future generations to advance preparedness, resilience, and community service.

NOW, THEREFORE, BE IT PROCLAIMED that the Douglas County Board of County Commissioners do hereby proclaim **September 20-26, 2026 as National CERT Week** in Douglas County and encourage all residents to recognize the contributions of CERT volunteers, participate in emergency preparedness activities, and learn how they can help build a safer, stronger, and more resilient community.

IN WITNESS WHEREOF, this proclamation has been adopted this 17th day of September, 2026.

_____
Mark Gardner, Chairman

_____
Amy Burgans, Clerk-Treasurer

AGENDA ITEM NO. 12.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion to adopt **Resolution 2026R-051**, a resolution of the Douglas County Board of Commissioners granting $20,000 of Douglas County public funds to Main Street Gardnerville for the Business Facade Improvement Grant Program; approve a grant agreement for Fiscal Year 2026-27 between Douglas County and Main Street Gardnerville establishing the terms of the $20,000 grant; and authorize the Community Development Director to execute the grant agreement. (Jen Tune, Main Street Gardnerville Executive Director; and Andrea Pawling, Deputy Community Development Director)

RECOMMENDED MOTION:
Adopt Resolution 2026R-051, as presented; approve the grant agreement for Fiscal Year 2026-27 between Douglas County and Main Street Gardnerville, as presented; and authorize the Community Development Director to execute the grant agreement.

FINANCIAL IMPACT:
The $20,000 grant is approved in Douglas County Transient Occupancy Tax proceeds collected pursuant to Douglas County Code Section 3.70.1 l0(A) and accounted for in Douglas County Account Number 234.801.521.100, for Fiscal Year 2026-27 Community Services budget in the Room Tax Fund.

BACKGROUND:

For four successful years, Douglas County Economic Vitality has partnered with the Main Street Gardnerville Business Façade Program, and staff are excited to request that the program continue for another year, the program's fifth cycle.

Program Purpose & Impact

Designed to enhance the appearance and functionality of commercial buildings, the program helps

foster a distinct identity while preserving the historic character of downtown Gardnerville. It encourages local property and business owners to join Main Street Gardnerville and to invest in high-impact exterior enhancements, including expanded "Third Space" outdoor gathering areas by offering a 50/50 matching grant.

Design & Quality Standards

To ensure all improvements are high-quality, cost-effective, and aligned with historic preservation goals, the program collaborates closely with the Town of Gardnerville to ensure full compliance with the Town of Gardnerville Design Guidelines.

Eligibility Requirements

Funding is open to commercial property and business owners within the Main Street Gardnerville district who:

- Are members in good standing with Main Street Gardnerville.
- Are current on all property and sales taxes.
- Comply with the Town of Gardnerville Design Guidelines.

Eligible Exterior Improvements

- Removal of non-original materials covering historic architectural features
- Repair or replacement of authentic architectural details
- Window repair or replacement (matching original size, style, and scale)
- Door repair, enhancement, or replacement
- Façade painting and masonry/wall repair
- Exterior lighting installation or upgrades
- Gutters and downspouts
- Awnings
- Aesthetic and functional hardscape enhancements
- Signage updates
- Exterior structural repairs

Reporting & Timeline

All grant funds must be expended by June 30, 2027. Main Street Gardnerville will submit a comprehensive final report to Douglas County Economic Vitality by June 30, 2027, detailing measurable success metrics along with before-and-after photo documentation.

ATTACHMENTS:

MSG Facade Presentation.pdf
FY26-27 Grant Agreement (Main Street Gardnerville Business Facade Program)- Signed.pdf
Resolution 2026R-051 (FY 26-27).pdf
Exhibit A.pdf
Pilot Facade Improvement Program.pdf_Redacted.pdf

MAIN STREET GARDNERVILLE



MAIN STREET AMERICA™ Accredited

MAIN STREET GARDNERVILLE

NEVADA MAIN STREET

COMMUNITY & STAKEHOLDER UPDATE

NEVADA ARTS COUNCIL

NATIONAL ENDOWMENT for the ARTS arts.gov

MISSION

THE MISSION OF THE GARDNERVILLE MAIN STREET PROGRAM, IN PARTNERSHIP WITH THE COMMUNITY, IS TO REVITALIZE DOWNTOWN GARDNERVILLE UTILIZING DESIGN, ORGANIZATION, PROMOTION, AND DISTRICT VITALITY TO DEVELOP THE UNIQUE IDENTITY AND PRESERVE THE HISTORIC NATURE OF THE COMMUNITY.

MAIN STREET GARDNERVILLE..
EXPERIENCE THE PAST
ENRICH THE PRESENT
EMBRACE THE FUTURE



ABOUT MAIN STREET GARDNERVILLE

- MSG IS A 501(C)(3) NONPROFIT FOCUSING ON CULTIVATING A ROBUST ECOSYSTEM FOR SMALL BUSINESSES BY ENHANCING THE COMMUNITY'S UNIQUE ASSETS AND CREATING AN ENVIRONMENT TO HELP BUILD LOCAL WEALTH.

- GOVERNED BY A BOARD OF DIRECTORS, MSG INCLUDES ONE TOWN OF GARDNERVILLE-APPOINTED LIAISON AND AREA STAKEHOLDERS INTERESTED IN REVITALIZING AND PRESERVING OUR DOWNTOWN.

- MSG IS NEITHER A BUSINESS ASSOCIATION NOR A COMMERCE ASSOCIATION. WE ARE A SPONSOR- AND VOLUNTEER-DRIVEN ORGANIZATION THAT RECEIVES TRAINING AND TECHNICAL SUPPORT FROM THE NEVADA MAIN STREET PROGRAM AND THE NATIONAL MAIN STREET CENTER.

- MAIN STREET GARDNERVILLE IS THE LONGEST-RUNNING AND FIRST ACCREDITED PROGRAM IN NEVADA. AMONG 838 NATIONALLY ACCREDITED PROGRAMS IN THE USA.

- NAMED CHAMPION FOR THE DOUGLAS COUNTY ECONOMIC VITALITY PLAN, APPROVED BY THE BOCC ON DECEMBER 16, 2021, FOR “DISTINCT DOWNTOWNS” TO CULTIVATE MAIN STREETS



2025 AT A GLANCE

BY THE NUMBERS

$152k Private investment: sponsorships, donations & fundraising

$35k Town of Gardnerville Contribution

$30k Douglas County Contribution
$20k Façade Grant
$10k Sponsorship

$43.9k Grant Funding

$342k Downtown Reinvestment

PARTNERSHIPS

MAIN STREET GARDNERVILLE IS PROUD TO PARTNER WITH THE STATE, COUNTY, TOWN, AND LOCAL ORGANIZATIONS TO BETTER OUR COMMUNITY



VOLUNTEERISM

Events and this organization would not be possible without the help and dedication of our volunteers throughout the year

$33.49 per hour — the current estimated national value of each volunteer hour

5442 hours — number of volunteer hours performed in 2025

$182 k — in-kind amount contributed by our volunteers through their time, talent and effort.

Main Street Gardnerville is comprised of one (1) full time salary Executive Director and one (1) Part Time Admin Assistant. MSG relies heavily on volunteers and in-kind donations.

MAIN STREET APPROACH

MAIN STREET AMERICA™ Accredited



The Main Street Approach centers on Transformation Strategies, a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy. Each Transformation Strategy is implemented through activities in the four broad areas of work represented by the Four Points: Economic Vitality, Design, Promotion, and Organization.



PUTTING THE "FUN" IN FUNDRAISING

MAIN STREET AMERICA™ Accredited

FUNDRAISING EVENTS AND PROGRAMS

- Third Thursday Wine Walks
- Just a Drop-in Weekly Farmers Market
- Heritage Park Gardens
- Hanging Flower Baskets
- Sweep The Town District Cleanup
- Annual Slaughterhouse Lane Coffin Races And Fall Festival
- Paint The Town Pink Breast Cancer Awareness Initiative
- We Run this Town 5k Fun Run Series
- Wreaths Across America Ceremony
- Día De Los Muertos Festival
- Candy Cane Main Shop Main Street



























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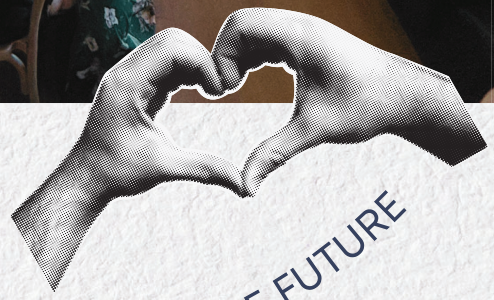
We ♥ our Volunteers!

Over the last 17 years, Main Street Volunteers have donated approximately 67,113 volunteer hours with an estimated value of $1,562,148.58







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SIGNIFICANT ACCOMPLISHMENTS

DOING MORE TOGETHER

Main Street Gardnerville is excited to announce funded projects completed in 2025

- **Heritage Park Garden Improvements-**
  - 62,630.16 Main Street Project Budget total investment $187k
    - $39,660 Nevada Main Street/GOED Grant Funds
    - $26,773.31 Donated Materials
    - $121,032.86 in kind contribution value of volunteer hours
- **Downtown Historical Survey** $25,000 investment
- **Interior Improvement Grant Program** launch $13,000 awarded in grant funding.

WHATS HAPPENING IN 2026

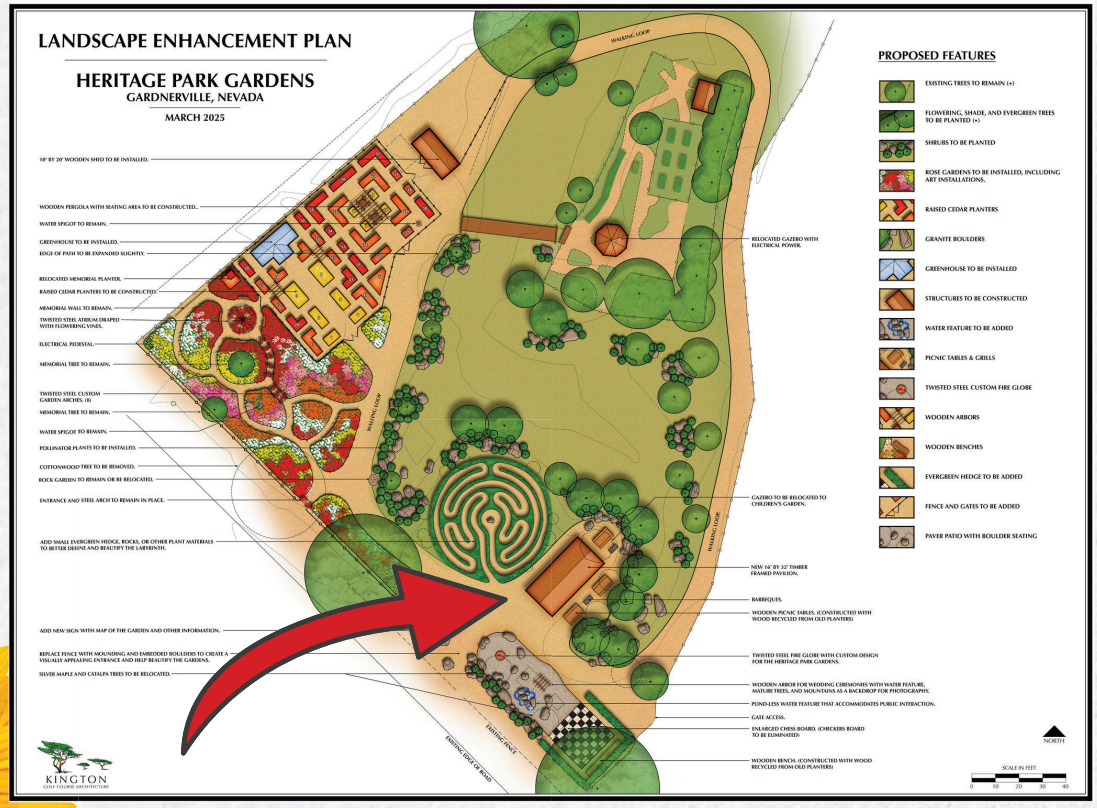
We have our work cut out for us.
Main Street Gardnerville will be working to complete these projects in 2026

- **Heritage Park Garden Improvements PHASE 2**- $50,000 in projected cost to install a pavilion and enhancements to make the space more accessible. $20, 000 GOED Grant Funding awarded
- **Public Art Installation and Placemaking Project** " Wish EWE Were Here" - $5,000 GOED Grant Funding Awarded
- **Facade Improvement Program** Grant 5th year - anticipating $23,000 available for FY 26/27
- **Interior Improvement Grant** Program 2nd year - $12,000 available in grant funding for the FY 26/27 cycle
- **USDA Rural Development Grant** $74,500 to create a Downtown Economic Activation Plan (DEAP) or Main Street Gardnerville Economic Master Plan

HERITAGE PARK GARDENS

2026 IMPROVEMENTS

a Main Street Gardnerville Project





A place to learn, grow, share, & beautify to cultivate & nurture our community



MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT

GRANT PROGRAM

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MAIN STREET GARDNERVILLE

I SHOP MAIN STREET

INTERIOR IMPROVEMENT

GRANT PROGRAM

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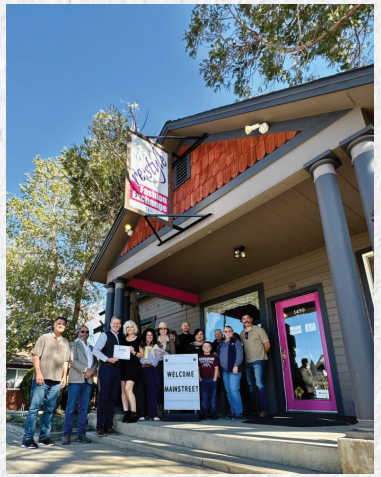













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FAÇADE IMPROVEMENT

GRANT PROGRAM

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AS A REVITALIZATION EFFORT OF OUR DOWNTOWN, OUR FACADE IMPROVEMENT GRANT PROGRAM AIMS TO IMPROVE THE APPEARANCE AND FUNCTIONALITY OF COMMERCIAL BUILDINGS WHILE DEVELOPING A UNIQUE IDENTITY AND PRESERVING THE HISTORIC NATURE AND CHARACTER OF OUR DOWNTOWN.

Designed to encourage current and prospective property owners in the downtown area to significantly improve the appearance of the outside of their buildings and encourage historic preservation efforts.

- Grants offering a reimbursement 50/50 match for improvements to the building's exterior.
- Keeping with the goals set by MSG for authentic and historically sensitive redevelopment.
- All improvements are high-quality and cost-effective.

SCAN HERE FOR MORE INFORMATION

ELIGIBLE USE OF FUNDS



- REMOVAL OF MATERIALS WHICH COVER ORIGINAL ARCHITECTURAL DETAILS
- REPAIR AND/OR REPLACEMENT OF ORIGINAL ARCHITECTURAL DETAILS
- WINDOW REPAIR OR REPLACEMENT INCLUDING WINDOW FRAMING (MUST MATCH ORIGINAL IN SIZE, STYLE AND SCALE)
- DOOR IMPROVEMENTS AND REPLACEMENT
- PAINTING AND/OR REPAIR OF FAÇADE
- EXTERIOR LIGHTING
- GUTTERS AND DOWNSPOUTS
- AWNINGS
- OTHER AESTHETIC AND FUNCTIONAL HARDSCAPE IMPROVEMENTS
- UPDATES TO EXISTING SIGNAGE

FACADE GRANT AWARDS TO DATE



- **BUSINESSES AWARDED: 19**
- **TOTAL PROJECT AMOUNT: $209,717.09**
- **GRANT AMOUNT: $102,313.54**
- **TOTAL BUSINESS INVESTMENT: $343,277.40***
- **DOUGLAS COUNTY FUNDING: $70,000**
- **MSG FUNDING: $30,654.22**
- **NEVADA MAIN STREET GOED FUNDING: $8,304.92**

*Amount includes the property owner's out-of-pocket expenses for the project, in addition to reimbursement.



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FAÇADE IMPROVEMENT

GRANT PROGRAM

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PILOT YEAR

FY 2022-2023

- BUSINESSES AWARDED: 5
- TOTAL PROJECT AMOUNT: $29,297.02
- GRANT AMOUNT: $13,726.77
- TOTAL BUSINESS INVESTMENT: $24,864.12
- DOUGLAS COUNTY FUNDING: $10,000
- MSG FUNDING: $3,726.78





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PILOT YEAR AWARDS
FY 2022-2023



ESPECIALLY FOR YOU

- SIGNAGE **$571.16 AWARDED**
- TOTAL PROJECT AMOUNT: **$1,200.00**

MR BUBBLES LAUNDROMAT

- SIGNAGE **$1,340.60 AWARDED**
- TOTAL PROJECT AMOUNT: **$2,705.00**

LEAH'S PERFECT ROSE

- WINDOWS **$942.96 AWARDED**
- TOTAL PROJECT AMOUNT: **$1,885.95**

FRESH IDEAS

- WINDOWS **$ 3,209.65 AWARDED**
- TOTAL PROJECT AMOUNT: **$7,906.57**

FABRIC CHICKS

- EXTERIOR PAINT & RESTORATION **$4,862.65 AWARDED**
- TOTAL PROJECT AMOUNT: **$16,000.00**

HISTORIAN INN

- WALKWAY LIGHTING **$2,799.75 AWARDED**
- TOTAL PROJECT AMOUNT: **$5,599.50**



MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT GRANT PROGRAM

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SECOND YEAR FY 2023-2024



- BUSINESSES AWARDED: 4
- TOTAL PROJECT AMOUNT: $73,101.13
- GRANT AMOUNT: $31,773.22
- TOTAL BUSINESS INVESTMENT: $47,703.57
- DOUGLAS COUNTY FUNDING: $20,000
- MSG FUNDING: $11,773.22



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SECOND YEAR AWARDS
FY 2023-2024



A WILDFLOWER

- SIGNAGE **$1,175.56 AWARDED**
- TOTAL PROJECT AMOUNT: **$2,351.13**

RE:STYLE

- EXTERIOR PAINT **$2,300.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$7,500.00**

HISTORIAN INN

- BALCONY REPAIR **$10,000.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$27,900.00**

HERITAGE PRESERVATION CO. FOR CHESHIRE ANTIQUES

- NEW ROOF **$11,925.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$23,850.00**

HISTORIAN INN PHASE 2

- BALCONY, RAILING, AND BEAM FACADE REPAIR AND PAINT **$6,372.66 AWARDED**
- TOTAL PROJECT AMOUNT: **$11,500.00**



MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT

GRANT PROGRAM

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THIRD YEAR

FY 2024-2025



- BUSINESSES AWARDED: 3
- TOTAL PROJECT AMOUNT: $61,218.99
- GRANT AMOUNT: $33,813.55
- TOTAL BUSINESS INVESTMENT: $247,760.71
- DOUGLAS COUNTY FUNDING: $20,000
- MSG FUNDING: $13,813.55



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THIRD YEAR AWARDS
FY 2024-2025



MANOUKIAN BUILDING

- WOOD TRIM & WINDOW REPAIRS **$12,700 AWARD**
- TOTAL PROJECT AMOUNT: **$33,080.00**
- STORM WINDOWS **$9,035.00 AWARD**
- TOTAL PROJECT AMOUNT: **$12,400.00**

JAVELIN VENTURES 1420 US HWY 395

- EXTERIOR PAINT **$3925.00 AWARD**
- TOTAL PROJECT AMOUNT: **$89,794.62**

JAVELIN VENTURES 1404 US HWY 395

- HARDSCAPE **$5,500.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$109,832.54**

COSMETIC MEDICINE

- AWNINGS **$1,552.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$3,105.90**
- SIGNAGE **$1,101.55 AWARDED**
- TOTAL PROJECT AMOUNT: **$2,873.09**



MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT
GRANT PROGRAM

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FOURTH YEAR
FY 2025-2026



- BUSINESSES AWARDED: 3
- TOTAL PROJECT AMOUNT: $46,099.95
- GRANT AMOUNT: $22,949.00
- TOTAL BUSINESS INVESTMENT: $22,375.60
- DOUGLAS COUNTY FUNDING: $20,000
- MSG FUNDING: $12,375.60





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FOURTH YEAR AWARDS
FY 2025-2026



DST COFFEE

- SIGNAGE **$299.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$599.99**

COSMETIC MEDICINE CENTER

- EXTERIOR LIGHTING **$3,100.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$6,200.00**

CARSON VALLEY MASONIC LODGE NO. 33

- NEW ROOF **$19,550.00**
- TOTAL PROJECT AMOUNT: **$39,300.00**

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INTERIOR IMPROVEMENT

GRANT PROGRAM

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THIS PROGRAM AIMS TO ENHANCE THE INTERIOR AND FUNCTIONALITY OF COMMERCIAL PROPERTIES WITHIN THE MAIN STREET GARDNERVILLE COMMERCIAL ZONING DISTRICT. (SEE MAP FOR AREA BOUNDARIES.) IMPROVING THE APPEARANCE AND FUNCTIONALITY OF COMMERCIAL BUILDINGS IS PART OF AN OVERALL STRATEGY TO ATTRACT CONSUMERS AND NEW BUSINESSES AND SUPPORT EXISTING BUSINESSES IN THE DISTRICT.

This program is designed to encourage current and prospective property owners in the downtown area to significantly improve the appearance and functionality of the building's interior by providing attractive financial incentives.

- These incentives include a grant with a 50/50 match to be used for interior property improvements.
- Keeping with the goals set by MSG for authentic and historically sensitive redevelopment.
- All improvements are high-quality and cost-effective.

ELIGIBLE USE OF FUNDS

MAIN STREET GARDNERVILLE



INTERIOR IMPROVEMENT GRANT PROGRAM

•EXPERIENCE THE PAST • ENRICH THE PRESENT • EMBRACE THE FUTURE•

- REMOVAL OF MATERIALS THAT COVER ORIGINAL INTERIOR ARCHITECTURAL DETAILS AND/ OR RESTORATION OR REPLACEMENT OF ORIGINAL ARCHITECTURAL DETAILS
- INTERIOR PAINTING AND/OR REPAIR
- INTERIOR LIGHTING
- FLOORING
- WINDOW TREATMENTS
- ANY PERMANENT FIXTURES

HISTORIC BUILDING CONSIDERATIONS FOR INTERIOR GRANTS:

HISTORIC BUILDINGS COULD BE CONSIDERED FOR A DIFFERENT LEVEL OF IMPROVEMENTS, GIVEN THEIR AGE:

- ELECTRICAL
- PLUMBING/ SEWER LINES
- HISTORIC SIGNS (PHANTOM SIGNS)

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INTERIOR IMPROVEMENT GRANT PROGRAM

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PILOT YEAR

FY 2025-2026

- BUSINESSES AWARDED: 3
- TOTAL PROJECT AMOUNT: $14,712.44
- GRANT AMOUNT: $7,356.22
- TOTAL BUSINESS INVESTMENT: $75,548.53
- MSG FUNDING: $7,356.22



PILOT YEAR AWARDS
FY 2025-2026



FRESH IDEAS

- NEW CARPET **$1,209.70 AWARDED**
- TOTAL PROJECT AMOUNT: **$2,419.40**

COSMETIC MEDICINE CENTER

- WINDOW COVERINGS **$2,739.52 AWARDED**
- TOTAL PROJECT AMOUNT: **$70,931.83**

CARSON VALLEY MASONIC LODGE NO. 33

- NEW INTERIOR LIGHTING **$3,407.00 AWARDED**
- TOTAL PROJECT AMOUNT: **$6,814.00**

WHY THESE EFFORTS ARE IMPERATIVE







PRESERVATION IS EXPENSIVE. WE ARE SLOWLY LOSING OUR HISTORIC DOWNTOWN TO THE WEAR AND TEAR OF TIME. CURRENTLY THERE IS VERY LITTLE HISTORIC PRESERVATION FUNDING AVAILABLE FOR PRIVATE PROPERTY OWNERS TO UPGRADE AND MAINTAIN THEIR STRUCTURES THAT COULD HELP TO ENSURE THEY DO NOT FALL INTO DISREPAIR AND DERELICT STATE.

MAIN STREET AMERICA

MAIN STREET Gardnerville NEVADA

NEVADA MAIN STREET

DOWNTOWN HISTORIC SURVEY





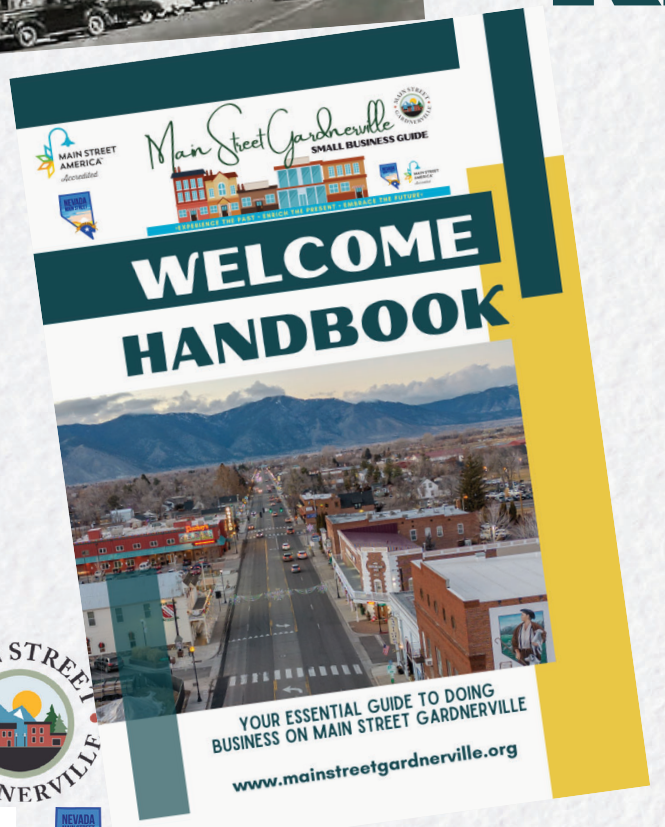




Main Street Gardnerville, through its Design Committee, is investing over $25,000 to conduct a historical survey of the Downtown Commercial District.

- Kristen Brown, a historic architect with Kautz Consultants, performed the survey along with her associate.
- The survey has captured 80 of our oldest assets and provides detailed information and photos of the properties, including the year built and any modifications made.
- The survey recommends potential districts for historic designation at both the State and Federal level.
- The last time a historical survey was completed in Gardnerville was as part of the Douglas County survey done in 1981.





SMALL BUSINESS RESOURCE GUIDE

- YOU CAN LEARN ABOUT HOW TO SET UP YOUR BUSINESS STRUCTURE, THEN CREATE AND REGISTER A FICTITIOUS FIRM NAME AND LOGO. THE SCORE STARTUP ROADMAP WILL GET YOU STARTED ON THE RIGHT FOOT.
- NEED A BUSINESS PLAN? THE SMALL BUSINESS DEVELOPMENT CENTER (SBDC) OFFERS MENTORSHIP AND COORDINATES VARIOUS WORKSHOPS AND COURSES.
- YOU CAN FIND A LOCATION FOR YOUR STOREFRONT BY SEARCHING PROPERTIES FOR SALE, RENT, OR LEASE.
- BE EVERYWHERE AS A TRAVELING MERCHANT. THE SHERIFF'S DEPARTMENT HAS INFORMATION FOR FOOD TRUCKS, MOBILE STREET VENDORS, AND LIQUOR LICENSES (MORE ON PERMITS BELOW).
- POP-UPS AND VIRTUAL AND HOME-BASED BUSINESSES ARE ALSO ESSENTIAL TO THE COMMUNITY!

I ♥ Main Street Gardnerville



BE A PART OF YOUR COMMUNITY

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NEVADA MAIN STREET



Sign Up to Volunteer



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GRANT AGREEMENT

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

MAIN STREET GARDNERVILLE

This Grant Agreement ("Agreement") is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, NV 89423, a political subdivision of the State of Nevada (the "County"), and Main Street Gardnerville, 1420 US Highway 395 North, Suite C, Gardnerville, NV 89410, a nonprofit corporation under Section 501(c)(3) of the United States Internal Revenue Code (the "Grantee"). The County and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, NRS 244.1505 permits the Douglas County Board of Commissioners (the "Board") to expend money for any purpose which will provide a substantial benefit to the inhabitants of Douglas County, and to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for a selected public purpose; and

WHEREAS, the Board o previously approved Resolution 2022R-074, whereby the County agreed to grant up to $20,000.00 to Grantee for the purpose of Grantee's pilot business façade improvement program; and

WHEREAS, the pilot program was deemed a success and was therefore continued in subsequent years; and

WHEREAS, concurrently with this Agreement, the Board has approved Resolution 2026R-051, attached hereto as **Exhibit A**, granting up to $20,000.00 in additional funding to Grantee for the purpose of continuing the business façade improvement program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Grantee mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract is effective on the date signed by both parties and shall continue in effect until no later than June 30, 2027, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. AMOUNT OF GRANT. The County shall pay to Grantee an amount not to exceed $20,000.00 ("Grant Funds") disbursable in accordance with Paragraph 3 of this Agreement.

3. PURPOSE AND DISBURSEMENT OF GRANT. Within 30 days after execution of this Agreement by both parties, County shall disburse the Grant Funds to Grantee. Grantee shall use the Grant Funds in accordance with the terms of this Agreement and Resolution 2026R-051, attached hereto as **Exhibit A.**

4. DEADLINE FOR USE OF GRANT FUNDS. Grantee shall have until June 30, 2027 to expend the Grant Funds provided for under this Agreement. Any Grant Funds not expended by Grantee by June 30, 2027 shall be returned to County no later than July 31, 2027.

5. DOCUMENTATION OF GRANT FUNDING. As required in Resolution 2026R-051, attached hereto as **Exhibit A**, Grantee shall submit a report to the Douglas County Economic Vitality Director by June 30, 2027 detailing expenditures, progress, and achievements of the business façade improvement program.

6. COMPLIANCE WITH APPLICABLE LAWS. Grantee shall comply with all applicable federal, state, and local laws ordinances, and regulations that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated.

7**. ADMINISTRATION OF GRANT AGREEMENT.** The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Grantee and County and notices required under this Agreement shall be sent to the individuals listed below:

County POC:
Douglas County, Nevada
Attn. Tom Dallaire, Director
Community Development
1594 Esmeralda Avenue
PO Box 218
Minden, NV 89423

Grantee POC:
Jen Tune
Main Street Gardnerville Executive Director
1420 US Highway 395 North, Suite C
Gardnerville, NV 89410

8. COUNTY AUDIT AND INSPECTION OF GRANTEE RECORDS. Upon request of the County, the Grantee shall make available to the County for examination all of Grantee's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Grantee shall maintain such records in an accessible location and condition for a period of not less than three years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

9. INDEPENDENT CAPACITY OF GRANTEE. In the performance of this Agreement, Grantee and its officers, agents, employees, volunteers, and other representatives shall act in an independent capacity, and not as officers, agents, employees, volunteers, and other

representatives of the County. This Agreement does not create an employment relationship between Grantee and County.

10. SUSPENSION AND DEBARMENT CERTIFICATION. By signing this Agreement, Grantee certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding, if applicable to Grantee's grant award.

11. LOBBYING PROHIBITION. No Local, State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

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

13. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Grantee 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 Grantee, its officers, employees, agents, volunteers, or other representatives arising out of or related to Grantee's performance under this Agreement. Grantee will defend, hold harmless and/or indemnify County against such claims. For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Paragraph shall specifically apply to any actions against the County by a federal or state agency to disallow grant funds or otherwise enforce compliance under any applicable federal or state requirements. Notwithstanding the obligation of Grantee 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 Grantee, 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.

14. CONSTRUCTION OF AGREEMENT. The Agreement 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 Agreement. 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 Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

15. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

16. 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 Grantee or County.

17. ASSIGNMENT. Grantee will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

18. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

19. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

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

Main Street Gardnerville

By: _____ 8/6/2026

Jen Tune, Executive Director Date

Douglas County, Nevada

By: _____

Tom Dallaire, Director Date

Exhibit A –Resolution 2026R-051

RESOLUTION NO. 2026R-051

RESOLUTION OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS GRANTING DOUGLAS COUNTY PUBLIC FUNDS TO MAIN STREET GARDNERVILLE FOR THE BUSINESS FACADE IMPROVEMENT GRANT PROGRAM

WHEREAS, NRS 244.1505 permits the Douglas County Board of Commissioners to expend money for any purpose which will provide a substantial benefit to the inhabitants of Douglas County, and to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for a selected public purpose; and

WHEREAS, the Main Street Gardnerville is a nonprofit corporation under Section 501(c)(3) of the United States Internal Revenue Code; and

WHEREAS, Main Street Gardnerville was the first community to receive Main Street designation in Nevada and is an accredited Main Street America program with the stated mission to revitalize downtown Gardnerville utilizing design, organization, promotion & district vitality to develop the unique identity and preserve the historic nature of our community; and

WHEREAS, Main Street Gardnerville administered a successful pilot business façade improvement program in Fiscal Year 2022-2023. The program, as described in **Exhibit A** attached hereto, was designed to encourage current and prospective commercial property owners in the downtown Gardnerville area to significantly improve the appearance of the outside of their buildings through grants offering 50/50 match for the cost of improvements to the building exterior. The program was a success, so the program continued in subsequent years. Over time it has benefited 12+ small businesses resulting in more than $35,000 per cycle in completed eligible improvements; and

WHEREAS, Main Street Gardnerville intends to administer another year of the business façade improvement program in Fiscal Year 2026-2027 to expand funding for the program; and

WHEREAS, the Douglas County Commission previously approved an Economic Vitality Plan in December 2021 which included a project goal of piloting a business facade improvement program to create distinctive downtown areas; and

WHEREAS, the Douglas County Commission previously approved a supplemental budget request for Fiscal Year 2026-2027 allocating $20,000.00 in funding towards the business facade improvement program from available Douglas County Transient Occupancy Tax proceeds that must be used for economic vitality related purposes; and

WHEREAS, Douglas County intends to grant Douglas County public funds to Main Street Gardnerville to be used for the purpose of the pilot business facade improvement program as set forth within this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of Commissioners as follows:

1. The total sum of $20,000 of Douglas County Transient Occupancy Tax proceeds collected pursuant to Douglas County Code Section 3.70.1 l0(A) and accounted for in Douglas County Account Number 234.801.521.100 shall be granted to Main Street Gardnerville for Fiscal Year 2026-2027 upon the approval of this Resolution, and shall be used by Main Street Gardnerville for the sole purpose of funding the business facade improvement program referenced herein and described more fully in **Exhibit A** attached hereto.

2. Main Street Gardnerville shall comply with the following conditions: a) Main Street Gardnerville shall expend the grant funds by June 30, 2027; and b) Main Street Gardnerville shall submit a report to the Douglas County Economic Vitality Manager by June 30, 2027, detailing expenditures, progress, and achievements of the business facade improvement program.

3. Any funds granted pursuant to Paragraph 1 of this Resolution not expended by Main Street Gardnerville by June 30, 2027 shall be returned to Douglas County.

Adopted this 17th day of September 2026 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

_____

_____

_____

Absent Commissioners: _____

_____

ATTEST:

_____
Mark Gardner, Chairman
Board of County Commissioners

_____
Amy Burgans
Douglas County Clerk-Treasurer

EXHIBIT A

PILOT FAÇADE IMPROVEMENT PROGRAM GRANT

Pilot Façade Improvement Program Grant

In order to create distinctive downtown areas, the Economic Vitality Plan, approved by the Board of Commissioners in December 2021, includes a project goal of piloting a Façade Improvement Program (FIP).

Main Street Gardnerville recently created a FIP and set aside $5,000 for initial implementation. The County will provide an additional $10,000 for implementation of the program.

The purpose of this program is to improve the appearance and functionality of commercial properties located in the pilot area (Main Street Gardnerville Commercial zoning district.) Improving the appearance and functionality of commercial buildings is part of an overall strategy to attract consumers and new businesses as well as to support existing businesses in the Main Street Gardnerville district.

The program will be available to commercial property and business owners as determined by Main Street Gardnerville through the program guidelines developed.

Main Street Gardnerville will administer the program including but not limited to, development guidelines, applications, and procedures and award of funds and monitoring of improvements.

It is intended that Main Street Gardnerville will grant the funds to commercial properties and business owners with a 50/50 business match to be used for exterior property improvements such as, but not limited to, signage, lighting, window replacement, etc. Funds need to be expended by June 30, 2023. A report back to Douglas County Economic Vitality shall be produced by Main Street Gardnerville by June 30, 2023. It shall include before and after pictures of façade improvements and metrics by which the pilot project can be deemed successful. The metrics will be used to determine if continuance of and/or expansion of the pilot project has merit and improves the economic vitality of the project area.

Main Street Gardnerville Business Facade Improvement Program Summary
2025-2026 Cycle

Buisness Name	Street Address	Type of Project	Total Project Cost	Total grant funded	Business Match	Additional Owner Reinvestment	Grant Amount	DC funding	MSG funding	Improvement completion date	Copy of Check Included	Receipts Included
DST Coffee	1411 & 1415 US HWY 395	Signage	$599.95	$299.00	$299.00		$299.00		$299.00	10/23/2025	yes	yes
Cosmetic Medicine Center	1422 US Hwy 395	Lighting	$6,200.00	$3,100.00	$3,100.00		$2,526.60	$450.00	$2,076.60	2/2/2026	yes	yes
Carson Valley Masonic Lodge No.33	1419/1421 N Highway 395	New Roof	$39,300.00	$19,550.00	$19,550.00		$19,550.00	$19,550.00		12/2/2025	yes	yes
Totals			**$46,099.95**	**$22,949.00**	**$22,949.00**	**$0.00**	**$22,375.60**	**$20,000.00**	**$2,375.60**			
Total Project Cost	**$46,099.95**											
Total Grants Awarded	**$22,949.00**											
Total Private Investment	**$22,949.00**											

Façade Improvement GRANT PROGRAM

MAIN STREET GARDNERVILLE FAÇADE IMPROVEMENT GRANT APPLICATION

1407 US HWY 395, Gardnerville, Nevada 89410
Phone: (775) 782- 8027• www.mainstreetgardnerville.org

Date of Application: 6/20/25

Business Name: DST Coffee - The Patio

Business Address: 1411 & 1415 HWY 395

Applicant Primary Point of Contact Name: Amanda Premo

Applicant Primary Point of Contact Email: dstcoffeeco@gmail.com

Applicant Primary Point of Contact Phone: 775-901-1877

Applicant Checklist (*Please initial*)

- I am a Main Street Gardnerville business sponsor. AP Since: 2017
- I have included before photos. AP
- I have included design plans, inspiration photos, and paint samples as applicable, as well as estimates for the proposed work. AP
- I understand that the project must be completed within one year of grant approval. AP
- I understand that I must attend the Main Street Board of Director's meeting where my Facade Grant request will be discussed. AP
- I understand that grant funding is awarded on a reimbursement basis only. AP
- I understand projects that are started, already in progress, or competed are **NOT** eligible for Façade Grant funding. AP

Please check all that apply:

- [ ] Awning
- [ ] Paint
- [ ] Window/ Doors
- [ ] Structural Improvement
- [x] Attached Signage
- [ ] Masonry
- [ ] Lighting,
- [ ] Other

Start Date: 8/15/25 Date of expected completion: 8/30/25

Facade Improvement GRANT PROGRAM

Project Budget

Grant Funds Requested: $600

Total Project Cost: $700

Please attach a detailed list of all items and cost of the work to be performed or the items to be purchased that will utilize the Main Street Gardnerville Facade Grant dollars.

Give a brief description of why this project is impactful to you, your business property and Main Street Gardnerville District. As owners with young families we have strived to create a welcoming environment for families and the community. We have recently expanded our business to include a large patio outside and believe the improvement of signage would not only increase the enhancement of the space but also the main street district. Our mission is to create culture & embrace community and we feel as though this signage would create a unique attraction to draw people to not only our business but surrounding ones downtown. Having a place that achieves this is our honor.

☑ By checking this box, I, the undersigned, certify that this application is complete. I understand incomplete applications will **NOT** be considered for the program.

Applicant Signature: _____ Date: 6/24/25

If applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

Façade Improvement GRANT PROGRAM

PROPERTY OWNER AUTHORIZATION

(If different than business owner)

N/A

As owner/representative of the property located at_____

_____I have reviewed the above application and authorize operator of_____at said address to perform the facade improvements described above as part of the Main Street Gardnerville Façade Grant Program.

Signature of property owner or authorized representative:_____

Date:_____

Search the store



5' Tall Ice Cream Light-Up Glowing Statue Fixture 5' Tall Ice Cream Light-Up Glowing Statue Fixture 5' Tall Ice



5' Tall Ice Cream Ligh re

GET HELP

SKU: SSLIC

AVAILABILITY: Ships in 1 business day!

SHIPPING: Free Shipping

$599.95

CHOOSE YOUR STYLE: required

- Soft Serve Swirl
- Gelato / Ice Cream Scoop

QUANTITY:

1

ADD TO CART

DESCRIPTION

Looking to generate business and intrigue kids of all ages? Here's what you've been searching for!

This 5' tall ice cream cone lights up through 15 different colors simultaneously!

It also has 4 different lighting functions: flash, strobe, fade and smooth.

Sturdy plastic with a fillable base (Sand or Water) to hold it in place.

DST Coffee/The Patio
1411/1415 US Hwy 395N Gardnerville, NV
Total Project **$700**
Requesting **$600**

- New Signage

Recommended Project Funding
$350.00

FAÇADE GRANT EVALUATION

Score reflects average of all scores.

Is the applicant a current Main Street Gardnerville Business Sponsor? (1-2 yrs. 5 pts; 2+ yrs. 10 points)**10 pts**
- **Partner since 2017**

Is the application complete? (5 points) **3.75 pts**
- **The application is complete, but requesting more than 50% of funds.**

Does the project enhance our Main Street Gardnerville district? (10 points) **8 pts**
- **Fun Signage, brings attention**
- **Adds more design to Main Street, and will draw appeal.**
- **They already have an ice cream sign.**

Is it a historic preservation effort? (5 points)_ **0 pts**
- **The property is not historic.**

Does it meet Town/County design guidelines or does it require further research? (5 points) **5pts**

Longevity… i.e. building improvements versus signage, etc. (15 points) **9.75 pts**
- **Signage is Sturdy**

Does it fit within our budget? (5 points) **5 pts**

Does it enhance curb appeal? (10 points) **10 pts**
- **Cute sign, adds lighted signage.**

Total points possible: 65 points **51.5 Average**

*In the event the applicant cannot proceed with the project once selected, the money awarded will go back into the designated FIP funds to be used in a future grant cycle.

Main Street Gardnerville
Request for Reimbursement for Façade Grant

Date of Application: April 20, 2025

Business Name: DST Coffee

Business Address: 1415 HWY 395 89410

Applicant Primary Point of Contact Name: Amanda

Applicant Primary Point of Contact Email: Dstcoffeeco@gmail.com

Applicant Primary Point of Contact Phone: 7753924455

Start Date: Sept 4, 2025 Date of completion: Oct 30, 2025

Project Budget

Total Expenditures: $599.95

Approved Reimbursement (*or 50% of total project expenditures if the total project expenditures is lesser than the original approved project request*): $299

Reinvestment Statistics (*Did you pay more expenditures and out of pocket costs than expected, if so how much?* : N/A

Please attach receipt for project AND proof of payment that utilize the Main Street Gardnerville Façade Grant dollars. Proof of payment includes: copy of cleared check from financial institution or credit card statement showing project balance paid in full.

Final Checklist (*Please submit all items for final distribution of reimbursement funds*)

- Before and after photos of the building and project (*required*) ap
- Invoice for service performed (*required*) ap
- Proof of cleared final payment for services performed. (*required*) Ap
- I understand this project will be used for future promotion and testimonials of the Main Street Gardnerville Façade grant program. Ap

Façade Improvement GRANT PROGRAM

Please give a brief description of the impact this project will have or has had on your business.

See attached document

See attached document

Overall, do you feel your project results compare favorably with your project goals? Please explain:

Do you have any recommendations for future cycles of the Main Street Gardnerville Façade Grant Program?

Love this program! Thank you for providing opportunities to invest in our downtown.

Do you authorize Main Street Gardnerville to use this testimonial in future promotions of the Façade Grant Program? Ap

Applicant Signature: _____ Date: _____

Main Street Gardnerville

06/26/2026 DST Coffee The Patio

Date	Type	Reference	Original Amount	Balance Due	Paymen
06/26/2026	Bill		299.00	299.00	299.0
		Check Amount			299.0

[redacted]

299.0

PRODUCT 88LT104 USE WITH 91969 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

Jen Tune <director@mainstreetgardnerville.org>

Facade Grant 2025

1 message

DST Coffee <dstcoffeeco@gmail.com> Thu, Apr 23, 2026 at 1:43 PM
To: Jen Tune <director@mainstreetgardnerville.org>

Thank you Main Street Gardnerville for the opportunity to be awarded a facade grant for the year 2025. We were able to use the approved funds to purchase a new ice cream sign for our outdoor patio space. The addition of the large illuminated ice cream cone has had an immediate and positive impact on our business. As we expand into ice cream service, the signage provides clear visibility along the main street, helping inform both locals and visitors that there is now a local ice cream option available in our community.

From a business standpoint, it has increased awareness, drawn in new customers, and supported higher foot traffic—especially from those who may not have otherwise known about our new offerings. The visibility from the roadway is especially valuable in a small town setting, where clear, inviting signage plays a key role in attracting passersby.

Beyond business impact, the installation contributes to the character of Gardnerville by adding a fun and welcoming visual element. It has quickly become a recognizable feature that resonates with families and enhances the overall sense of place along our main corridor.

This project supports both our growth as a small business and our goal of creating a vibrant, community-centered space.

Attached are before and after photos of the space!

Along with receipts of the signage.

Amanda (Wartgow) Premo

7 attachments



FacadeMSG.png
195K



FacadeReceipt.png
239K

Frozen Solutions
To: dstcoffeeco@gmail.com >
Reply To: christina@frozensolutions.com >

9/4/25

Your Frozen Solutions Order Has Been Updated (#42372)

Order status changed

Hi Amanda,

An order you recently placed on our website has had its status changed.

The status of your order #42372 has changed to Shipped.

Order details

Order total::	**$599.95**
Date placed::	**Sep 4th 2025**
Payment method::	**MyVirtualMerchant**

Products shipped

Cart Items	SKU	Qty
5' Tall Ice Cream Light-Up Glowing Statue Fixture	SSLIC	1

Tracking information

- 1ZA3V1920399241019 **(UPS® - Free Shipping)**

Click here to view the status of your order

frozen-solutions.com

1:25 PM Thu Apr 23 ... 41%

GREATER NEVADA Credit Union

Good Afternoon, [redacted]

← Back

[redacted]

[redacted]

Last Updated: April 23, 2026 1:24 PM

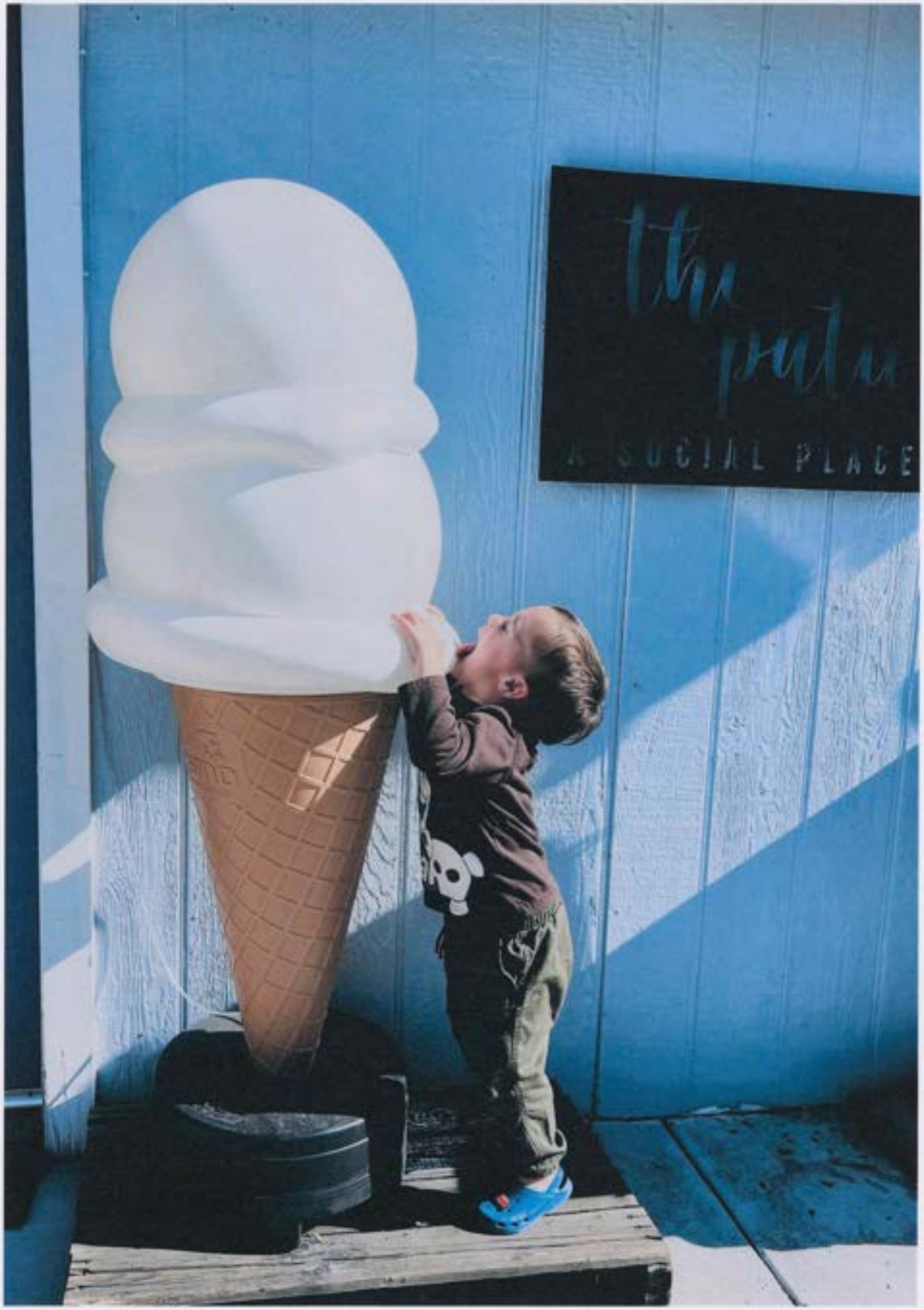
Transactions | Details and Settings

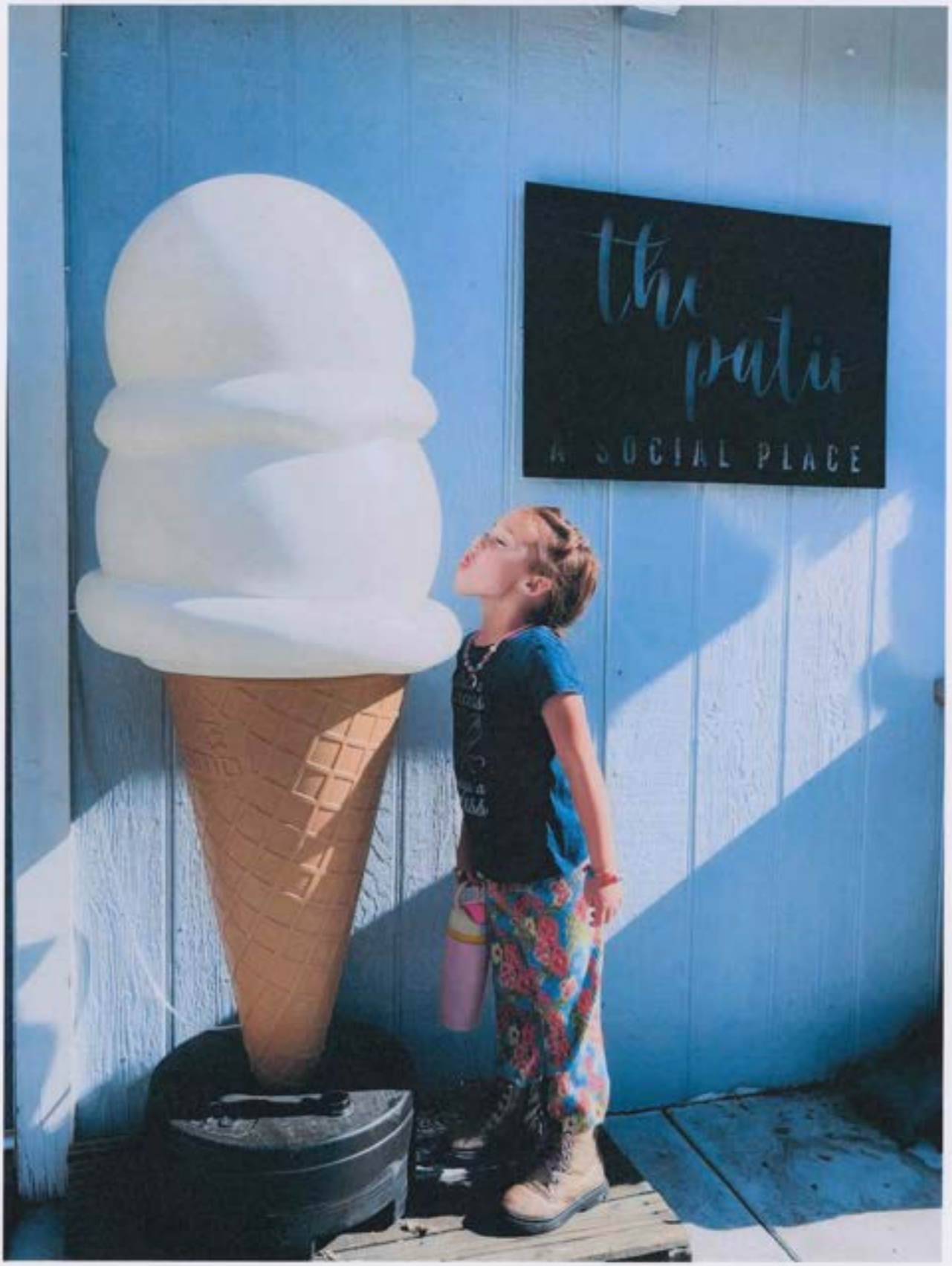
Frozen solutions

SEP 5 2025	POS WD - FROZEN SOLUTIONS INC 888-6981711 CAUS	($599.95)	

Page totals: Credits: [0] **$0.00** | Debits: [1] **($599.95)**

1 - 1 of 1 transactions


A SOCIAL PLACE


the patio
A SOCIAL PLACE


the patio
ICE
CREAM
locally made
COMING SPRING
2025
the patio
A SOCIAL PLACE

ICE
CREAM

MAIN STREET GARDNERVILLE
FAÇADE IMPROVEMENT
GRANT PROGRAM

MAIN STREET GARDNERVILLE FAÇADE UPDATE GRANT PROGRAM APPLICATION

1407 US HWY 395, Gardnerville, Nevada 89410
Phone: (775) 782- 8027• www.mainstreetgardnerville.org

Date of Application: September 22, 2025

Business Name: Carson Valley Lodge No. 33 F & AM

Business Address: 1419/1421 N Highway 395 Gardnerville, NV

Applicant Primary Point of Contact Name: Robert Pohlman

Applicant Primary Point of Contact Email: bpohlman5@gmail.com

Applicant Primary Point of Contact Phone: (775) 781-3291

Please check all that apply:

- ☐ Awning
- ☐ Paint
- ☐ Window Restoration
- ☐ Attached Signage
- ☐ Masonry
- ☐ Lighting,
- ☒ Doors, Other Roof replacement

Start Date: September 30, 2025 Date of expected completion: November 15, 2025

Project Budget

Cost: $39,300

Total Cost: $39,300

Please attach a detailed list of all items and cost of the work to be performed or the items to be purchased that will utilize the Main Street Gardnerville Facade Grant dollars.

Applicant Checklist (*Please initial*)

- I have included before photos RP
- I have included design plans, inspiration photos, and paint samples as applicable, as well as estimates for the proposed work RP
- I understand that the work must commence within 90 days of approval RP
- I understand that the project must be completed within one year of grant approval RP

MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT GRANT PROGRAM

- I understand that I must attend the Main Street Board of Director's meeting where my Facade Grant request will be discussed RP
- I understand that grant funding is awarded on a reimbursement basis only RP

Give a brief description of why this project is important and impactful to you and your business property.

Insurance Company questioned roof age (20 years) for renewal of property policy. Roof inspection performed August 14th. (See attached inspection report and photos) Roof inspection report recommended reroofing now. Project is needed to prevent water infiltration of the Lodge and Cheshire Antiques shop. The reroofing will keep the structural integrity of the building roof. The Lodge needs to provide a sound environment for the Cheshire Antiques business.

NON-TRANSFERABILITY OF GRANT CLAUSE

Façade Improvement Grants awarded by Main Street Gardnerville are non-transferable. Grant funds are awarded solely to the approved applicant for the specific project and property listed in the grant agreement. Any change in ownership, business entity, or project scope without prior written approval from Main Street Gardnerville will result in termination of the grant and forfeiture of any awarded or remaining funds.

INDEMNIFICATION CLAUSE

As a condition of receiving Façade Improvement Grant funds from Main Street Gardnerville, the undersigned ("Grantee") agrees to indemnify, defend, and hold harmless Main Street Gardnerville, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to the grant-funded project. This includes, but is not limited to, property damage, personal injury, accidents, construction-related issues, or business disruptions that occur on or around the premises during or after completion of the improvement project.

The Grantee acknowledges and agrees that:

- Main Street Gardnerville is not responsible for managing, supervising, or inspecting the construction or tenant improvement work;
- Main Street Gardnerville does not assume any responsibility for the quality, safety, or code

compliance of the project or any contractor or subcontractor hired by the Grantee;

- The Grantee is solely responsible for obtaining all necessary permits and approvals required by applicable local, state, or federal authorities prior to beginning any work;
- Main Street Gardnerville is not responsible for ensuring that permits are secured, nor will it be held liable for any project delays, citations, or loss of business revenue resulting from failure to obtain proper permits.

Applicant Signature: Robert Pohlman Date: 9/22/2025

If applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

OWNER AUTHORIZATION

As owner/representative of the property located at 1419/1421 N Highway 395 I have reviewed the above application and authorize operator of CV Lodge 33 F&AM at said address to perform the facade improvements described above as part of the Main Street Gardnerville Façade Grant Program.

Signature of property owner or authorized representative: Robert Pohlman

Date: 9/22/2025

Authentic Roofing LLC
775-560-1450
PO Box 1208 Sparks, NV, 89432
Email: AuthenticRoofing@outlook.com
NV LIC # 0084858 Limit $1,100,000

August 19, 2025
Chuck Tuggle, PM / Carson Valley Lodge #33
Phone: 775-450-4506
Email: tugglech@gmail.com
Re: 1419 HWY 395, Gardnerville, NV 89410

Bidding: Reroof With TPO Roofing. Furnish, install, tax included.

Includes:

1. Purchase reroof permit.
2. Tear off existing material on all parapets, and at roof hatch.
3. Over existing prepared roof mechanically attach GAF 60 mil fleeceback white TPO single ply roof system.
4. Install OSB sheeting on inside of parapets to allow for a good surface to adhere the new TPO wall sheets.
5. Turn TPO up parapets up and over top of parapets and terminate with termination bar.
6. Flash in roof hatch and all wall penetrations.
7. Install tpo clad metal on back edge and weld new tpo roofing to it.
8. Install walk pads at roof hatch.
9. Clean off all roof debris from job site.
10. All roofing installed per manufactures specifications.

Warranty: upon final payment Authentic Roofing LLC will warranty this work for 2-years from leaks due to faulty workmanship.

Exclusions & Contingencies (But Not Limited To...)

1. Any work not listed in bid line items or "inclusions", whether listed in the specs or not. Our bid will detail exactly what we are bidding. If an item is missing, it is not included in our bid.
2. Any implied start date or schedule. This bid is contingent upon a mutually agreed upon "Start Date". If a back log of work exists, work will be completed upon completion of currently contracted work and weather appropriate for proper roofing installation. Please understand weather plays a major role in our scheduling and it effects how efficient and effectively we can perform our roofing work. ***Weather Conditions*** *that effect roofing work are as follows – Snow, Rain, Wind, Frost, Cold, and Hot conditions, these conditions also dictate our scheduling. We will do our best providing you with updated schedules.*
3. Wood and batt insulation, vapor barriers, skylights, roof hatches, mechanical, electrical, and plumbing equipment and accessories, gutters, painting, attic vents, valley metal, pipe flashings, and any sheet metal or repairing of not listed in bid or "inclusions".
4. Any software fees (example: Textura) that Contractor or Owner requires Authentic Roofing LLC to utilize, and which will cost additional fees, unless specifically listed under our inclusions.
5. Excludes price of wrap insurance.
6. Prevailing Wage Rates, or overtime work unless specifically listed under our inclusions.
7. Damage to roof caused by other trades and others. The repair or replacement of any and all Authentic Roofing LLC's work or materials damaged by others.
8. Authentic Roofing LLC's warranty, unless listed in bid.

9. Manufactures warranty, unless included in "inclusions" or listed, accepted, and paid for as a separate line item apart from the "Bid" amount.
10. Any discrepancies in our work or materials are not valid for hold meant of scheduled or final payments, they will be worked out for quick resolution.
11. Excludes damage to air condition lines, heating lines, water lines, electrical lines, and duct work that is or located in the attic space located to close to bottom side of roof sheeting.
12. Any color variations from manufacture on materials shall not be considered a valid basis for rejection of the material and payments.
13. Warranty coverage excludes man caused damages or acts of God/or Natural forces.
14. Liability or responsibility for damage caused by defects in the building design or interior condensation, and/or moisture entering any part of the roofing system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
15. The repair, alteration, or modification of roof substrate to avoid water ponding. The responsibility to verify slope and ponding issues falls strictly upon a General Contractor or Architect. Authentic Roofing LLC's installation of the roof or siding over any substrate shall not be deemed an acceptance of the substrate, except for visually observable characteristics that may affect the warrantability of the final product. Authentic Roofing LLC shall have no responsibility or liability for imperfections, defects, or problems of any kind with the substrate that cannot be observed by visual inspection. Imperfections, defects, or substrate problems for which Authentic Roofing LLC shall have no liability, include, but are not limited to: An inadequate curing of a concrete substrate, excess moisture in a substrate or moisture added to the interior of the building which may cause vapor drive, structural integrity of a substrate, deflections in a substrate that may cause ponding, the trueness of any structural members or decking, and design defects or deficiencies in substrate materials. The general contractor and/or Owner are responsible to confirm the substrate is sloped and not ponding.
16. Sheathing of all kinds, decking, nailers and blocking unless listed in bid or "inclusions".
17. Asbestos abetment.
18. Flood or water testing.
19. Authentic Roofing is not responsible for removal, relocation, aligning of satellite dish or antennas or water leaks caused by them.
20. Additional mobilizations after the initial that is not in Authentic Roofing LLC's control.
21. Snow removal, drying of wet or damp substrates. Authentic Roofing LLC does everything required to leave the job in a water-tight condition each night, but we do not provide temporary weather protection or nightly tie-ins.
22. Extra work or inefficiencies cause by or resulting from having limited or no access to the worksite, dumpster locations or loading locations or working on or at an unsafe jobsite or building.
23. Authentic Roofing LLC does not perform any engineering or design. Authentic Roofing LLC is not responsible for the adequacy, or any value engineering suggestions or alternates proposed by us.
24. On metal systems and all metal work, oil canning shall not be considered a valid basis for rejection of the metal and or metal panels or payments.
25. Any materials ordered, deposits, and equipment ordered costs for the job will not be returned if this contract is broken by General Contractor, Architect, or building Owner/ for any reason.
26. Excludes patio roofs, shed or outbuilding roofs unless noted on bid/proposal.

Authentic ROOFING

Payments: payments are due upon invoice received. Payment schedules are due when materials are delivered, and progress payments are due bi-weekly until completion of our work any remainder balance or extra expenses are due upon completion of or work. A 3% weekly fee will be added on overdue invoices. A 3% fee will be added to card payments and electronic transfers.

This bid proposal including exclusions and contingencies shall be incorporated into and shall become part of the contract documents, including the contract or subcontract agreement, regardless of whether it is specifically referred to in any future documents or not. The term of this bid proposal shall control over any contrary or conflicting terms of the agreement, unless there is an express waiver of this contained in the agreement.

This Bid is good for 30 days from date above.

Bid.....$ 37,900.00 _____initials
Add for manufactures TPO 20-year NDL warranty.....$ 1,400.00 _____initials

Thank you for the opportunity to bid this work. Please contact us if you have any questions.

Accepted by *Print:* Robert Pohlman
Sign: Robert Pohlman
Date 9/17/2025

Respectfully Submitted by *Print:* Patrick Coyne / Owner *Sign:* Patrick Coyne

Date 8-19-25

Authentic Roofing LLC
775-560-1450
PO Box 1208 Sparks, NV 89432
Email: AuthenticRoofing@outlook.com
NV LIC # 0084858

August 27, 2025
Chuck Tuggle, PM / Carson Valley Lodge #33
Phone: 775-450-4506
Email: tuggtech@gmail.com
Re: Roof Inspection @ 1419 HWY 395, Gardnerville, NV 89410

Per your request we have performed a roof inspection on 8/14/2025 @ the above address, and these are the findings...

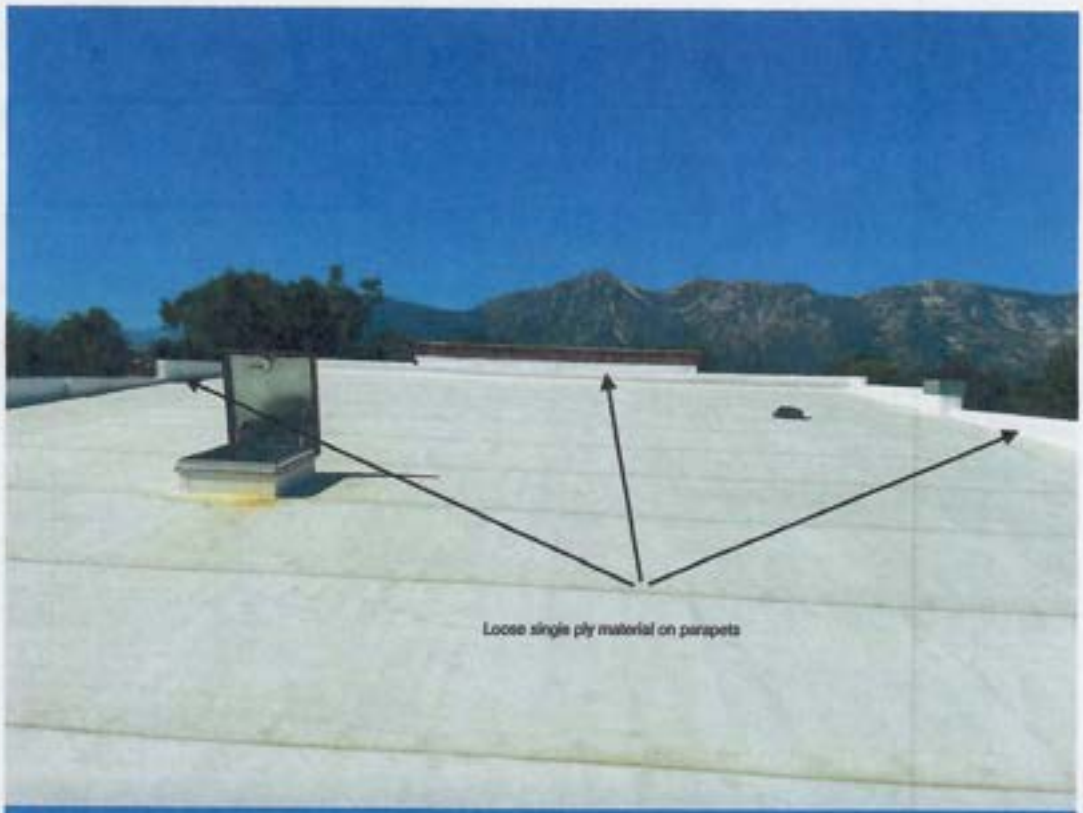
The following inspection was for the condition of the existing roof covering on the above address. The inspection is a roofing inspection only, we do not inspect any wood sheeting or any of the building structure, it is inspection on the roofing materials only.

Per our inspection we found the building has one layer of single ply roofing on it with roof top insulation board under the single ply. We found that the single ply has been coming off the back edge metal and patched a few times this can cause water infiltration. We found a loose seam on the single ply roofing near back edge that could cause water infiltration. We also found that all the roofing on the parapet have blown loose, they are still attached with a metal termination bar on top keeping them from blowing off completely.

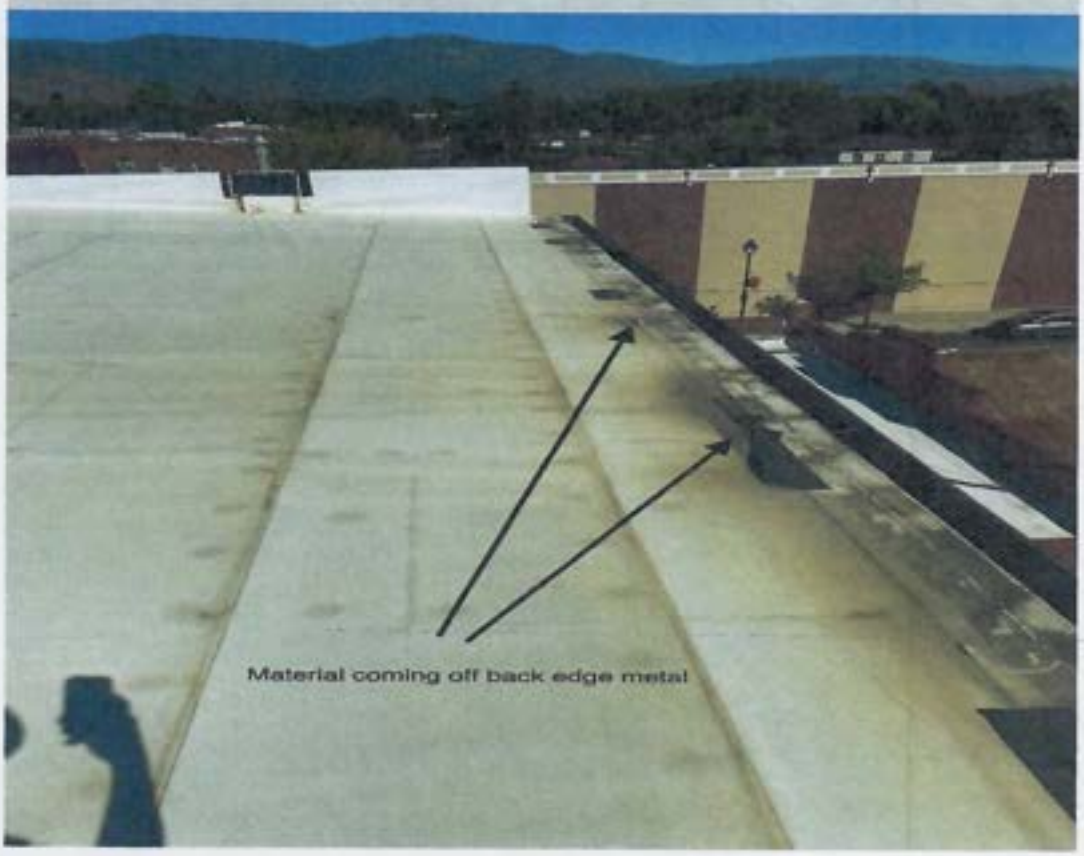
In our professional opinion this roof is in fair condition and reroofed as soon as possible.

Thank you, please contact us if you have any questions.

Respectfully submitted,
Patrick Coyne
Patrick Coyne II / Owner

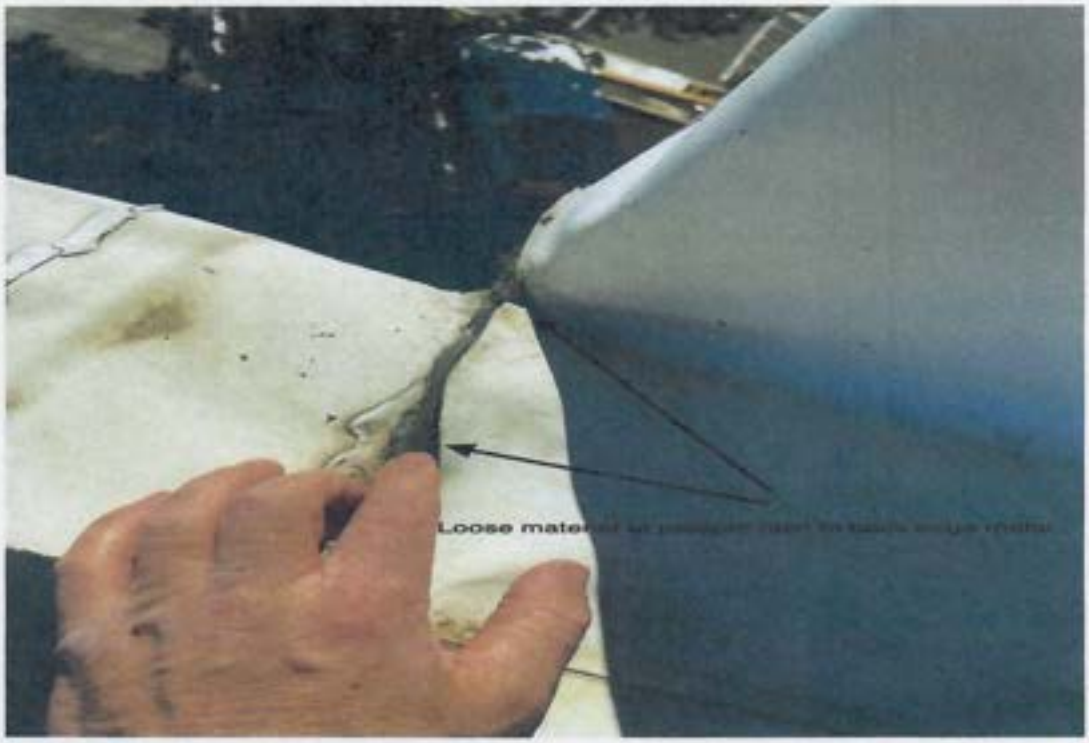


Loose single ply material on parapets



Material coming off back edge metal


Loose single ply material on parapets



Carson Valley Lodge No. 33
Roofing
Total Project cost $39,300
Award amount -not to exceed $19,500

FAÇADE GRANT EVALUATION

Is the applicant a current Main Street Gardnerville Business Sponsor? (1-2 yrs. 5 pts; 2+ yrs. 10 points) 10 average

Is the application complete? (5 points) 5 average score

Does the project enhance our Main Street Gardnerville district? (10 points) 10 average score

Is it a historic preservation effort? (5 points) 5 average score

* Very Historic Building

Does it meet Town/County design guidelines or does it require further research? (5 points) 5 average score



Longevity… i.e. building improvements versus signage, etc. (15 points) 14.5 average score

Does it fit within our budget? (5 points) 4.25 average score

Does it enhance curb appeal? (10 points) 8.25 average score

Total points possible: 65 points 62 total points

*In the event the applicant cannot proceed with the project once selected, the money awarded will go back into the designated FIP funds to be used in a future grant cycle.

ROBERT POHLMAN
1777 EVERGREEN COURT
MINDEN, NEVADA 89423-5132
775-782-8982
CELL: 775-781-3291
E-mail: bpohlman5@gmail.com

January 3, 2026

Main Street Gardnerville
1420 US Highway 395 North, STE 3

Dear Jen Tune,

Carson Valley Masonic Lodge appreciates your grant given to us for reroofing the lodge roof. After finishing the project, we received a lower premium on our building insurance policy.
We are looking forward to providing any promotional cause for the grant program. We are happy to provide assist with manpower for your community projects.

Sincerely,

Robert Pohlman
C V Lodge No. 33 F&AM
Trustee

Façade Improvement Grant Program

Main Street Gardnerville
Request for Reimbursement for Façade Grant

Date of Application: September 22, 2025

Business Name: Carson Valley Lodge No. 33 F&AM

Business Address: 1419 N Highway 395 Garderville NV

Applicant Primary Point of Contact Name: Robert Pohlman

Applicant Primary Point of Contact Email: bpohlman5@gmail.com

Applicant Primary Point of Contact Phone: (775) 781-3291

Start Date: 9/17/2025 Date of completion: 12/2/2025

Project Budget $ 39,300

Total Expenditures: $ 39,300

Approved Reimbursement (*or 50% of total project expenditures if the total project expenditures is lesser than the original approved project request*): $19,550

Reinvestment Statistics (*Did you pay more expenditures and out of pocket costs than expected, if so how much?*): _____

Please attach receipt for project AND proof of payment that utilize the Main Street Gardnerville Façade Grant dollars. Proof of payment includes: copy of cleared check from financial institution or credit card statement showing project balance paid in full.

Final Checklist (*Please submit all items for final distribution of reimbursement funds*)

- Before and after photos of the building and project (*required*) ✓
- Invoice for service performed (*required*) ✓
- Proof of cleared final payment for services performed. (*required*) ✓
- I understand this project will be used for future promotion and testimonials of the Main Street Gardnerville Façade grant program. ✓

Façade Improvement GRANT PROGRAM

Please give a brief description of the impact this project will have or has had on your business. _____

A warranty was issued for this work from leaks due to faulty workmanship and material. With the warranty in place, we should get another twenty years of maintenance free use of the roof.

Overall, do you feel your project results compare favorably with your project goals? Please explain: _____

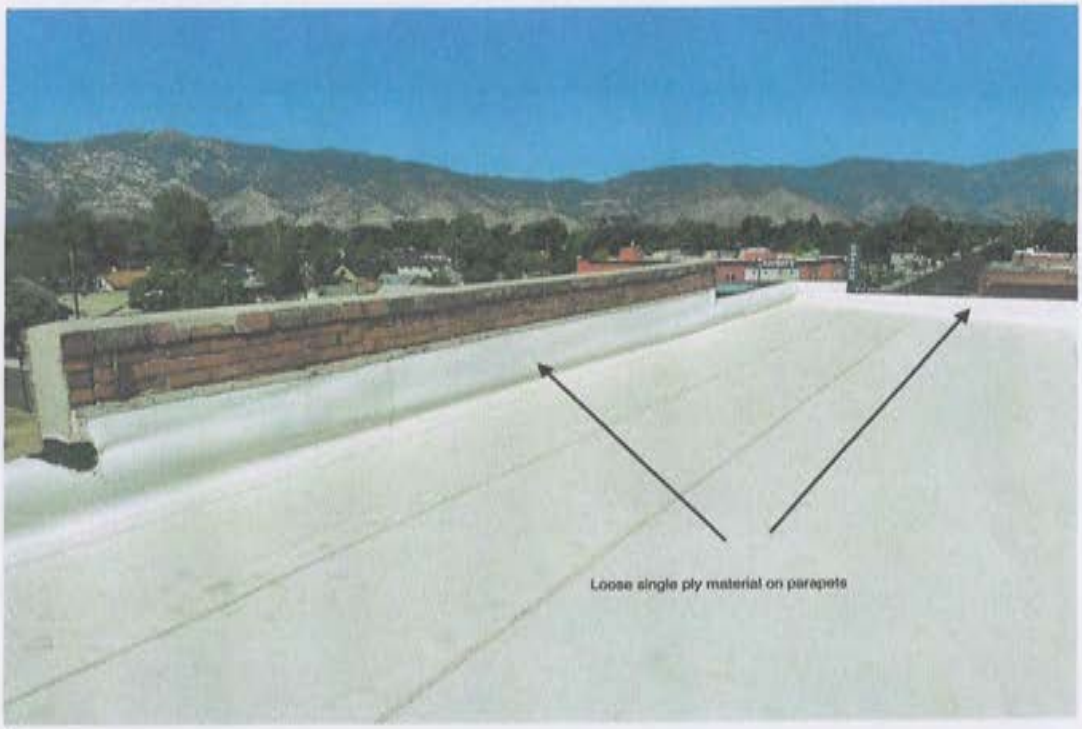
As shown in the before and after reroofing pictures attached, the reroofing provided resealed parapets and wall penetrations as well as double layer material on the roof surface. We exceeded our financial goals by lowering the premium on our building insurance policy.

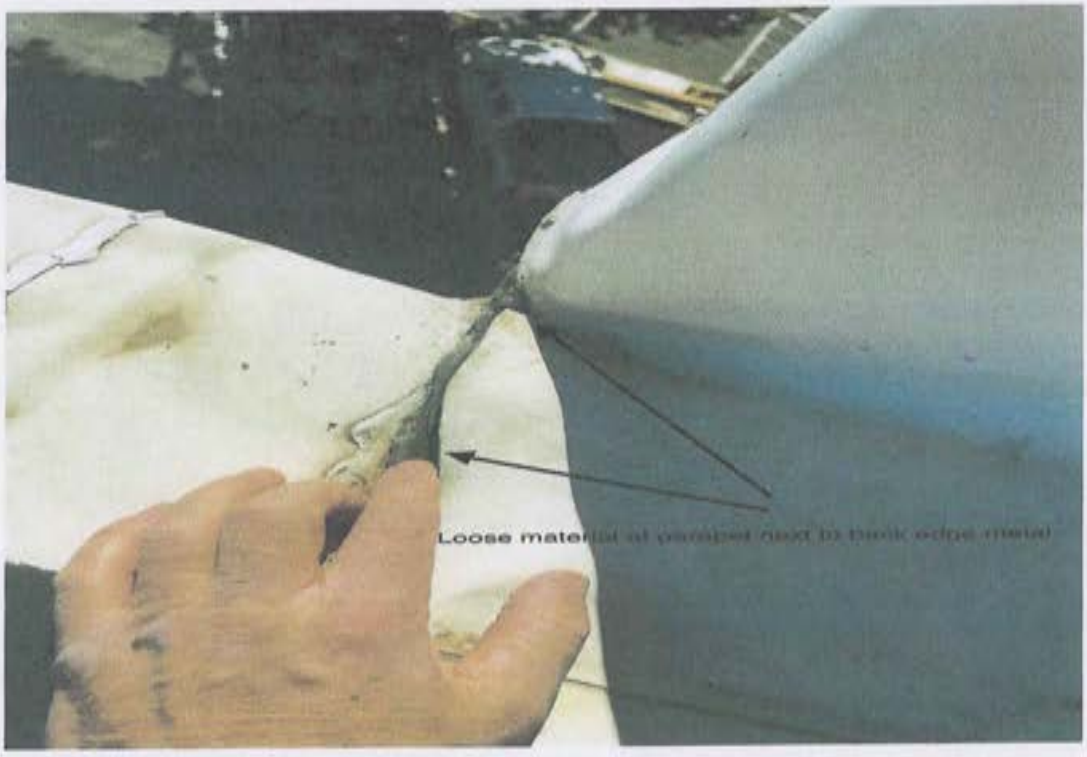
Do you have any recommendations for future cycles of the Main Street Gardnerville Façade Grant Program?

No

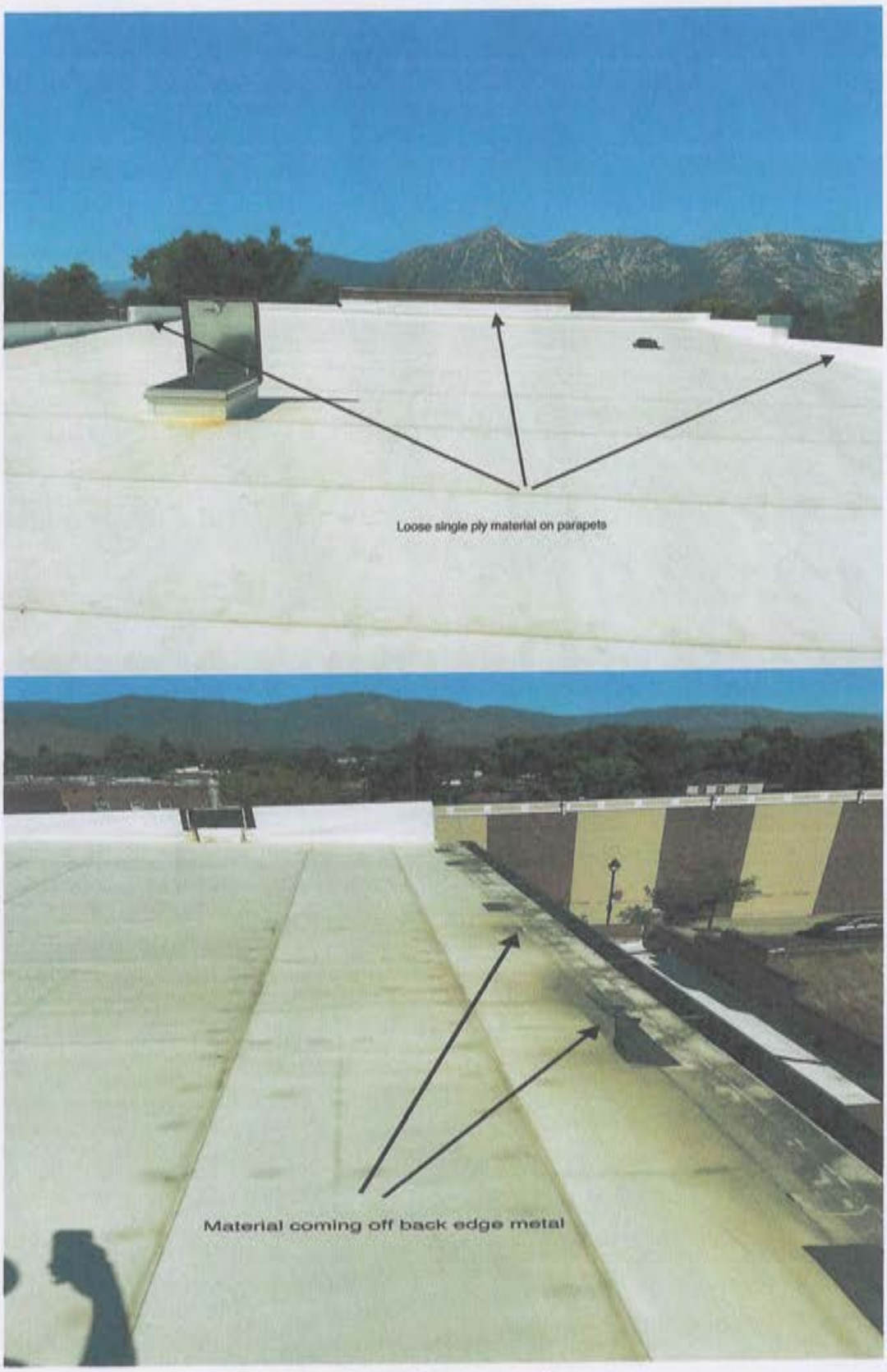
Do you authorize Main Street Gardnerville to use this testimonial in future promotions of the Façade Grant Program? Yes

Applicant Signature: Robert Pohlman Date: 1/3/2026





Before Reroofing Inspection



Before Reroofing Inspection



After Reroofing Replacement



After Reroofing Replacement

AUTHENTIC ROOFING LLC
PO Box 1208
Sparks, NV 89432 US
7755601450
mary@authenticroofing.com

Receipt

Received From
Chuck Tuggles
1419 Highway 395
Gardnerville, NV 89410 US

Date: 09/17/2025

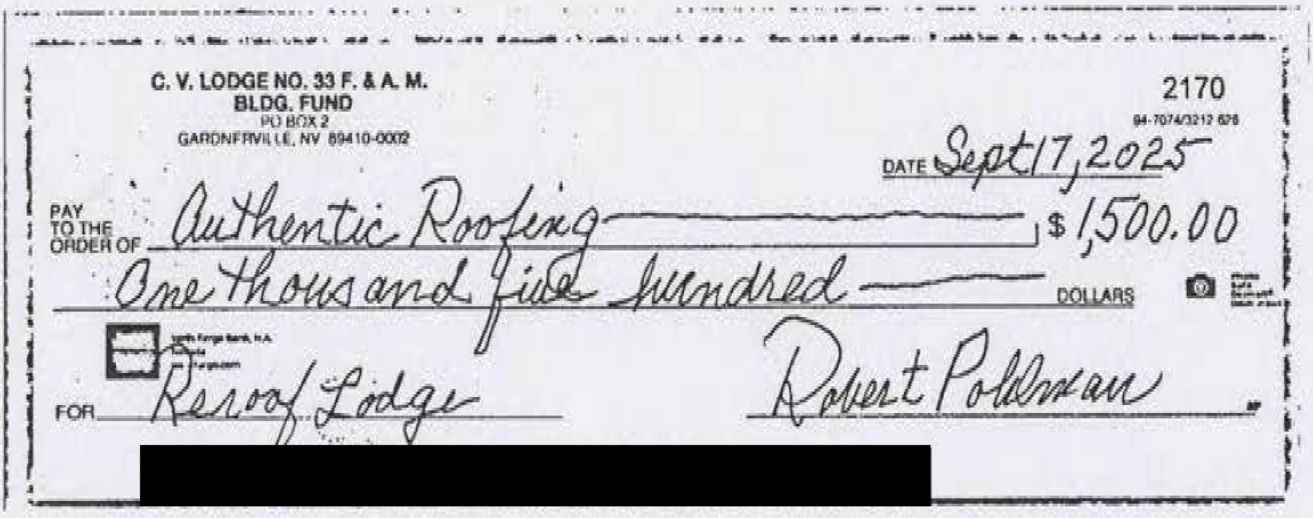
Reference No: 2170- Tuggles

Invoice Number	Invoice Date	Due Date	Original Amount	Balance	Payment
2175	09/17/2025	09/17/2025	1500.00	1500.00	1500.00

Memo:

Amount Credited: $0.00
Total: $1,500.00

Routing	Sequence #	Paid Date	Amount	Account	Serial	Capture Source
32127074	8719312185	09222025	$1500.00	1004520407	2170	00007105



C. V. LODGE NO. 33 F. & A. M.
BLDG. FUND
PO BOX 2
GARDNERVILLE, NV 89410-0002

2170
94-7074/3212 626

DATE Sept 17, 2025

PAY TO THE ORDER OF Authentic Roofing $ 1,500.00

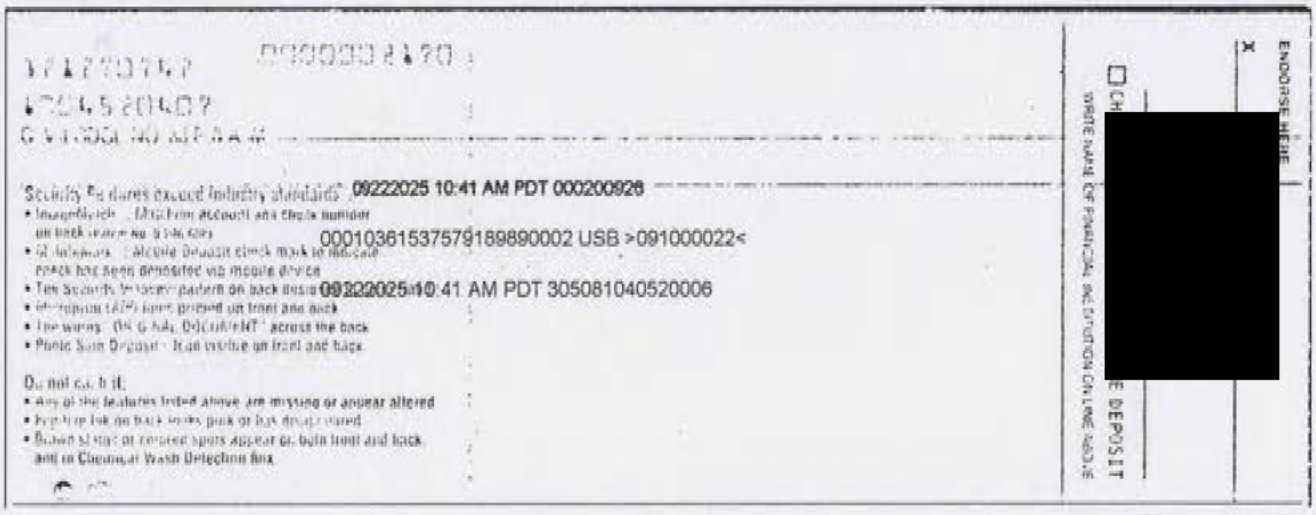
One thousand five hundred DOLLARS

Wells Fargo Bank, N.A.

FOR Reroof Lodge

Robert Poldman

[redacted]



17127074 0000002170
1004520407
C V LODGE NO 33 F & A M

Security Features exceed industry standards 09222025 10:41 AM PDT 000200926

- Imagelock - Matching account and check number on back (Form No. 5346 Only)
- Mobile Deposit - Mobile Deposit check mark to indicate check has been deposited via mobile device
- Ten Security Features pattern on back design
- Microprint (AIP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit - Icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fine-tire ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back and in Chemical Wash Detection Box

00010361537579189890002 USB >091000022<

09222025 10:41 AM PDT 305081040520006

ENDORSE HERE

X

☐ CH[redacted]E DEPOSIT

WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

AUTHENTIC ROOFING LLC
PO Box 1208
Sparks, NV 89432 US
7755601450
mary@authenticroofing.com

INVOICE

BILL TO
Chuck Tuggles
1419 Highway 395
Gardnerville, NV 89410 US

INVOICE # 2252
DATE 11/25/2025
DUE DATE 11/25/2025
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Reroof	Re-roof entire roof per the contract	1	37,900.00	37,900.00
	Deposit	Paid deposit on 9/17/25	1	-1,500.00	-1,500.00
	Warranty	20 year TPO NDL warranty	1	1,400.00	1,400.00

PAYMENT IS DUE UPON COMPLETION OF JOB. A 3% WEEKLY LATE CHARGE WILL BE charged on overdue invoices.

There is a 3% TRANSACTION FEE FOR ANY CARD PAYMENTS. Thank YOU.

SUBTOTAL	37,800.00
TAX	0.00
TOTAL	37,800.00
BALANCE DUE	**$37,800.00**

AUTHENTIC ROOFING LLC
PO Box 1208
Sparks, NV 89432 US
7755601450
mary@authenticroofing.com

Receipt

Received From
Chuck Tuggles
1419 Highway 395
Gardnerville, NV 89410 US

Date: 12/15/2025

Reference No: 2177- Tuggles

Invoice Number	Invoice Date	Due Date	Original Amount	Balance	Payment
2252	11/25/2025	11/25/2025	37800.00	37800.00	37800.00

Memo:

Amount Credited: $0.00
Total: $37,800.00

AUTHENTIC ROOFING LLC
PO Box 1208
Sparks, NV 89432 US
7755601450
mary@authenticroofing.com

INVOICE

BILL TO
Chuck Tuggles
1419 Highway 395
Gardnerville, NV 89410 US

INVOICE # 2252
DATE 11/25/2025
DUE DATE 11/25/2025
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
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	Warranty	20 year TPO NDL warranty	1	1,400.00	1,400.00

PAYMENT IS DUE UPON COMPLETION OF JOB. A 3% WEEKLY LATE CHARGE WILL BE charged o overdue invoices.

There is a 3% TRANSACTION FEE FOR ANY CARD PAYMENTS. Thank YOU.

PAID

SUBTOTAL	37,800.00
TAX	0.00
TOTAL	37,800.00
PAYMENT	37,800.00
BALANCE DUE	**$0.00**

Check Number:
2177

Date Posted:
12/16/2025

Check Amount:
$37,800.00

C. V. LODGE NO. 33 F. & A. M.
BLDG. FUND
PO BOX 2
GARDNERVILLE, NV 89410-0002

2177
94-7074/3212 626

DATE December 2, 2025

PAY TO THE ORDER OF Authentic Roofing LLC $ 37,800.00

Thirty seven thousand eight hundred DOLLARS

Wells Fargo Bank, N.A.
Nevada
wellsfargo.com

FOR Invoice 2252

Robert Pohlman

[redacted]

121270742 0000002177
1004520407
C V LODGE NO 33 F & A M

Security Features exceed industry standards 12162025 01:40 PM PST 222200682

- ImageMatch : Matching account and check number on back (Patent No. 9,246,683)
- MobileMark : Mobile Deposit check mark 00010861537579189892222 USB >091000022< check has been deposited via mobile device
- The Security Weave - pattern on back designed to deter fraud
- Microprint (AP) lines printed on front and back 12162025 01:40 PM PST 309709504850002
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit - icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Equitive fax on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back, and in Chemical Wash Detection Box

☐ CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE
X

Main Street Gardnerville
02/11/2026

Carson Valley Lodge No.33 F&AM

1886

Date	Type	Reference	Original Amount	Balance Due	Payment
02/11/2026	Bill		19,550.00	19,550.00	19,550.00
02/11/2026	Bill		3,407.00	3,407.00	3,407.00
		Check Amount			22,957.00

US Bank (9228) 22,957.00

PRODUCT 88LT104 USE WITH 91663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3760 IMG S Y ST01

106481759889702 EB

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement

Account Number: [redacted]

Statement Period:
Feb 2, 2026
through
Feb 28, 2026

To Contact U.S. Bank

24-Hour Business Solutions: *800-673-3555*

U.S. Bank accepts Relay Calls

Internet: *usbank.com*

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

INFORMATION YOU SHOULD KNOW

New Services Terms and Conditions will be effective for U.S. Bank business clients on March 1, 2026. You can view current and new Services Terms and Conditions at usbank.com/tmtermsandconditions. Use access code "terms2026". If you are unable to access this information for any reason, please reach out to your U.S. Bank contact or Commercial Customer Service team for assistance.

NON PROFIT CHECKING

Member FDIC

U.S. Bank National Association

Account Number [redacted]

Account Summary

	# Items			
Beginning Balance on Feb 2		$	[redacted]	
Customer Deposits	1			
Other Deposits	10			
[redacted]	[redacted]			
Other Withdrawals	9			
Checks Paid	5		28,081.22-	
Ending Balance on Feb 28, 2026		**$**	[redacted]	

Interest Paid this Year $ [redacted]
Number of Days in Statement Period

Customer Deposits

Number	*Date*	*Ref Number*	*Amount*
	[redacted]	[redacted]	[redacted]

Total Customer Deposits $ [redacted]

Other Deposits

Date	*Description of Transaction*	*Ref Number*	*Amount*
[redacted]			

Products and services available in U.S. only. Eligibility requirements and restrictions apply. For additional information, contact a U.S. Bank branch or call 800-872-2657.

BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement
Account Number:
[redacted]
Statement Period:
Feb 2, 2026
through
Feb 28, 2026

NON PROFIT CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [redacted]

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Total Other Deposits $ [redacted]

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-4438

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Card 4438 Withdrawals Subtotal $ [redacted]

Total Card Withdrawals $ [redacted]

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
[redacted]			

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement
Account Number:
[redacted]
Statement Period:
Feb 2, 2026
through
Feb 28, 2026

NON PROFIT CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [redacted]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Total Other Withdrawals $ [redacted]

Checks Presented Conventionally

Check	Date	Ref Number	Amount
[redacted]	[redacted]	[redacted]	[redacted]
1886*	Feb 12	8952463489	22,957.00

* Gap in check sequence

Conventional Checks Paid (5) $ 28,081.22-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
[redacted]					

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: January 2026

Account Number: [redacted] $ [redacted]

Analysis Service Charge assessed to [redacted] $ [redacted]

Service Activity Detail for Account Number [redacted]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	70		No Charge
Returned Deposited Items	1	17.00000	[redacted]
Subtotal: Depository Services			[redacted]
Branch Coin/Currency Services			
Cash Deposited-per $100	1		No Charge
Subtotal: Branch Coin/Currency Services			0.00
Fee Based Service Charges for Account Number 1-537-5675-9228			$ [redacted]

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement
Account Number:
[redacted]
Statement Period:
Feb 2, 2026
through
Feb 28, 2026

IMAGES FOR YOUR NON PROFIT CHECKING ACCOUNT

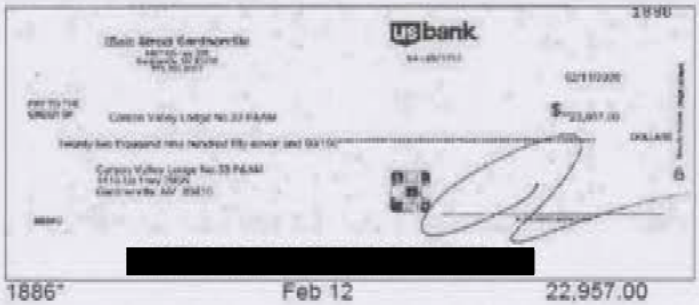
Member FDIC

Account Number [redacted]

[redacted]

[redacted]

[redacted]



[redacted]

1886* Feb 12 22,957.00

[redacted]

* Gap in check sequence

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1407 US Highway 395 North Gardnerville, Nevada 89410
T. 775.782.8027 | C. 775.691.6357
www.mainstreetgardnerville.org
info@mainstreetgardnerville.org

Carson Valley Lodge No.33 F&AM
1419/1421 N Highway 395
Gardnerville, NV 89410

Wednesday, October 29, 2025

Dear Mr. Pullman,

Congratulations! We are pleased to inform you that you have been awarded the Main Street Gardnerville 2025 Façade Grant in the amount of up to 50%, not to exceed:

- **$19,550** (Nineteen Thousand Five Hundred Fifty Dollars) for a new roof

Our offer of this grant is subject to your agreement to:

- Use the grant funds only as specified in the approved grant proposal.
- Maintain your records to show and account for the uses of grant funds.
- Provide written acknowledgment and receipt of cleared payment of the final invoice of the approved project for final reimbursement.
- Cooperate with any efforts of Main Street Gardnerville and Douglas County Economic Vitality to publicize the grant program.
- Complete your project by June 30, 2026, to be eligible for reimbursement.
- Provide before and after photos reflecting the accepted project.
- Provide a testimonial as to how this project will impact your business.

This grant was made possible in partnership with Douglas County to encourage reinvestment within the downtown district.

Signed,

_____
Business Owner/Representative

Date:_____

_____
Main Street Gardnerville Representative

Date: 10/30/25

Façade Improvement GRANT PROGRAM

MAIN STREET GARDNERVILLE FAÇADE IMPROVEMENT GRANT APPLICATION

1407 US HWY 395, Gardnerville, Nevada 89410
Phone: (775) 782- 8027• www.mainstreetgardnerville.org

Date of Application: June 2, 2025

Business Name: Cosmetic Medicine Center

Business Address: 1422 Mission St. Gardnerville 89410

Applicant Primary Point of Contact Name: Jenna Peck

Applicant Primary Point of Contact Email: jennalaketahoe@yahoo.com

Applicant Primary Point of Contact Phone: 775-781-0975

Applicant Checklist (*Please initial*)

- I am a Main Street Gardnerville business sponsor. ✓ Since: 5/2020
- I have included before photos. ✓
- I have included design plans, inspiration photos, and paint samples as applicable, as well as estimates for the proposed work. ✓
- I understand that the project must be completed within one year of grant approval. ✓
- I understand that I must attend the Main Street Board of Director's meeting where my Facade Grant request will be discussed. ✓
- I understand that grant funding is awarded on a reimbursement basis only. ✓
- I understand projects that are started, already in progress, or competed are **NOT** eligible for Façade Grant funding. ✓

Please check all that apply:

☑ Awning	☐ Paint	☐ Window/ Doors	☐ Structural Improvement
☑ Attached Signage	☐ Masonry	☑ Lighting,	☐ Other

Start Date: 7/1/25 Date of expected completion: 7/30/25

Façade Improvement GRANT PROGRAM

Project Budget

Grant Funds Requested: Lighting $6200, Awnings $3105.90, Signs $2873.09

Total Project Cost: $12,178.99

Please attach a detailed list of all items and cost of the work to be performed or the items to be purchased that will utilize the Main Street Gardnerville Facade Grant dollars.

Give a brief description of why this project is impactful to you, your business property and Main Street Gardnerville District. This project is impactful to me both professionally and peisonally. I have been a part of MSG since first starting my business in 2020. Over 5 years I have grown my practice leaps and bounds but I have been "hidden" inside the space I have been renting. I have dreamt about occupying this building since starting my practice and it's time for me to stand out in the community and time for this little historic gem to shine! I will take good care of her and I'm super excited to be apart and center for MSG and look forward to participating fully in the community!

☑ By checking this box, I, the undersigned, certify that this application is complete. I understand incomplete applications will **NOT** be considered for the program.

Applicant Signature: Jenna Pate Date: 6/2/25

If applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

Façade Improvement GRANT PROGRAM

PROPERTY OWNER AUTHORIZATION

(If different than business owner)

As owner/representative of the property located at 1422 Mission St. _____ I have reviewed the above application and authorize operator of Cosmetic Medicine Center at said address to perform the facade improvements described above as part of the Main Street Gardnerville Façade Grant Program.

Signature of property owner or authorized representative: [signature]

Date: 6/2/25

WHIPPLE ELECTRIC INC.
P.O.BOX 1240
GARDNERVILLE,NV 89410
Phone 775-782-5542
Fax 775-392-2244

Proposal

P-1020
~~INVOICE #~~ [100]
DATE: 5/27/25

TO: Jenna Peck
1422 Mission
G'ville NV 89410

FOR:
P.O. #

DESCRIPTION	HOURS	RATE	AMOUNT
INSTALL 5 Gooseneck LIGHT FIXTURES, PROVIDED by others, W/CIRCUITRY			$3190.00
PROVIDE & INSTALL 2 SECURITY FIXTURES W/CIRCUITRY			$ 710.00
Check Sign Circuit & Connect to Control			$ 300.00
EXCLUDES: Permits, fees Cut, Patch & Paint			
		TOTAL	$4200.00

Make all checks payable to WHIPPLE ELECTRIC INC.
Total due upon receipt.. Overdue accounts subject to a service charge of 1 .5% per month.

THANK YOU FOR YOUR BUSINESS!

4:09
◂ Mail

Enjoy Free Shipping on your order of $500 or more | Service Hours: 7 AM - 6 PM Central Time, Monday - Friday

French Market

Key Largo Copper Gooseneck Lantern

Lanterns
- 4 Above street facing windows
- 1 To the Right of back door





- 1 + $466.00 ADD TO CART

- 15% trade discount

frenchmarketlanterns.com

396.10 per unit
$1980.50
x 5 = + shipping

LEO'S AWNINGS & Interiors LLC

We make the world a cooler place

ESTIMATE	#3014
ESTIMATE DATE	Apr 29, 2025
EXPIRATION DATE	May 29, 2025
TOTAL	$3,105.90

Jenna Peck
1422 Mission St
Gardnerville, NV 89410

(775) 781-0975
jennalaketahoe@yahoo.com

CONTACT US

150 E. Grove St.
Reno, NV 89502

(775) 825-9595
office@leosawnings.com

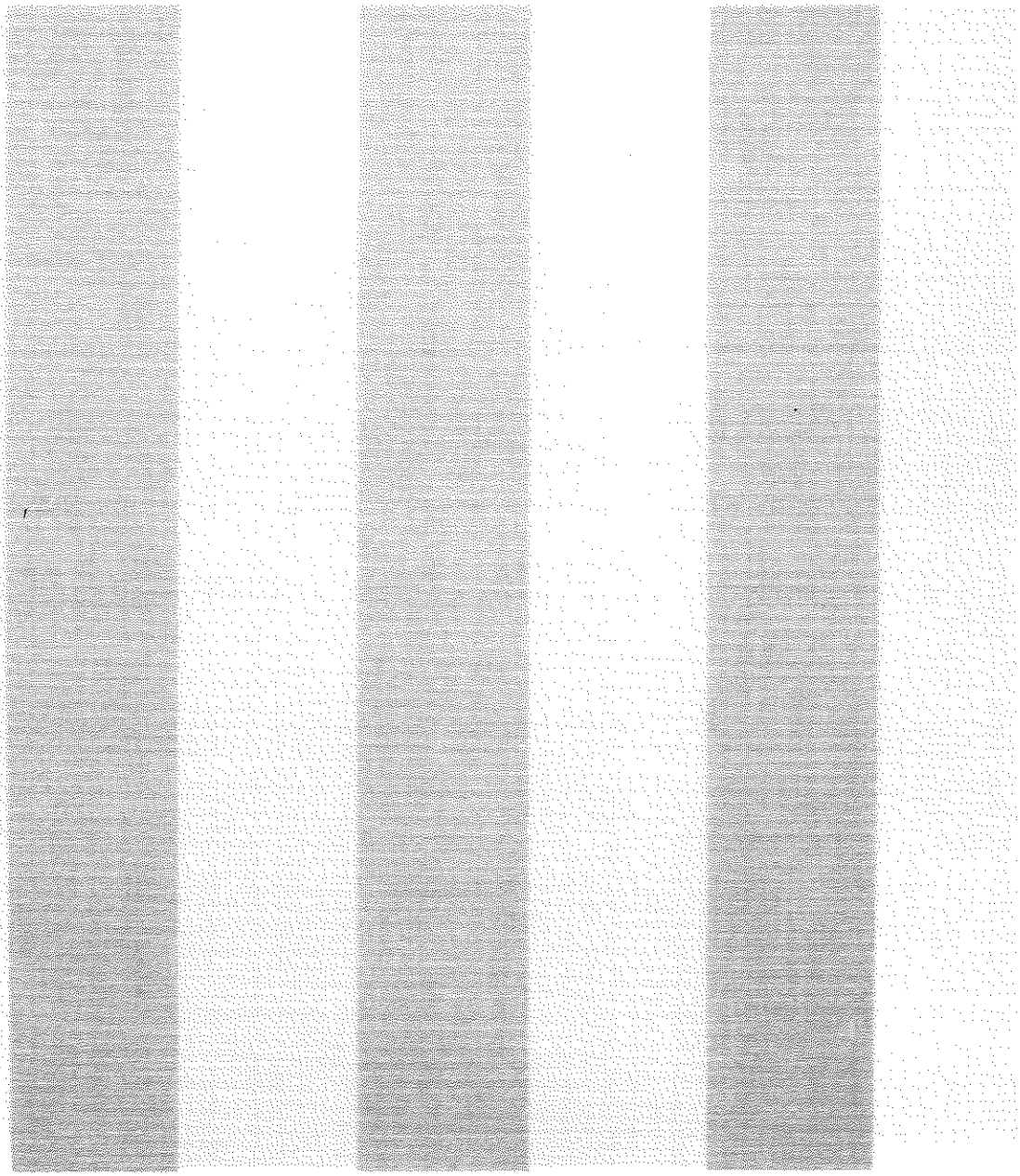
ESTIMATE

Services	qty	unit price	amount
Recover two 14' X 3' X 3' convex awnings using Sunbrella color Paxton Dew (4712)	2.0	$1,450.00	$2,900.00

Services subtotal: $2,900.00

Subtotal	$2,900.00
Tax (Douglas 7.1%)	$205.90
Total	**$3,105.90**

Fabric
Front and Back Awnings



ESTIMATE

Alpine Signs Inc
1902 Idaho Street
Carson City, NV 89701

alpinesignsnv@gmail.com
+1 (775) 883-9259

Bill to
Cosmetic Medicine Center

Estimate details
Estimate no.: 1262
Estimate date: 05/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Material**	New lexan sign panel with translucent vinyl 2'x7'	1	$308.00	$308.00
2.	**Service**	Remove existing sign face and install new	1	$210.00	$210.00
3.	**Install**	Install 4'x4' 6mm aluminum panel - shapecut (install 2 signs gorund level)	1	$150.00	$150.00
4.	**Material**	4'x4' 6mm aluminum panel - shapecut with laminated print	1	$320.00	$320.00
5.	**Service**	LED retro fit existing sign cabinet	1	$670.00	$670.00
6.	**Material**	New sign panel for existing monument sign 3'X4'	2	$250.00	$500.00
7.	**Service**	Remove lettering from current location - patch holes - no painting	1.5	$210.00	$315.00
8.	**Service**	Install door graphics - logo phone number and hours	2	$160.00	$320.00

Subtotal	$2,793.00
Sales tax	$80.09
Total	**$2,873.09**

Accepted date 05/17/2025 **Accepted by**

ALPINE SIGNS

1902 Idaho St.
Carson City NV, 89701
(775) 883-9259



See More


Before Front
new copper lanterns
lighted sign
Replace awning
CARSON VALLEY
FOOT CARE
new sign


CARSON VALLEY
FOOT CARE


1422

Before –
Back of Building
Gooseneck lantern
New security light
Replace awning

Cosmetic Medicine Center
1422 Mission St, Gardnerville, NV
Total Project **$6,200.00**
Requesting **$6,200.00**

- New Lighting

Recommended Project Funding
$3,100.00

FAÇADE GRANT EVALUATION

Score reflects average of all scores.

Is the applicant a current Main Street Gardnerville Business Sponsor? (1-2 yrs. 5 pts; 2+ yrs. 10 points)**10 pts**
- **Partner since 2020**

Is the application complete? (5 points) **4.25 pts**
- **The application is complete, but requesting more than 50% of funds.**

Does the project enhance our Main Street Gardnerville district? (10 points) **10 pts**
- **Attractive light fixtures picked.**
- **Creates better curb appeal for the building & Main Street.**

Is it a historic preservation effort? (5 points)_ **0 pts**
- **The property is not historic.**

Does it meet Town/County design guidelines or does it require further research? (5 points) **5pts**

Longevity… i.e. building improvements versus signage, etc. (15 points) **13 pts**
- **Lighting has a long life.**
- **Improves the outside of the building.**

Does it fit within our budget? (5 points) **5 pts**

Does it enhance curb appeal? (10 points) **10 pts**
- **Lighting is a Main Street Guideline**
- **Lighting will be a great improvement.**

Total points possible: 65 points **57.25 Average**

*In the event the applicant cannot proceed with the project once selected, the money awarded will go back into the designated FIP funds to be used in a future grant cycle.

CR 1011
3/3/26

753

Main Street Gardnerville
Request for Reimbursement for Façade Grant

Date of Application: 2/11/2026

Business Name: Cosmetic Medicine Center

Business Address: 1422 Mission St. - Gardnerville

Applicant Primary Point of Contact Name: Jenna Peck

Applicant Primary Point of Contact Email: jennalaketahoe@yahoo.com

Applicant Primary Point of Contact Phone: 775-781-0975

Start Date: 7/21/25 Date of completion: 2/2/26

Project Budget

Total Expenditures: #5053.20 (only 4 lights installed instead of 5)

Approved Reimbursement (*or 50% of total project expenditures if the total project expenditures is lesser than the original approved project request*): Approved $6200 ($3100)
new amount = $2526.60

Reinvestment Statistics (*Did you pay more expenditures and out of pocket costs than expected, if so how much?*: n/a

Please attach receipt for project AND proof of payment that utilize the Main Street Gardnerville Façade Grant dollars. Proof of payment includes: copy of cleared check from financial institution or credit card statement showing project balance paid in full.

Final Checklist (*Please submit all items for final distribution of reimbursement funds*)

- Before and after photos of the building and project (*required*) JP
- Invoice for service performed (*required*) JP
- Proof of cleared final payment for services performed. (*required*) _____
- I understand this project will be used for future promotion and testimonials of the Main Street Gardnerville Façade grant program. JP

Façade Improvement Grant Program

Please give a brief description of the impact this project will have or has had on your business.
This project has allowed me to complete improvements that financially would have taken me years to complete as a small business, if I could have afforded the improvements at all!

Overall, do you feel your project results compare favorably with your project goals? Please explain:
Yes I do - I had a vision for creating an aesthetically pleasing building that matched the historic feel of downtown Gardnerville, and it exceeded my expectations!

Do you have any recommendations for future cycles of the Main Street Gardnerville Façade Grant Program?
I'm sure it has to be done this way but it is very difficult as a small business to come up with the money for the project on the front end.

Do you authorize Main Street Gardnerville to use this testimonial in future promotions of the Façade Grant Program? Yes

Applicant Signature: [signature] Date: 2/11/2016

WHIPPLE ELECTRIC
P.O.BOX 1240
GARDNERVILLE,NV 89410
Phone 775-782-5542
Fax 775-392-2244

INVOICE

3194
INVOICE #
DATE: 2/4/26

TO: Jenna Peck
1422 Mission
G'ville

FOR:
P.O. #

DESCRIPTION	HOURS	RATE	AMOUNT
Install 4 Gooseneck Light Fixtures As per Quote @ $638 ea			2552 00
Provide & Install 2 Security Fixtures w/ Circuitry			710 00
Check Sign Circuit & Connect to Control			300 00
			$3562 00
		TOTAL	$3562

Make all checks payable to WHIPPLE ELECTRIC INC.
Total due upon receipt.. Overdue accounts subject to a service charge of 1 .5% per month.

Paid
2/4/26
Check #
3040

THANK YOU FOR YOUR BUSINESS!

Heritage Bank of Nevada

Account: NEW CHECKING
Date: 2/11/2026

[redacted]

[redacted] STATE BANK

PECK COSMETIC MEDICINE CENTER
1492 US HWY 395 N #105
GARDNERVILLE, NV 89410

2040
94-181/1212

2/4/26

Pay to the Order of Whipple Electric, Inc. $ 3562.00

Three thousand five hundred & 62/100

Heritage Bank of Nevada

Invoice #3196

For 1422 Mission St. Jenna Peck

[redacted]

Fw: Order #1000047138 was received!

From: Jenna Morey (jennalaketahoe@yahoo.com)
To: jennalaketahoe@yahoo.com
Date: Friday, February 6, 2026 at 10:01 AM PST

Order Status Help Center

Purchase confirmation

Thanks for your purchase. We'll send tracking info when your order ships.

Order details

Order Summary



Key Largo Copper Gooseneck Lantern
Quantity : 5
Base: Base, Qty: 1, Price: 466.
Size options: 14", Qty: 1, Price: 0,
Finish options: Antique Copper (standard), Qty: 1, Price: 0

$466.00

Subtotal	$2,330.00
Shipping	$0.00
Tax	$0.00
Discount	-$466.00
Total Due	**$1,864.00**

372.80 per unit

4 units = 1491.20

Jenna Peck, MSN, APRN, WHNP-BC

Cosmetic Medicine Center
1422 Mission Street
Gardnerville, NV 89410
775-392-2802 Office
775-781-0975 Cell
http://www.cosmeticmedicinecenter.com

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	$ Amount
05/30	Payment Thank You - Web	-10,779.10
05/15	ALLERGAN 800-811-4148 CA	3,153.47
05/15	ALLERGAN 800-811-4148 CA	3,280.00
05/24	WWW COSTCO COM 800-955-2292 WA	5,423.41
06/02	COSTCO WHSE #0127 CARSON CITY NV	702.13
06/04	ALLERGAN 800-811-4148 CA	1,968.00
06/04	MCKESSON SPECIALTY CARE 800-482-6700 TX	2,864.50
06/04	MCKESSON SPECIALTY CARE 800-482-6700 TX	1,993.32
06/05	FRENCHMARKETLANTERNS FRENCHMARKETL TX	1,864.00

JENNA PECK
TRANSACTIONS THIS CYCLE (CARD 3580) $10559.73
INCLUDING PAYMENTS RECEIVED

2025 Totals Year-to-Date

Total fees charged in 2025	$695.00
Total interest charged in 2025	$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	23.99%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	29.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfers	23.99%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS

Your account is a business account. It is to be used only for business transactions. It is not intended for personal, family or household purposes.

1407 US Highway 395 North Gardnerville, Nevada 89410
T. 775.782.8027 | C. 775.691.6357
www.mainstreetgardnerville.org
info@mainstreetgardnerville.org

Cosmetic Medicine Center
1422 Mission Street
Gardnerville, NV 89410

July 21, 2025

Dear Jenna,

Congratulations! We are pleased to inform you that you have been awarded the Main Street Gardnerville 2025 Façade Grant in the amount of:

- **$3,100** (Three Thousand One Hundred Dollars) for Exterior Lighting

Our offer of this grant is subject to your agreement to:

- Use the grant funds only as specified in the approved grant proposal.
- Maintain your records to show and account for the uses of grant funds.
- Provide written acknowledgment and receipt of cleared payment of the final invoice of the approved project for final reimbursement.
- Cooperate with any efforts of Main Street Gardnerville and Douglas County Economic Vitality to publicize the grant program.
- Complete your project by July 21, 2026, to be eligible for reimbursement.
- Provide before and after photos reflecting the accepted project.
- Provide a testimonial as to how this project will impact your business.

This grant was made possible in partnership with Douglas County to encourage reinvestment within the downtown district.

Signed,

_____
Business Owner/Representative

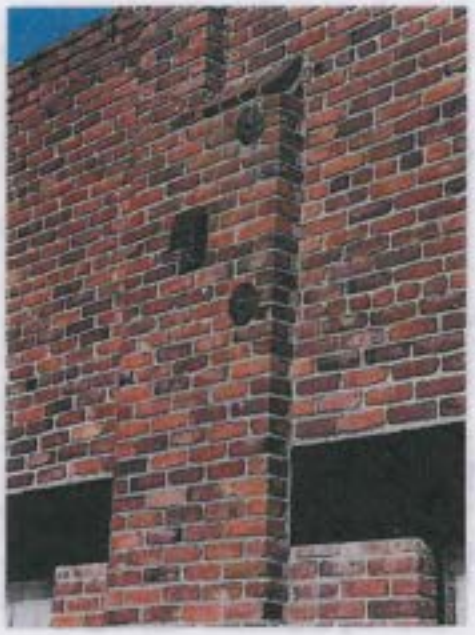
Date:_____

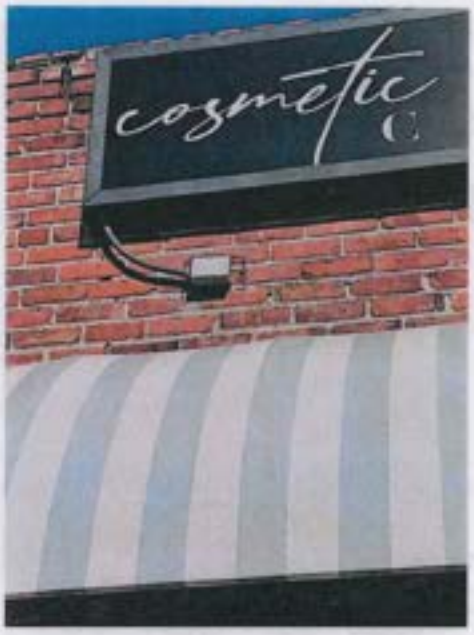
_____
Main Street Gardnerville Representative

Date: 07/21/2025


FOOT CARE






cosmetic



1891

Main Street Gardnerville

03/03/2026

Cosmetic Medicine Center

Date	Type	Reference	Original Amount	Balance Due	Payment
02/11/2026	Bill		2,526.60	2,526.60	2,526.60

Check Amount 2,526.60

US Bank (9228)

PRODUCT 98LT104 USE WITH 91983 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3760 BMG S Y ST01

106481802618741 EB

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement

Account Number [redacted]

Statement Period:
Mar 2, 2026
through
Mar 31, 2026

To Contact U.S. Bank

24-Hour Business Solutions: 800-673-3555

U.S. Bank accepts Relay Calls

Internet: usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

INFORMATION YOU SHOULD KNOW

Effective May 11, 2026, please review updates made to the *Your Deposit Account Agreement* document which may affect your rights.

Here's what you should know:

- Revising the **Applicable Law** section to explain that the governing state law depends on how and where the account was opened.

Beginning April 6, 2026, you will have the opportunity to review the full revised document. You can access it online at **usbank.com/YDAA-upcoming-version**. If you have questions, please call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. You can also schedule an appointment at **usbank.com/book** to speak with a banker in person, by phone or virtually.

NON PROFIT CHECKING

Member FDIC

U.S. Bank National Association

Account Number [redacted]

Account Summary

	# Items		
Beginning Balance on Mar 2		$	[redacted]
Customer Deposits	1		
Other Deposits	13		
Card Deposits	1		
Card Withdrawals	15		
Other Withdrawals	15		
Checks Paid	7		5,468.35-
Ending Balance on Mar 31, 2026		**$**	[redacted]

Interest Paid this Year	$	[redacted]
Number of Days in Statement Period		

Customer Deposits

Number	*Date*	*Ref Number*	*Amount*
	[redacted]	[redacted]	[redacted]

Total Customer Deposits $ [redacted]

BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate.** Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

U.S. Bank NA, Member FDIC

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statemen
Account Number:
[redacted]
Statement Period:
Mar 2, 2026
through
Mar 31, 2026

NON PROFIT CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [redacted]

Other Deposits

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Total Other Deposits $ [redacted]

Card Deposits

Card Number: xxxx-xxxx-xxxx-4693

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Card xxxx-xxxx-xxxx-4693 Deposit Subtotal $ [redacted]

Total Card Deposits $ [redacted]

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-4693

Date	Description of Transaction	Ref Number	Amount
[redacted]			

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statemen
Account Numbe
[redacted]
Statement Period:
Mar 2, 2026
through
Mar 31, 2026

NON PROFIT CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [redacted]

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-4693

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Card 4693 Withdrawals Subtotal $ [redacted]

Total Card Withdrawals $ [redacted]

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
[redacted]			

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statemen
Account Number:
[redacted]
Statement Period:
Mar 2, 2026
through
Mar 31, 2026

NON PROFIT CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [redacted]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
[redacted]			

Total Other Withdrawals $ [redacted]

Checks Presented Conventionally

Check	Date	Ref Number	Amount
[redacted]			
1891	Mar 4	8653771091	2,526.60
[redacted]			

* Gap in check sequence

Conventional Checks Paid (7) $ 5,468.35-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
[redacted]					

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2026

Account Number: [redacted] $ [redacted]

Analysis Service Charge assessed to [redacted] $ [redacted]

Service Activity Detail for Account Number [redacted]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	[redacted]		No Charge
Manual Stop Payment-24 Months		[redacted]	[redacted]
Subtotal: Depository Services			[redacted]
Branch Coin/Currency Services			
Cash Deposited-per $100	[redacted]		No Charge
Subtotal: Branch Coin/Currency Services			0.00
Fee Based Service Charges for Account Number [redacted]			$ [redacted]

MAIN STREET GARDNERVILLE
COUNCIL
1420 US HIGHWAY 395 N STE C
GARDNERVILLE NV 89410-5288

Business Statement
Account Number:
[redacted]
Statement Period:
Mar 2, 2026
through
Mar 31, 2026

IMAGES FOR YOUR NON PROFIT CHECKING ACCOUNT

Member FDIC

Account Number [redacted]

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

[redacted]

* Gap in check sequence

MAIN STREET GARDNERVILLE

FAÇADE IMPROVEMENT

GRANT PROGRAM

•EXPERIENCE THE PAST • ENRICH THE PRESENT • EMBRACE THE FUTURE•

CERTIFICATE

OF COMPLETION

This certificate is present to

Cosmetic Medicine

This certificate is awarded for the completion of their Façade Improvement Grant Project.

Awarded February 12, 2026

Main Street Gardnerville

1407 US Highway 395 North Gardnerville, Nevada 89410
T. 775.782.8027 | C. 775.691.6357
www.mainstreetgardnerville.org
info@mainstreetgardnerville.org

Cosmetic Medicine Center
1422 Mission Street
Gardnerville, NV 89410

July 21, 2025

Dear Jenna,

Congratulations! We are pleased to inform you that you have been awarded the Main Street Gardnerville 2025 Façade Grant in the amount of:

- **$3,100** (Three Thousand One Hundred Dollars) for Exterior Lighting

Our offer of this grant is subject to your agreement to:

- Use the grant funds only as specified in the approved grant proposal.
- Maintain your records to show and account for the uses of grant funds.
- Provide written acknowledgment and receipt of cleared payment of the final invoice of the approved project for final reimbursement.
- Cooperate with any efforts of Main Street Gardnerville and Douglas County Economic Vitality to publicize the grant program.
- Complete your project by July 21, 2026, to be eligible for reimbursement.
- Provide before and after photos reflecting the accepted project.
- Provide a testimonial as to how this project will impact your business.

This grant was made possible in partnership with Douglas County to encourage reinvestment within the downtown district.

Signed,

Jenna Peede

Business Owner/Representative
Date: 7/23/25

Main Street Gardnerville Representative
Date: 07/21/2025

AGENDA ITEM NO. 12.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For presentation only. Presentation on the 2027 Federal Housing and Urban Development Community Development Block Grant (CDBG) program to include a summary of potential projects and outreach to the community for the 2027 grant cycle. (Linda Doherty, Assistant Planner)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
If a grant is funded it will allow the County to pursue new projects without using County funds. Projects may also create jobs, increase the tax base, and/or serve low-to-moderate income persons or other disadvantaged groups.

BACKGROUND:
The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Through the CDBG program, the Federal Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to 1,209 general units of local governments and states.

The CDBG "entitlement" program allocates annual grants directly to larger cities (50,000+) and urban counties (200,000+). Smaller cities and counties are referred to as "non-entitlement" cities and counties and must seek funding through the State of Nevada. The State of Nevada is the recipient of funds for these non-entitlement areas, and it allocates funding to projects through grants. Grants are available on a competitive basis and are awarded based on priorities and criteria developed by the State. Eligible projects must involve public facilities and services, planning, and/or economic development. The State's priority is to fund infrastructure projects.

For the 2027 grant cycle, HUD expects to allocate approximately $2.8 million to the State-administered

CDBG program.

As a non-entitlement county, Douglas County is eligible to apply for CDBG funding through the State-administered program. The County may submit two applications for the general competitive pool of funding and may also sponsor two additional applications. Project eligibility applications are due in mid-October. In December, the Board will review and rank the projects. Complete applications will then be submitted mid-February, with funding recommendations generally made before the end of March/April. Grant awards are effective July 1, after which time the projects may begin.

ATTACHMENTS:
CDBG 2027 cycle BOCC.pdf
BOCC report for presentation re 2027 cycle-meeting 9-17-26.doc
2026 CDBG Application Workshop.pdf
Method of Distribution 2027 Program Year.pdf
CDBG Application checklist2027.pdf

Douglas County Board of Commissioners September 17, 2026

Federal Housing & Urban Development Community Development Block Grant Program

2027 CDBG Funding Cycle

WHAT IS CDBG?

CDBG is the: Community Development Block Grant Program

Authorization: Title 1 of HCDA of 1974; 1981 amendment for non-entitlement

Administered nationally by: U.S. Department of Housing and Urban Development (HUD)

In Nevada by the: Governor's Office of Economic Development (GOED)

ENTITLEMENT or NON-ENTITLEMENT

The Non-Entitlement refers to the **State and Small Cities Program**, which is managed by the state for the benefit of non-entitlement or rural areas.

Entitlement	Non-entitlement
Cities over 50,000 in population.	**Cities with fewer than 50,000 people;**
Typically the larger urban centers.	**Counties with fewer than 200,000.**
Receive funds directly from HUD.	**Units of local government that do not receive CDBG funds directly from HUD.**

2025-2029 CONSOLIDATED PLAN: CDBG

- Non-Housing Community Development Needs
- *Infrastructure*

The State will fund public facility and infrastructure improvements including:

- Acquisition, construction, installation, rehabilitation, or improvement of facilities to support safe, sustainable, resilient communities.

    a. Water/Sewer/Storm Systems

    b. Park, recreation, youth, senior facilities

    c. Streets and sidewalk improvements

    d. Health and safety facilities

    e. Increase access to broadband infrastructure



TYPES OF PROJECTS

- Water, wastewater & storm drain design and construction
- Streets, roads and sidewalks
- Job creation/job training
- Community centers
- Handicapped access
- Planning
- Industrial park design and construction
- Airport improvements
- Other economic development activities

HUD: CDBG NATIONAL OBJECTIVES

- The HCD Act requires that CDBG-funded activities **meet one of the following three national objectives:**

	National Objectives
#1	Benefit **51%** or more **LMI persons**
#2	Aid in the prevention or elimination of **slum or blight**
#3	Address a **recent urgent** community development **need**

AREA BENEFIT (LMI-A)

Activity benefits available to all residents in a particular area [see 24 CFR 570.483(b)(1)]:

- Must be the entire area served by activity;
- At least 51% of area residents must be LMI;
- Area served must be primarily residential.

LMI documentation for 51% or greater by:

- HUD provided data---Census data/LMI levels, or
- Income survey data (HUD Notice CPD-05-06)Local applicant defines service area and state provides approval.

JOB CREATION/RETENTION (LMI-J)

- Create jobs - at least 51% of jobs must employ LMI persons, computed on full-time equivalent basis (24 CFR 570.483(b)(4).

- Retain jobs - document jobs lost without CDBG assistance, at least 51% of which must be LMI based on who they are held by **or** reasonable turnover of jobs over two (2) years.

- Available to LMI persons - business provides training for unskilled and first consideration for LMI persons.

Job Creation/Retention (LMI-J)

General rule: each assisted for-profit business considered a separate activity except for:

- providing technical assistance to businesses; or
- public facilities or improvements that benefit more than one business [For some exceptions, see CFR 570.483(b)(4)] In these and other cases, must aggregate all jobs created or retained by benefiting businesses.

In these and other cases, must compile date for all jobs created or retained by benefitting businesses.

HOUSING (LMI-H)

- Providing or improving permanent residential structures, completed and occupied by LMI households [24 CFR 570.483(b)(3)]:

- Only LMI test that must be met by *households*.
- Units must meet requirements:
  - single family structures to be occupied by LMI;
  - two or more units at least 51% units occupied by LMI households;
  - rental housing must be occupied by LMI households at affordable rents.

PREVENTION OR ELIMINATION OF SLUM & BLIGHT

Activities must meet one of two determinations:

- **Area Basis-**---clearly eliminating objectively determinable signs of slums or blight in a defined area. 24 CFR 570.483(c)(1)
- **Spot Basis-**---strictly limited to eliminating specific instances of blight outside such an area. 24 CFR 570.483(c)(2)

SLUM & BLIGHT- Area Basis Criteria

- Area must be officially delineated by the local government and must meet a definition of slum, blighted, deteriorated or deteriorating area under state or local law.

AND

- Area meets the following HUD provisions:
  - At least 25% of properties in area experience one or more of the following:
    - Physical deterioration of building or improvements;
    - Abandonment of properties;
    - Chronic high turnover or vacancy rates in commercial or industrial buildings;
    - Significant declines in property values or abnormally low property values;
    - Known or suspected environmental contamination.

OR

- Area public improvements (all public infrastructure) are deteriorated.

SLUM & BLIGHT – Area Basis Criteria

- Documentation:
  - Define the boundaries of the delineated area;
  - Identify all building and public improvement conditions demonstrating blight;
  - Describe activity addressing the condition that led to blight in area;
  - Review and issue redetermination every 10 years that area is qualified.

- Activities designed to address slum and blight on an area basis – examples:
  - acquisition and clearance of blighted property;
  - renovation and reuse of abandoned historic buildings;
  - commercial revitalization through façade improvements;
  - removal of environmental contamination on property for a specific redevelopment use;
  - rehabilitation of residential buildings to correct substandard conditions stated by local codes.

URGENT NEED (UN) CRITERIA

- Need must pose a serious and immediate threat to community health and welfare;
- The need must be of recent origin or recently urgent (within past 18 months);
- Community must be unable to finance activity on its own;
- Other funding sources must not be available to carry out the activity.

NOTE: Must contact CDBG office prior to submitting.

ACTIVITY FUNDABILITY

For a project to be fundable, it must pass three tests:

- Must meet a National Objective
- Must have an Eligible Activity **and**
- GOED priority Economic Development with the emphasis on infrastructure

Refer to: Guide to National Objectives and Eligible Activities for State CDBG Program

WHAT IS FUNDABILITY?

Combining Eligible Activities with National Objectives

- Fundability refers to key thresholds that determine if a project qualifies for CDBG funding.
- The state review process for all local government CDBG funding applications must include a fundability determination prior to award.
- All **activities** must be **eligible** for funding.
- All **eligible activities** must meet a **national objective.**

CDBG APPLICATIONS: 2027 GRANT CYCLE

- For 2026, 17 proposed projects were submitted by 8 cities/counties by the Eligibility due date. Requests totalled $6,652,536
- 10 of the 17 potential projects were approved for the Application phase.
- The total request for CDBG funding on the 10 projects was $4,319,270.
- The estimated allocation for 2027 is $2.8 million (same as the 2026 cycle)
- Deadlines: September 30 (Job Matrix), October 16 (Project Eligibility)
- Application workshop attached for more program detail including scoring and tips for grant writing.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

Date: September 17, 2026

To: Douglas County Board of Commissioners

From: Linda Doherty, Assistant Planner - Direct Line (775) 782-6209

Subject: 2027 Community Development Block Grant Funding Cycle

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I. TITLE

Community Development Staff presentation and discussion on the 2027 Federal Housing and Urban Development Community Development Block Grant (CDBG) program. Summary of potential projects and outreach to the community for the 2027 grant cycle.

II. PRESENTATION

Community Development staff to present CDBG applications received and discuss grant application ideas and timelines for funding of the 2027 CDBG cycle.

III. BACKGROUND

As a Non-entitlement County, Douglas County is eligible to apply for CDBG funding through the State administered program; eligible projects or programs must meet threshold criteria set forth by the Federal Department of Housing and Urban Development (HUD). For the 2027 grant cycle, (HUD) expects to allocate approximately $2.8 million to the non-entitled counties and cities in Nevada for grants toward public facilities and services, planning, and economic development. This year the State's priority is infrastructure. Grants are available on a competitive basis to Nevada's non-entitlement rural cities and counties.

IV. DISCUSSION

Grant applications must meet at least one of HUD's national objectives. The three objectives are

(1) Benefit low to moderate income households,
(2) aid in the elimination of slums and blight, or

(3) meet a community development need that has a particular urgency.

Projects must benefit low- to moderate income residents or be identified as serving a Limited Clientele. Limited Clientele includes: seniors (age 65 and over), abused children, illiterate persons, battered spouses, handicapped persons, migrant farm workers, and the homeless. Projects submitted must be project-ready, collaborative in nature, and demonstrate community support. All projects must identify performance measures that reflect the project's effectiveness, increased service quality and customer satisfaction, and improved public accountability.

2027 Grant Cycle

To better align the CDBG Program with the State of Nevada's plan for economic development the grant will need to focus on statewide job creation, rural economic development, and overall business attraction. The Governor's Office of Economic Development intends to:

- Use more CDBG dollars for improving infrastructure that can benefit economic development;
- Better align the CDBG program with the plans and activities of the rural Regional Development Authorities (RDAs); and
- Approve larger grants, thus fewer, with an emphasis on maximizing community impact.

Number of Applications and the 2027 Application Review Process

Local government may submit two applications for the general competitive pool of funding and two sponsored applications may be submitted. In past years, applications in excess of $150,000 were given priority, however that is no longer the case. Even though the State's priority is infrastructure, they will review all applications for eligibility.

Timeline

- July 31, 2026 Informational Meeting and Application Process for the 2027 CDBG Grant Cycle
  - Program and application assistance to the public at the Minden Inn Room 306, 11:00 a.m.
- September 17, 2026 Board of County Commissioner Meeting
  - Informational presentation
- September 30, 2026 Job Matrix spreadsheet due to the State via County staff
- October 16, 2026 4:00pm
  - Project eligibility applications deadline on ZoomGrants for the 2027 CDBG Grant Cycle
  - Eligibility will be confirmed or denied between October 19-23, 2026
- December 17, 2026 Board of Commissioners Meeting
  - Presentation of applications deemed eligible to proceed for the 2027 CDBG Grant Cycle
  - Public comment and input on the 2027 cycle applications
  - Board ranks the 2027 cycle applications

- Public comment on CDBG program; suggestions and comments from the public on past, current and future projects
- Commissioners comments

- February 5, 2027 CDBG grants final deadline in Zoomgrants for Community Development staff review for completeness
- February 19, 2027 - Complete application deadline by 4:00 PM to CDBG Office by Community Development staff
- Late March 2027 – Tentative Advisory Committee Meeting – recommendations for funding
- Late March/Early April 2027 – Applicants notified about recommended allocations
- Late May/or by first week in June 2027 – Award agreements processed
- July 1, 2027– CDBG grant year starts and projects may begin



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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Nevada CDBG Application Workshop

Program Year

Grant Agreement Begins July 1, 2027



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WHAT IS CDBG?

CDBG is the:	Community Development Block Grant Program
Authorization:	Title 1 of HCDA of 1974; 1981 amendment for non-entitlement
Administered nationally by:	U.S. Department of Housing and Urban Development (HUD)
In Nevada by the:	Governor's Office of Economic Development (GOED)

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STATE CDBG PROGRAMS

States are given wide latitude in the design and implementation of their programs.

Maximum Feasible Deference:

"Secretary will give maximum feasible deference to the state's interpretation of the statutory requirements and the requirements of the regulation. . ." [24 CFR Part 570.480(c)]

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2025-2029 CONSOLIDATED PLAN: CDBG

Non-Housing Community Development Needs

Infrastructure

The State will fund public facility and infrastructure improvements including: Acquisition, construction, installation, rehabilitation, or improvement of facilities to support safe, sustainable, resilient communities.

a. Water/Sewer/Storm Systems
b. Park, recreation, youth, senior facilities
c. Streets and sidewalk improvements
d. Health and safety facilities
e. Increase access to broadband infrastructure

2025-2029 CONSOLIDATED PLAN: CDBG

Non-Housing Community Development Needs

Economic Development

Develop opportunities to improve the economic environment by creating or retaining business and employment opportunities for low income and diverse Nevadans

- Create and retain jobs
- Create and expand businesses

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2025-2029 CONSOLIDATED PLAN: CDBG

Non-Housing Community Development Needs

Community Planning and Capacity Building

Encourage local and regional planning activity to facilitate understanding of current housing, community development, and resiliency needs and develop a plan for their sustainable future.

- Provide training and technical assistance to communities to build their capacity to address housing and community development need.
- Assist communities to identify achievable goals to further community needs.
- Align community goals with funding opportunities to meet those goals.

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ELIGIBLE APPLICANTS

CDBG ELIGIBLE ENTITIES CDBG Non-entitlement [2016-2020 ACS]				
COUNTIES	LMI %	COUNTY SEAT	CITIES	LMI %
Churchill	42.68%	Fallon	Caliente	48.90%
Douglas	32.30%	Minden	Carlin	39.71%
Elko	37.60%	Elko	Elko	39.30%
Esmeralda	56.60%	Goldfield	Ely	42.90%
Eureka	42.51%	Eureka	Fallon	51.40%
Humboldt	41.46%	Winnemucca	Fernley	32.90%
Lander	43.43%	Battle Mountain	Lovelock	58.00%
Lincoln	42.67%	Pioche	Wells	73.40%
Lyon	39.51%	Yerington	West Wendover	56.70%
Mineral	60.82%	Hawthorne	Winnemucca	35.90%
Nye	53.54%	Tonopah	Yerington	71.80%
Pershing	36.07%	Lovelock		
Storey	35.22%	Virginia City		
Washoe	41.28%	Reno*		
White Pine	39.58%	Ely		

[HUD GIS Map]

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SUB-RECIPIENTS

Cities/Counties can sponsor:

- Non- Profits
- For-Profit Businesses
- Housing Authorities

The grant agreement is between the City or County and the State of Nevada.

The City or County must have a sub-recipient agreement in place, if awarded, defining the responsibilities of the City/County and the sub-recipient. A copy of the sub-recipient agreement must be email to CDBG staff.

STATE RESPONSIBILITIES

- Designing program
- Setting funding requirements based on Method of Distribution (MOD)
- Selecting recipients of funds allocated
- Establishing financial management, recordkeeping, reporting, monitoring and closeout procedures
- Ensuring compliance by Unit of General Local Government (UGLG)

UGLG RESPONSIBILITIES

- Deciding what type of activities for which to apply
- Citizen participation (three public meetings)
- Carrying out activities state agreed to fund
- Complying with Federal and State program requirements

HUD OUTCOME STATEMENTS

HUD PROGRAM OUTCOME STATEMENTS

Develop Viable Communities by Meeting Objectives of:
expanding economic opportunities;
providing suitable living environment;
providing decent housing.

EXPANDING ECONOMIC OPPORTUNITIES





Successful economic growth generates new employment opportunities, raises incomes and tax revenue, and draws new residents to a community, thereby supporting overall community development.

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PROVIDING SUITABLE LIVING ENVIRONMENTS

Effective community development creates an environment that attracts both businesses and residents, thereby supporting successful economic growth..



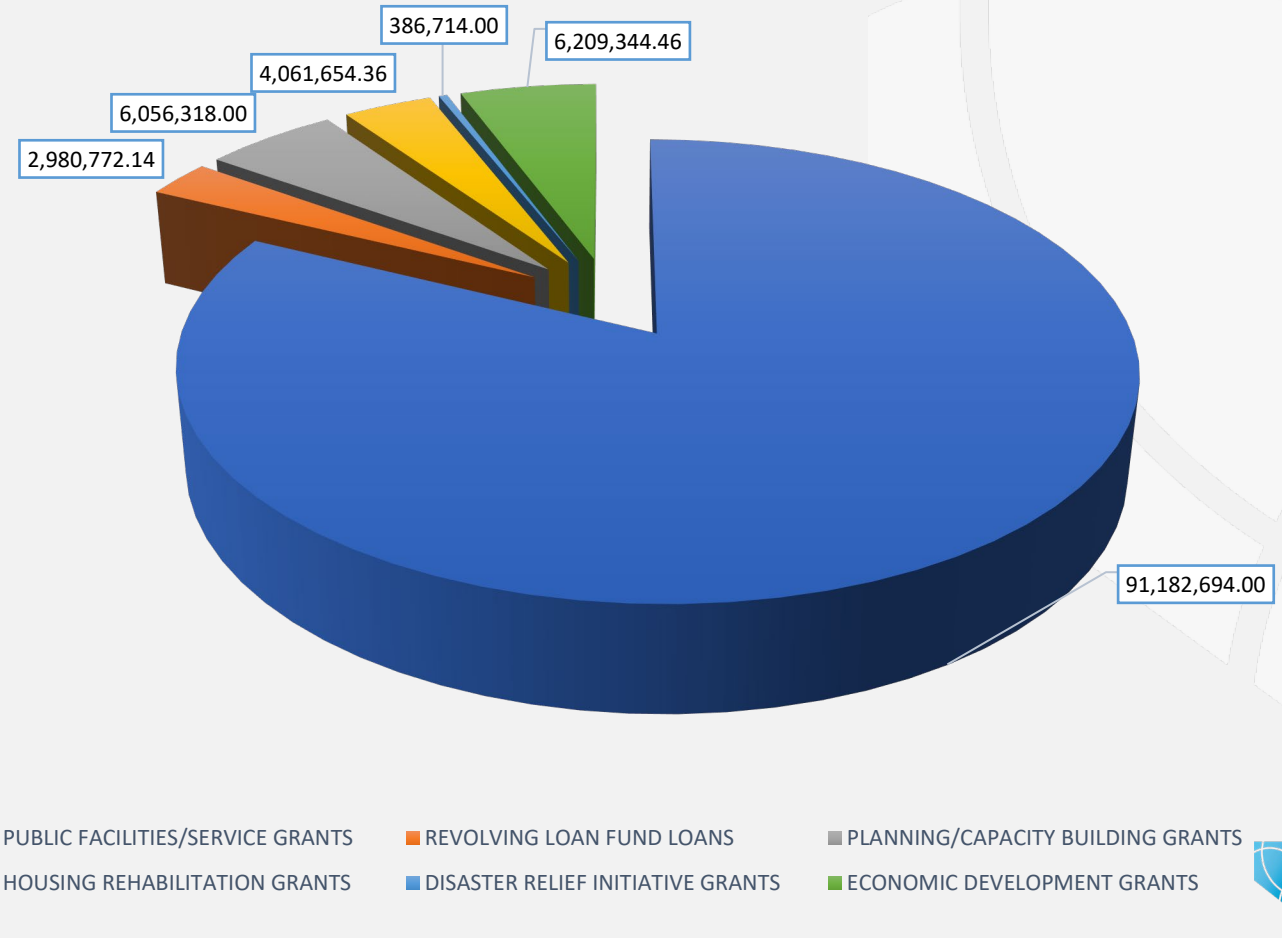
PROVIDING DECENT HOUSING

Economic and community development are deeply interconnected, particularly in rural areas.



CDBG INVESTMENTS 1982-2025 =

$110,877,497



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DEFINE THE NEED

- Infrastructure development;
- Jobs and economic development;
- Community development;
- Education and workforce development;
- Quality of life, culture and recreation issues.

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TYPES OF PROJECTS

- Water, wastewater & storm drain design and construction
- Streets, roads and sidewalks
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- Airport improvements
- Other economic development activities

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HUD: CDBG NATIONAL OBJECTIVES

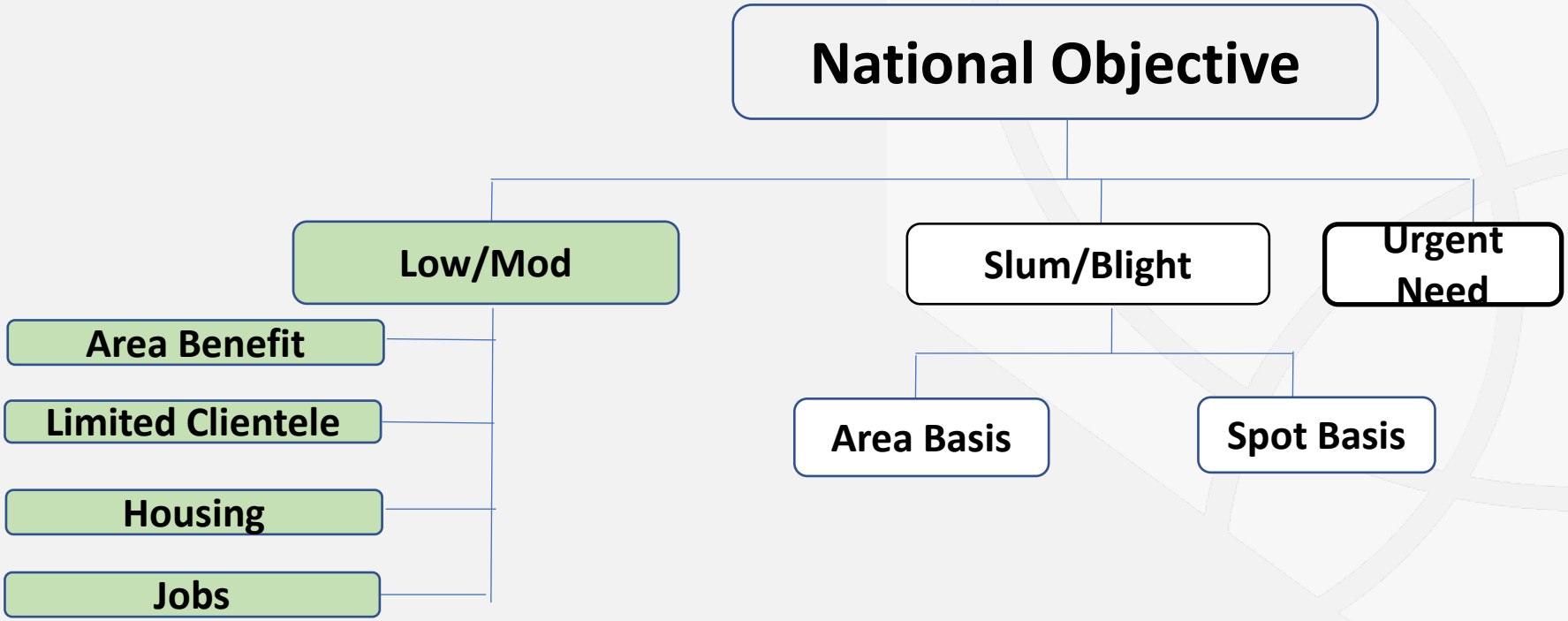
CDBG NATIONAL OBJECTIVES

The HCD Act requires that CDBG-funded activities **meet one of the following three national objectives:**

	National Objectives
#1	Benefit **51%** or more **LMI persons**
#2	Aid in the prevention or elimination of **slum or blight**
#3	Address a **recent urgent** community development **need**

All grants must meet at least one of these National Objectives.

NATIONAL OBJECTIVE:
LOW- AND MODERATE-INCOME BENEFIT



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AREA BENEFIT (LMI-A)

Activity benefits available to all residents in a particular area [see 24 CFR 570.483(b)(1)]:

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LMI documentation for 51% or greater by:

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HOUSING (LMI-H)

Providing or improving permanent residential structures, completed and occupied by LMI households [24 CFR 570.483(b)(3)]:

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- Units must meet requirements:
  - single family structures to be occupied by LMI;
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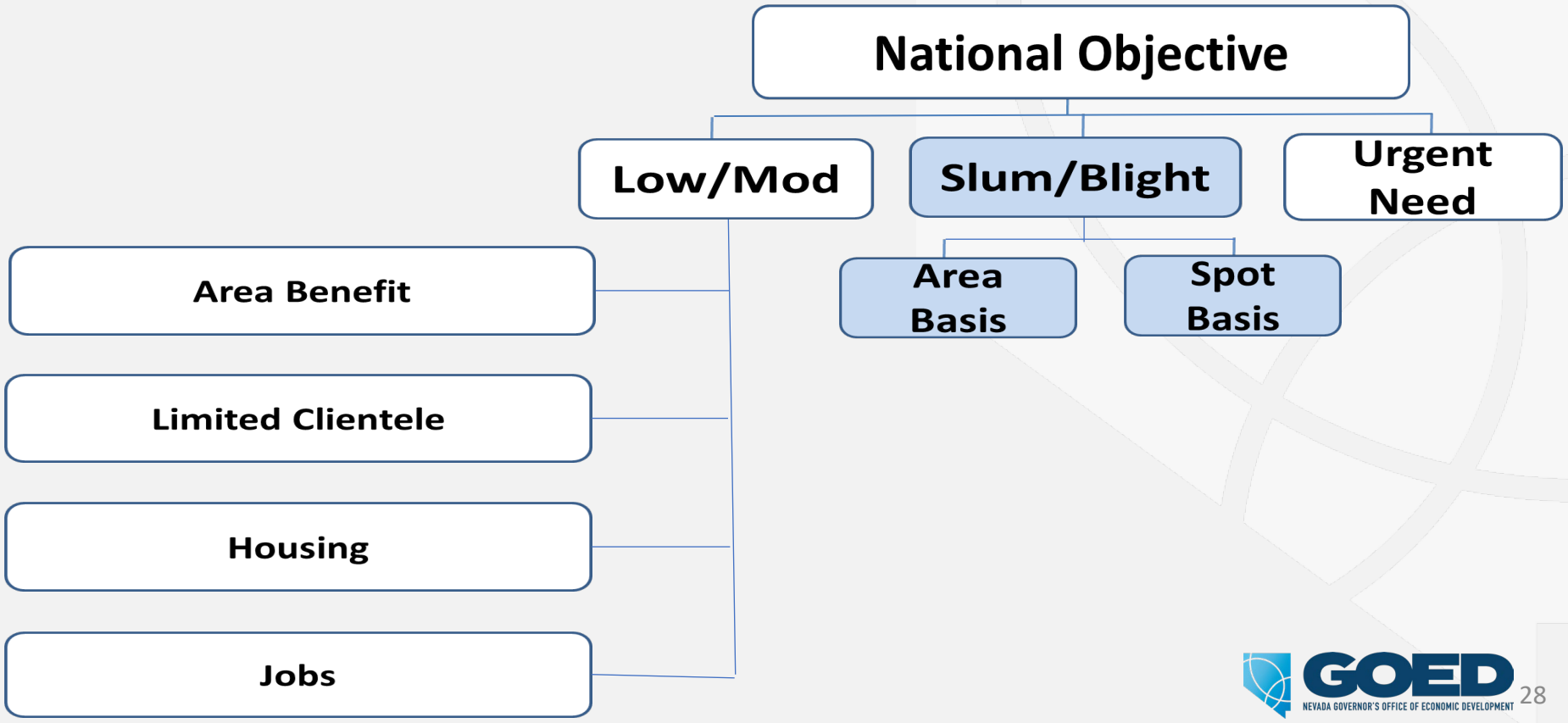
  - rental housing must be occupied by LMI households at affordable rents.

NATIONAL OBJECTIVE: PREVENTION OR ELIMINATION OF SLUM & BLIGHT



PREVENTION OR ELIMINATION OF SLUM & BLIGHT

Activities must meet one of two determinations:

- **Area Basis**---clearly eliminating objectively determinable signs of slums or blight in a defined area. 24 CFR 570.483(c)(1)

- **Spot Basis**---strictly limited to eliminating specific instances of blight outside such an area. 24 CFR 570.483(c)(2)

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SLUM & BLIGHT- Area Basis Criteria

- Area must be officially delineated by the local government and must meet a definition of slum, blighted, deteriorated or deteriorating area under state or local law.

AND

SLUM & BLIGHT – Area Basis Criteria

Area meets the following HUD provisions:

- At least 25% of properties in area experience one or more of the following:
  1) Physical deterioration of building or improvements;
  2) Abandonment of properties;
  3) Chronic high turnover or vacancy rates in commercial or industrial buildings;
  4) Significant declines in property values or abnormally low property values;
  5) Known or suspected environmental contamination.

OR

- Area public improvements (all public infrastructure) are deteriorated.

GOED NEVADA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

SLUM & BLIGHT – Area Basis Criteria

- Documentation:
  - Define the boundaries of the delineated area;
  - Identify all building and public improvement conditions demonstrating blight;
  - Describe activity addressing the condition that led to blight in area;
  - Review and issue redetermination every 10 years that area is qualified.

SLUM & BLIGHT - Area Basis Criteria

Activities designed to address slum and blight on an area basis – examples:

- acquisition and clearance of blighted property;
- renovation and reuse of abandoned historic buildings;
- commercial revitalization through façade improvements;
- removal of environmental contamination on property for a specific redevelopment use;
- rehabilitation of residential buildings to correct substandard conditions stated by local codes.

SLUM & BLIGHT - Spot Basis

Criteria per 24 CFR 570.483(c)(2):

Activity takes place outside slum or blighted area and is aimed at preventing the spread of slum and blight.

Activity limited to:

- acquisition*
- clearance
- relocation*
- historic preservation or
- rehabilitation of buildings-only to eliminate detrimental conditions to public health/safety

***MUST HAVE A FOLLOW UP ACTIVITY.**

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SLUM & BLIGHT - Spot Basis

Documentation must include:

- Description, location and pictures of the property and contributing deteriorating conditions.

- Identification of activity according to eligibility types:
  - Acquisition
  - Clearance
  - Relocation
  - Historic preservation
  - Building rehabilitation

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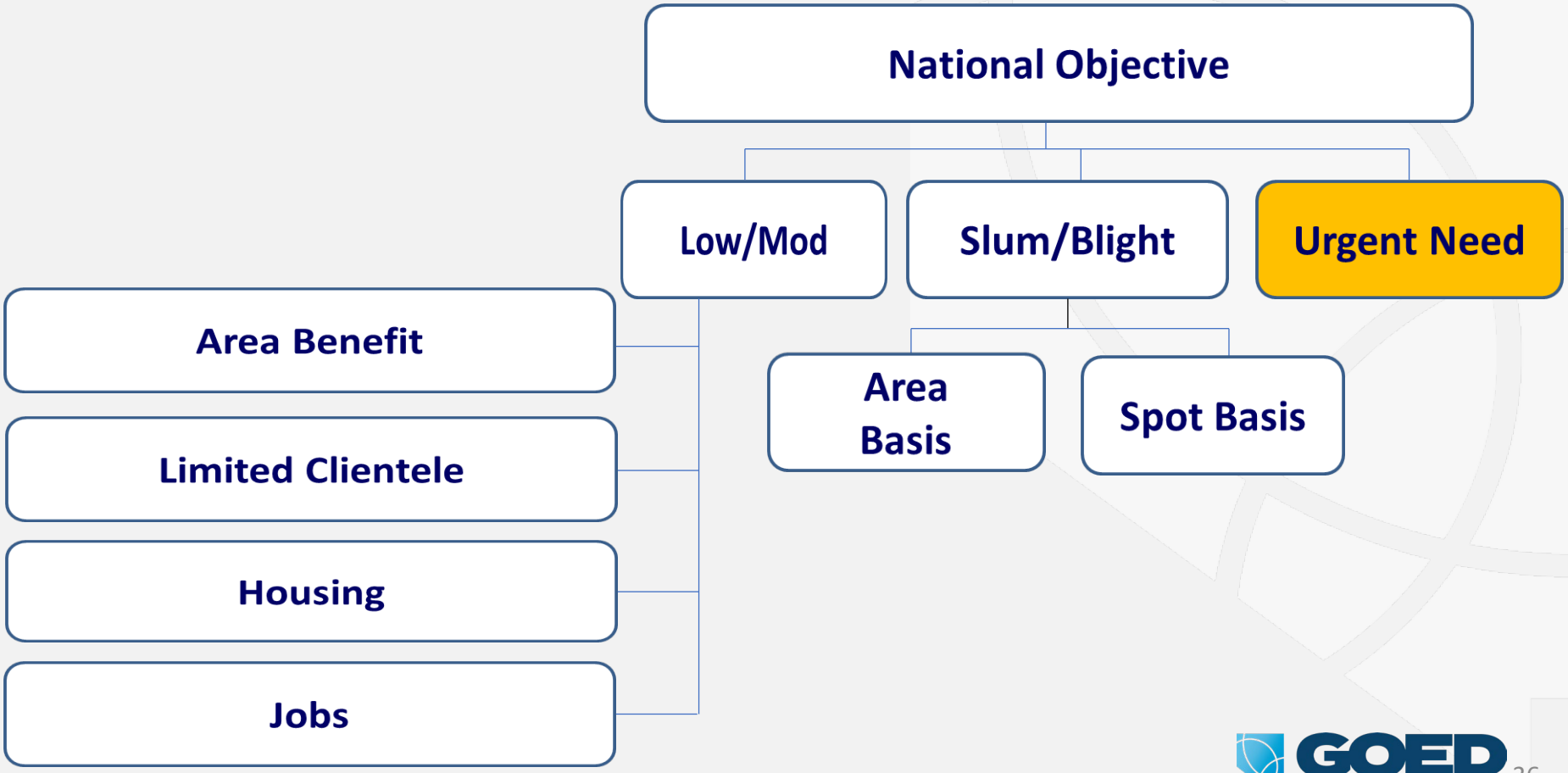
NATIONAL OBJECTIVE: Urgent Need



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NOTE: Must contact CDBG office prior to submitting.

GOED NEVADA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

CDBG ACTIVITIES & FUNDABILITY

ACTIVITY FUNDABILITY

For a project to be fundable, it must pass three tests:

1) Must meet a National Objective
2) Must have an Eligible Activity **and**
3) GOED priority Economic Development with the emphasis on infrastructure



Refer to: Guide to National Objectives and Eligible Activities for State CDBG Program

WHAT IS FUNDABILITY?

Combining Eligible Activities with National Objectives

- Fundability refers to key thresholds that determine if a project qualifies for CDBG funding.
- The state review process for all local government CDBG funding applications must include a fundability determination prior to award.
- All **activities** must be **eligible** for funding.
- All **eligible activities** must meet a **national objective.**

Eligibility: HCDA §105(a)

- HCDA 105(a) lists eligible activities for State CDBG program.

- If not explicitly listed, check Entitlement Regulations at 24 CFR Part 570.200-207 for interpretations.

  States prohibited from declaring statutorily eligible activities ineligible for funds, ***however, states may establish funding priorities.***

ELIGIBLE ACTIVITIES

105 (a)(1) Acquisition of Real Property

- May include only real property which is:
  - Blighted
  - Appropriate for rehab/conversion
  - Appropriate for preservation/restoration/beautification/conservation
  - To be used for public works/facilities/improvements
  - To be used for other public purposes

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105 (a)(1) Acquisition of Real Property

Examples:

- Purchase of land for a park
- Acquiring property to be used for commercial purposes
- Acquire deteriorated building for demolition

Acquisition of Real Property

Acquisition of Real Property may qualify under these **National Objectives**:

- Low to moderate income area – when the property will be for an activity that will benefit those that are predominantly low to moderate income in that area
- Low to moderate income, limited clientele – where the property will benefit a specific group of people: at least 51% of whom are presumed to be low to moderate income
- Low to moderate income jobs – the property acquired is to be used for an economic development project that will create or retain permanent jobs at least 51% of which will be low to moderate income
- Slum/Blight, area basis – when the activity aids in the elimination of or prevents slum and blight

105 (a)(1) Acquisition of Real Property

This category does NOT include:

- Movable equipment, furnishings or machinery
- Activities where there is no legitimate change of ownership

105 (a)(2) Public Facilities and Improvement

- Acquisition, construction, reconstruction, or installation of public works/facilities and site or other improvements
- Use:
    - Acquisition, construction, reconstruction, rehabilitation installation

105 (a)(2) Public Facilities and Improvement

Public Improvements:

- Streets
- Sidewalks
- Curbs/ gutters
- Water/ sewer Lines
- Flood/ drainage improvements

105 (a)(2) Public Facilities and Improvement

Privately-Owned Utilities

Acquire, construct, reconstruct, rehabilitation or install the distribution line for the privately-owned facilities.

Examples:

Placing underground power/telephone lines owned by private company

Install water lines where the service is owned/operated privately.

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105 (a)(2) Public Facilities and Improvement

Examples of Projects

- Paving gravel roads
- Public road construction
- Extension of water system lines to area where well are contaminated

PUBLIC FACILITIES

Public Facility activities may qualify under these **National Objectives**:

- Low to moderate income area – when the activity will benefit those that are predominantly low to moderate income
- Low to moderate income, limited clientele – where the facility serves a specific population that can be presumed to be low to moderate income
- Low to moderate income jobs – 51% of the jobs created or retained due to the activity are held or available to low to moderate income individuals
- Slum/Blight, area basis – when the activity aids in the elimination of or prevents slum and blight

105 (a)(2) Public Facilities and Improvement

Ineligible under this category:

- Building for general conduct of government
- Operation/Maintenance public facilities/improvements
- Purchase of construction equipment
- New construction of public housing

Public Facility examples:

Senior Center, Firehouses, Housing Shelters

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105 (a)(4) Clearance, Rehabilitation, Reconstruction and Construction of Buildings

Clearance, demolition, removal, reconstruction and rehabilitation of buildings and improvements

Examples:

- Demolition of buildings/improvements
- Removal of demolition debris
- Removal/treatment of environmental contaminants
- Movement of structures

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105 (a)(4) Clearance, Rehabilitation, Reconstruction and Construction of Buildings

Rehabilitation does not include:

- Secondary housing unit
- Luxury items
- Equipment furnishings or other personal property not an integral fixture
- Homeowners sweat equity

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105 (a)(12) Planning and Capacity Building

- Activities necessary to develop a comprehensive community development plan; and to develop a policy-planning-management capacity so that the recipient of assistance under this title may more relationally and effectively:
  - Determine its needs
  - Set long term goals and short-term objectives
  - Devise programs/activated to meet the above
  - Evaluate the progress
  - Carry out management, coordination and monitoring activities

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Planning & Capacity Building

Eligible activities include:

- Plans to assist in determining community needs.
- Plans related to implementing a CDBG-assisted project.

All planning grants must lead to a project.



ECONOMIC DEVELOPMENT

Eligible activities include:

- The acquisition, construction, reconstruction, rehab or installation of commercial or industrial buildings, structures or other real property, equipment and/or improvements.
- Assisting a private, for-profit business, including micro-enterprise assistance.
- Providing economic development services in connection with CDBG eligible ED activities.
- Job training, placement, or other types of service (public service or ED).
- Rehabilitation of publicly and privately owned commercial structures.

ECONOMIC DEVELOPMENT

Economic Development activities may qualify under these National Objectives:

- Low to moderate income jobs – 51% of the jobs created or retained due to the activity are held by or available to low to moderate income individuals.

- Slum/Blight, area basis – when the activity, e.g. commercial rehab, aids in the elimination of or prevents, slum and blight.

- Slum/Blight, spot basis – activities such as acquisition, clearance, and rehab may be undertaken.

NEVADA CDBG GRANT CYCLE & APPLICATION PROCESS



CDBG APPLICATIONS: 2026 GRANT CYCLE

- For 2026, 17 proposed projects were submitted by 8 cities/counties by the Eligibility due date. Requests totalled $6,652,536

- 10 of the 17 potential projects were approved for the Application phase.

- The total request for CDBG funding on the 10 projects is $4,319,270.

- The estimated allocation for 2026 is $2,910,779

STEP BY STEP: CDBG APPLICATION PROCESS

STEP #1: Hold 1st Public Meeting – informational meeting about the CDBG program; estimated funding available; projects under consideration; assistance to non-profits; contact information; next meeting date.

STEP #2: Hold 2nd Public Meeting – 30 days after Public Meeting #1. Ideas received to date. Additional projects due date. Date of 3rd Public Meeting.

STEP #3: Submit projects for Eligibility –October 16th, 2026. Many projects can be submitted; however, only two City/County and two non-profit projects can be selected for applications.

Note: Job Matrix due Sept. 30th

STEP BY STEP: CDBG APPLICATION PROCESS

STEP #4: Hold 3rd Public Meeting – Held after the Eligibility

(If more than one application the commissioners need to prioritize the applications)

Due Date of October 16th, 2026. This meeting is to select the projects to be developed as applications.

STEP #5: Develop project applications from October 16th, 2026 – February 19th, 2027.

Grant CDBG access to ZoomGrants to review application.

Complete CDBG ZoomGrants application with supporting information and submit by February 19th, 2027.

STEP BY STEP: CDBG APPLICATION PROCESS

STEP #6: Advisory Committee Meeting March/April depending on when federal budget is approved.

STEP #7: Receive Notification of Recommended Allocation March/April.

Step #8: GOED & Governor approval- Grants are approved April/May

STEP #9: Attend CDBG Grant Administration Workshop in May/June.

STEP BY STEP: CDBG APPLICATION PROCESS

STEP #10: Receive Award Letters from GOED and the Governor and the Grant Agreement.

STEP #11: Return signed agreement to the CDBG office with the Certification to draw funds form.

STEP #12: Grant Year Begins July 1, 2027

Projects implemented: Planning Grants = 12 months;
Construction = 24 months

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- All applicants for Federal grants and cooperative agreements require registration in SAM.gov
- Must renew annually

Web Site: https://www.sam.gov

QUESTIONS?

Need help with SAM.GOV

GOED: Nevada APEX Accelerator

https://goed.nv.gov/programs/nevada-apex-accelerator/

CENSUS DATA & LMI ELIGIBILITY



U.S. Census Tracts and Block Groups

- **Census Tract**: a relatively permanent statistical subdivision of a county delineated for the purpose of presenting data. Census tract boundaries normally follow visible features. Census Tracts and Block Groups have been redrawn and re-labeled since 2010.

- **Block Group**: a subdivision of a census tract. A block group is the smallest geographic unit for which the Census Bureau tabulates sample data.

- **LMISD:** For 2026, HUD released LMI Summary Data (LMISD) to the block group level, based on the 2016-2020 American Community Survey data.

Determining the LMI Percentage for Eligibility

Three ways to establish LMI eligibility:

1) Refer to the one–page Summary of LMI Status by Area for FY 2023;

2) Use 2016-2020 ACS data. GIS map will be reviewed. HUD GIS Map

3) Conduct a survey.

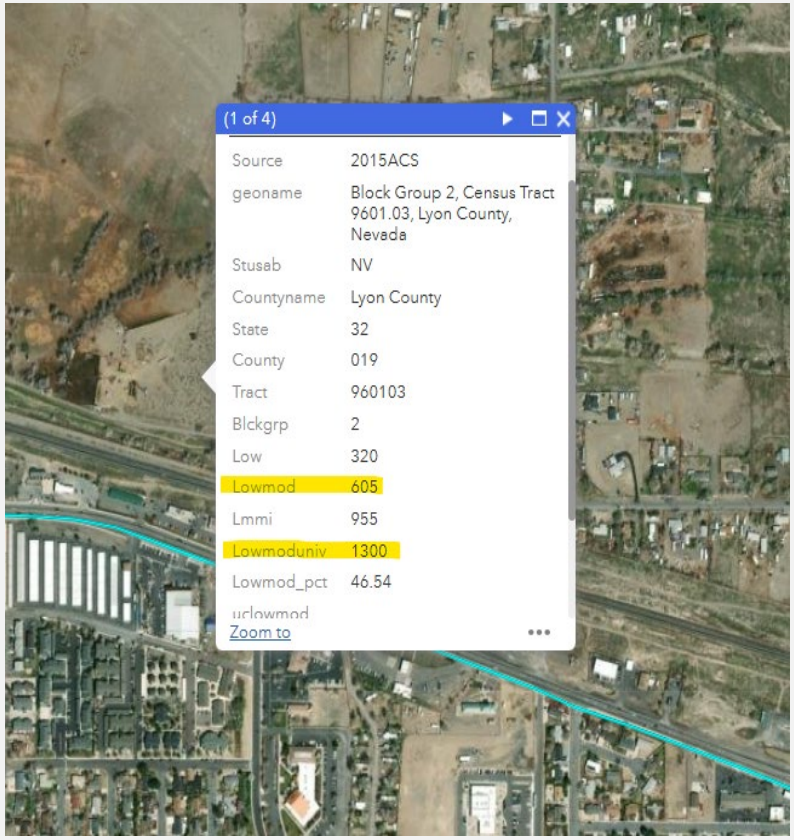
CDBG LMISD Index: HUD Rural Nevada

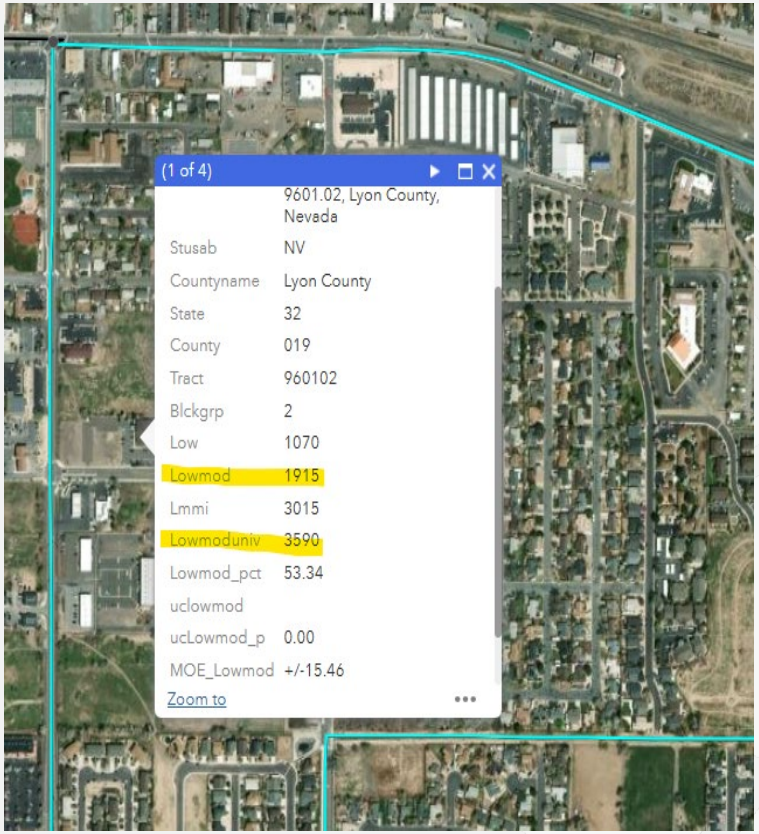
- If not clearly eligible from the LMI Status Summary, refer to the HUD released LMISD.

- Locate county, place, census tract and the block group for the project area. Use the GIS map at the following link: https://www.onecpd.info/manage-a-program/acs-low-mod-summary-data-block-groups-places;

- Determine area that will benefit from the project: MUST use entire area. If LOW MOD % is at least 51%, the location is eligible for CDBG assistance;

- If proposed project will serve more than one block group, add the LOW MOD numbers and divide by the LOW MOD UNIV sum. The resulting percentage determines the LMI eligibility.





Lowmod	Lowmoduniv	
605	1300	
1915	3590	
2520	4890	51.53%

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Demographics and Census

- For CDBG LMI-A activities: (determined eligible by the census tract or survey) HUD requires the **total number of persons** served **and the percentage of LMI individuals served.**

- For direct service activities (LMI-C): [e.g. housing rehabilitation, microenterprise assistance, limited clientele activities, job creation projects] **demographic information** of race, ethnicity, female head of households, disability, and age, **is required, as applicable**.

- Race and ethnicity data is not required for activities under the CDBG LMA, Slum/Blight, and Urgent Need National Objectives.

- Refer to the State Grants Office, State Library Data Center, and State Demographer for additional information on US Census, American Factfinder and the American Community Survey (ACS)

U.S. Census Help Options

Chris Wright, State Demographer, UNR, Reno:
Telephone: 775-687-9999 wrightc@tax.state.nv.us

Nevada State Library, Archives and Public Records
Nevada State Data Center email:
https://nsla.nv.gov/c.php?g=1356622&p=10017134

Jessica Sanders, GOED, Carson City:
Telephone: 775-687-9919; jsanders@goed.nv.gov

Why Conduct a Survey?

CDBG regulations 24 CFR 570.483 (b)(1)(i) allow use of HUD's LMISD or surveys to show that at least 51 percent of residents of service area are LMI.

An income survey is needed when the:

1. LMISD does not reflect current income levels in the service area due to:
   (a) Economic changes (plant openings/closings) or massive layoffs;
   (b) Non-economic changes such as natural disasters or terrorist attacks;
   (c) Change in population (due to migration patterns).

2. Boundaries of the service area are not coterminous with the boundaries of the census tract or block group.

Conducting a Survey

- Define service area and determine sample size.
- Conduct a methodologically sound survey.
- Analyze results from the survey.
- Document and save findings from the survey.
- **Have Survey approved by CDBG prior to submission of an application**.

Contacts for Conducting a Survey

Jessica Sanders
CDBG Program Administrator
jsanders@goed.nv.gov
775-687-9919



CDBG APPLICATION DEVELOPMENT

CDBG Projects

- All CDBG projects must have some level of environmental review prior to Notice to Proceed. **Submit with application.**
- Budget and Scope of Work important. **Be VERY clear on both in the application.**
- Note that the lead time from start of application cycle on July 1st, 2026, until start of program year, is one year later, July 1st, 2027. Planning Grants expire June 30, 2028; Construction – June 30, 2029.

Additional Submissions

1. At your discretion.

2. Be discerning about items you add.

Application Scoring

I. Project Needs Analysis – 10 points
II. Proposed Project Activity – 10 points
III. Scope of Work – 10 points
IV. Planning & Project Context– 10 points
V. Long-term Planning & Asset Management – 10 points
VI. Environmental Review – 10 points
VII. Internal Funding – 10 points
VIII. Alternative/External Funding– 10 points
IX. Economic Development Impact– 10 points
X. Project Budget & Budget Justification Narrative – 10pts.
XI. Maturity & Project Readiness – 10 Points

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Before Submitting the Application

Review:

1. Have I explained the history of the problem?
2. Have I painted a clear picture of the proposed project?
3. Have I provided documentation that shows I am project ready?
4. Have I included copies of advertisements or notices for Public meetings?
5. Are the minutes reflective of public participation in the CDBG application process?

Application: Due Date & Time

- Applications are due in Zoom Grants on Friday February 19th, 2027.



Basic Grant Writing

Five Factors for Successful Grant Writing

1) Capacity of the Applicant & Relevant Organization Staff

2) Need/Extent of the Problem/Issue

3) Soundness of Approach

4) Leveraging of Non-CDBG Resources

5) Expected Results and Proposed Evaluation

Factor #1

Capacity of the Applicant and Relevant Organizational Staff

Address the extent to which you have the organizational resources necessary to successfully implement the proposed activities in a timely manner.

Factor #2

Need/Extent of the Problem

Does your community have a significant problem to be addressed and a need for CDBG funding to address the problem?



To determine the need, CDBG requires you to document the extent of the problem/issue in the geographic area that you will target with your project/program.

Factor #2 - Continued

<u>How do you frame the problem/issue?</u>

- Who is affected?
- What is happening?
- Where does the problem situation take place?
- Why is it a problem/issue?
- What else can you tell us about the situation?
- Who else thinks it is a problem/issue?
- What are the underlying causes?
- What are the effects of this problem/issue?

Factor #3

Soundness of Approach

Addresses the quality and appropriateness of your proposed project/program – the heart of your Proposal.

For example:

- What are you going to do?
- How will these activities meet the needs expressed in Factor #2?
- How will these activities meet CDBG goals and priorities?

Factor #4

Leveraging of Non-CDBG Resources

- This addresses your ability to secure resources beyond those provided by CDBG and is designed to encourage you to obtain resources in combination with CDBG to increase your chances of achieving the purposes of the activities you propose to undertake.

- Leveraging includes financial and in-kind resources, and they must be reflected in your budget and be well explained and documented.



Factor #5

Expected Results and Proposed Evaluation

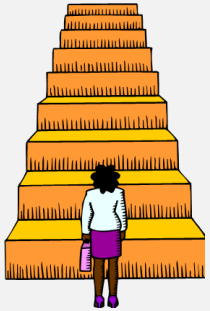
Application should clearly define the interim and final outputs that will be achieved during and after the award period.

Identify:

- The impact on the community from your project.
- The methodology and benchmarks to be utilized to measure your progress and success.
- The benefits to be achieved.

Other Essentials

- Begin with the end in mind
- Understand the resources available: financial, physical, institutional – Project Readiness.
- Build a foundation of knowledge, commitment, resources and capacity BEFORE asking for the $$$.
- Understand the grant process: know your funder, the selection factors, State objectives…



Basic Elements of a Proposal

a. Opportunity/Problem/Needs
b. Goals and Objectives
c. Work Plan
d. Project Evaluation
e. Budget
f. Funding Contingencies/Future Funding



When you sit down to write:

- Think about your audience and the appropriate format and language.
- Use structure to make it reader-friendly. Section headings, paragraph subheadings, graphs, charts and bullet points can help.
- Proofread your work or get someone else to review it. Review accuracy, clarity, spelling, punctuation, grammar and conciseness.
- Be clear. Don’t rely on technical jargon or acronyms.
- Be concise.
- Be professional.

GOED NEVADA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

THANK YOU

Jessica Sanders, Program Administrator:
jsanders@goed.nv.gov

Sarah Clark, Program Specialist:
seclark@goed.nv.gov

CDBG METHOD OF DISTRIBUTION
July 1, 2026-June 30, 2027

1) Describe the state program to be addressed by the Method of Distribution.

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuous programs at HUD. Through the CDBG program, HUD provides annual grants on a formula basis to 1,209 general units of local government and States.

The CDBG entitlement program allocates annual grants to larger cities (over 50,000) and urban counties (over 200,000) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons.

The State of Nevada is a recipient of the State Administered CDBG program, also known as the Small Cities' CDBG program (also referred to as CDBG non-entitlement). States award grants to smaller units of general local government (cities under 50,000 and counties under 200,000) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects. Nevada's priorities are established by the consolidated planning process, state priorities, and the regional community and economic development needs of the communities.

Funding Period

Grant applications are submitted mid-February with funding recommendations generally made before the end of March/April. Grant awards are effective July 1.

The grant period is generally 12 to 24 months depending on the type of grant and complexity of the project. Depending on circumstances, grants may be extended beyond the expiration date. If additional time is required, the grantee must submit a formal request to the CDBG Program Administrator. The request needs to include the reason for the delay, a reasonable revised timeline, and the estimated completion date for all deliverables. Any delayed project is subject to de-obligation of funding. If necessary, the request is referred to the Advisory Committee (AC) for consideration.

Distribution of Funds

a. Unused Funds: Funds unused by a grantee may be redistributed to another CDBG applicant or grantee. The distribution of unused funds may occur during the program year or during the annual allocation process.

b. Reallocated Funds: Funds reallocated to the State by HUD and funds recaptured from HUD-administered Small Cities grants and returned to the State by HUD may be redistributed to CDBG applicants or grantees in the same manner as unused funds that revert to the State because of non-use by a grantee. GOED may use up to two percent of the reallocated funds to administer the CDBG Program, if not allocated for administration at a prior time.

c. Additional or Remaining Funds: Additional funds received by the State as the result of action at the federal level will be distributed to CDBG applicants or grantees in the same manner as unused funds that revert to the state from a grantee. Funds remaining at the state level may be distributed in the same manner as unused

funds. GOED may use up to two percent of the additional or remaining funds to administer the CDBG Program, if not allocated for administration at a prior time.

d. Recaptured Funds: Funds that were awarded to a grantee and later taken back may be distributed in the same manner as unused funds.

e. Program Income: This is gross income received by the state or eligible city or county and directly generated from the use of CDBG funds. Program income earned by eligible units of general local government through a Revolving Loan Fund (RLF), a Housing Rehabilitation Program, or other income producing activity may be kept at the local level to continue economic development or housing efforts locally. Program income may be distributed to eligible applicants in the form of loans to for-profit businesses via local governments, or for grants for CDBG–eligible project such as infrastructure projects, housing activities, etcetera. Income earned from other CDBG activities may be retained at the local level and used to fund additional eligible community development activities. Communities electing to retain these funds must submit an intended use plan for the program income to GOED for approval prior to project closeout.

To be treated as program income, the total amount of funds received in a single year and retained by a unit of local government and its sub-recipients must be $25,000 or more. Program income that is received by the State from the RLF program may be obligated and distributed to eligible grantees for economic development projects funded where deemed appropriate. The State may use two percent of the program income generated by the RLF program for program administration. Program income received by the State from projects other than the RLF program will be distributed in the same manner as unused funds returned to the State by a grantee. Program income received from the Housing Rehabilitation Set-Aside Program may be used to fund other CDBG eligible activities including housing activities were deemed appropriate.

2. Describe all the criteria that will be used to select applications and the relative importance of these criteria.

The CDBG Application: Rating criteria and other eligibility factors contribute to the final funding recommendations. All application questions/sections are of equal importance. Ranking criteria contains the following elements:

Question 1

Project Needs Analysis: [10 points] The applicant identifies the problem and how it is currently being addressed. The application details how the problem/need was determined and why the project is needed. Applicant provides a summary of the tangible and intangible community impacts.

Question 2

Proposed Project Activity: [10 points] The applicant addresses how the proposed activity resolves the problem/need. This section also addresses how the applicant will know the problem has been resolved or the need met, and the goal(s) of the project are complete.

Question 3

Scope of Work (SoW): [10 Points] Proposals are evaluated to determine if the proposed project is clearly defined and provides sufficient detail. The SoW must identify the project activities, milestones and deliverables. The SoW also identifies cost-sharing funds and notes if those funds are secured. The purpose of the proposed project is described in terms of the effect the proposed project will have on the community.

Question 4

Planning & Project Context: [10 points] The applicant provides details of how the proposed project is specifically or generally identified in a city, county, regional or state plan and how the project would contribute to that larger planning effort.

Question 5

Long-term Planning & Asset Management: [10 points] The applicant also shows how the proposed project promotes long-term proactive planning in the project category. about how the proposed project contributes to the goals, objectives, and activities of the current Consolidated Plan and/or other long-term planning.

Question 6 & 7

Environmental Review (ER): [10 points] Proposals are evaluated based on the status of the ER: (1) has the level of environmental review been determined; (2) if determined, is the ER included with the application; (3) if a review includes other State or Federal funding, are those agencies identified and have they been contacted; (4) have environmental impacts associated with the proposed project been adequately addressed?

Question 8

Internal Funding: [10 points] The applicant addresses efforts to fund the proposed project from internal sources.

Question 9

Alternative/External Funding: [10 points] The applicant addresses efforts to fund the proposed project from alternative and/or external funding sources. While not a requirement of HUD, match funds are viewed as a commitment to the project.

Question 10

Economic Development Impact: [10 points] In a continuation of the Planning & Project Context section, the applicant describes how the proposed project contributes to the area's Regional Redevelopment Authority's (RDA) planning goals and indicators. The applicant details the efforts of private investment, local government and the community in funding the proposed project. Additional detail on private funding may be included in this section. The applicant also provides research based post-grant impacts to the community on employment, tax increment increases, per capita income, and number of businesses impacted.

Project Budget Tab

Project Budget & Budget Justification Narrative: [10 points] Proposals are evaluated on the soundness of the project budget and the narrative, which explains: (1) each budget line item; (2) how the cost was determined; (3) the source of the estimate. The narrative identifies the proposed project's cost-sharing funds and whether they are secured or not. The application must provide letters of commitment or letters of intent for other funding sources.

Project Implementation Tab

Maturity & Project Readiness: [10 points] Evaluation of a proposed project assesses project readiness by reviewing information throughout the application and the supporting documentation. This includes but is not limited to: (1) commitment of cost-sharing funds; (2) the proposed timeline of the project; (3) ability of the proposed project to implement on July 1st; (4) status of proposed project if a phase in a multi-year project. Ownership issues, if applicable, are addressed in this section.

The CDBG program does not require a match. However, cost-sharing funds, noted in the Project Budget & Budget Justification Narrative, contribute to the strength of that section. The CDBG program is one of the few federal grants that can be used as a match for other federal funds. This is helpful to all and often critical for HUD-designated LMI areas in accessing other federal funds, such as USDA or NDEP.

In addition to application scoring, eligible entities are assessed by CDBG staff members for Risk Analysis. The applicant review is based on general grant administration capacity, project readiness, and the ability to implement and maintain the proposed project.

Other Considerations:

Factors other than rating are involved in making funding recommendations. The project's rating form contains primary factors taken into consideration by the CDBG Advisory Committee (AC) in recommending projects for funding. Other factors, some included in the Risk Assessment, may be considered during the advisory committee deliberation. Such factors are:

- If an application with a high rating requests a large proportion of funds available, the AC may take that into consideration and recommend other lower rated applications for funding in the interest of better use of funds.

- Additionally, phasing of larger projects, where practical, into freestanding segments is strongly encouraged to allow the AC to recommend partial funding for projects that might otherwise be non-fundable as a whole. In those cases, projects are partially funded allowing phased implementation with a reduced Scope of Work. In past years, these applications have been funded in their entirety. However, as HUD's allocation has decreased over the past decade, it has not always been possible to fully fund projects with CDBG funding only. Multi-year projects may receive priority when ranking in an effort to "do no harm" to these larger projects. In that effort, projects that receive a lower rating may be funded over projects with a higher rating. Applicants should also be mindful that the award needs to be expended in 12 months for a planning grant and 24 months for a construction grant: the request for funds needs to be in line with an estimated timeline. Projects that require larger funding amounts and take a longer amount of time, should be phased. If requesting future funding from CDBG, that needs to be detailed when requesting funding for the first phase. Generally, the applicant

should not expect CDBG to fully fund all phases of a larger project. Other funding sources should be pursued.

- The AC may consider the community's demonstrated efforts to seek other sources of funding for the project. If a community has not explored, secured, or exhausted resources available at the local or state level to fund the project, the AC may choose to not recommend the project for funding. Examples of these resources include, but are not limited to other federal funding, a local user fee, room tax, a local gas tax or setting up a general or special assessment district.

- Project readiness is an important factor taken into consideration. The AC will pay particular attention to the starting and completion dates for projects, so funds are not allocated to a project unable to start for nine to 12 months or more. A grantee must be able to implement a project on July 1st and make a first draw down of funds within nine months of grant award (March 31st).

- Past performance on CDBG projects also is a consideration. This is one factor in the Eligibility review of the application. If a community has not made progress on prior year grants, the AC may take this into account when considering whether the community will be able to effectively administer an additional grant. The capacity of the community to administer additional grants and the extent to which the community has received assistance from the State's CDBG program may also be taken into consideration in funding recommendations. A maximum of five (5) open grants is allowable.

- Proposals must demonstrably address the primary objective of the Housing and Community Development Act as well as one of the three broad national objectives set out in the federal act passed by Congress. In accordance with federal law, the program must meet or exceed the requirement that 70 percent of the State's CDBG funds for any three-year period must be allocated to projects that benefit LMI persons. The current three-year reporting period is 2025-2027.

- The Department of Housing and Urban Development (HUD) allows states to determine the focus of its State CDBG Program. Since 2011, the Nevada CDBG Program has been part of the Governor's Office of Economic Development (GOED) and the program focus has been to align with the goals of GOED by funding fewer but larger projects that have a greater impact on communities and regions. Guidance from HUD has supported that approach by suggesting that states focus on fewer activities and award larger grants. In part, HUD has given the guidance because staff levels have been reduced at both federal and state levels.

3. Describe the process for awarding funds to state recipients and how the state will make its allocation available to units of general local government (UGLG), and non-profit organizations, including community and faith-based organizations.

Nevada has established a selection process that is used for considering which jurisdictions are awarded Community Development Block Grant funds. There are 26 units of local government (UGLG's) eligible to apply. Non-profits, including community and faith-based organizations, apply through sponsorship by an UGLG. The CDBG Grant Administrator at the local level is responsible for meeting the application and grant requirements, even when there is a sub-recipient project.

The process for awarding funds to state recipients is designed to include analysis and comments from a range of interested parties and the public at large.

The application process is a two-step process: Step #1 is Eligibility; Step #2 is Development of Application. Each July 1st, a new grant cycle is opened in ZoomGrants. Applicants must hold the first of three required public meetings at this time (month of July). The first meeting informs the public that funding is available from CDBG; the types of projects that are funded; any proposed projects to date; the grant process; the time and date of the next meeting. Applicants are strongly encouraged to communicate with CDBG staff members about proposed projects. This application development is critical in clarifying issues that will enhance the AC's understanding of the project, such as line items within the budget, and in ensuring that potential projects are eligible.

Proposed projects are due in the fall when technical reviews are done by CDBG staff members to ensure eligibility. This initial review ensures the applicant is eligible, the activity is eligible, a national objective is met, and the project meets the focus of GOED. Once eligibility of a proposed project is established, the proposed projects are designated "Eligible" or "Not Eligible". Both are contacted regarding proposal status. Those proposals meeting the eligibility requirements begin the application process. Applications are due mid-February, when CDBG staff members review the final application and assign review to colleagues, in other public agencies, who have expertise regarding the proposed projects. Reviews and comments from the external reviewers are provided to the AC during the allocation meeting and is another factor that may impact initial application scores.

All applications determined to be eligible are provided to the AC in ZoomGrants: each member has a password by which to access the applications on ZoomGrants. In late March or early April, or when congress approves a budget, the AC meets to review and deliberate on which applications best meet the priorities of the current Consolidated Plan, the priorities of GOED's Rural Community & Economic Development Division, other state and regional plans, and the needs of the communities.

The AC is tasked with scoring the applications in advance of the advisory committee meeting. During the meeting, each community that applies for funds is permitted 15 minutes per application to present the project and respond to questions from the AC. Communities not able to send a representative in-person to present to the AC may present via video. In addition to the ranking criterion, selection of projects for funding may take into consideration emergency situations, public health and safety concerns, applicant performance and/or capacity, project readiness, leveraging and any other factors deemed relevant. The cost benefit to low and moderate-income persons is always a consideration and high priority. The AC makes funding recommendations after the final rating and ranking of proposed projects and deliberations.

The list of proposed projects recommended for approval is submitted to the Executive Director or the Deputy Director of the Governor's Office of Economic Development. A summary of projects and awards is then forwarded to the Governor for final approval. In the event of disagreement with the AC's recommendation or if an applicant appeals the decision of the AC, the matter is directed back to CDBG staff and the GOED Director for reconsideration.

4. Describe how resources will be allocated among funding categories.

The allocation of resources is determined by a series of planning processes. The consolidated planning process involves CDBG eligible entities and other stakeholders from across the state. The end-product of that process is the identification of priorities of HUD's formula programs, CDBG, HOME, ESG, HTF (non-formula) and HOPWA, for the next five years. The 2025-2029 funding categories for HUD's four formula programs are in the current Consolidated Plan, which must be referenced in an application. In addition to the statewide

planning process, the eligible entities conduct three public participation meetings that occur July through January. These meetings help determine the needs (funding categories) in the various cities and counties. Local government officials prioritize the projects recommended for development as CDBG grant applications. The applications are submitted mid-February and reviewed and recommended for funding in late March or early April. The review date may be later, depending on congressional approval of a budget.

The distribution of resources among funding categories is determined by the needs of the 26 eligible entities as described in the applications. There are no set allocation limits per funding category other than those imposed by HUD for the CDBG program for (1) administration/, technical assistance, planning and (2) public services. The allocation of resources among the funding categories is determined by the CDBG eligible entities in the rural, non-entitlement area of Nevada. Each eligible entity can submit two applications and sponsor two applications.

This Method of Distribution (MoD) of addressing funding categories applies to the 2027 grant allocation cycle. **The Method of Distribution continues to focus more on economic development and collaboration on a regional level to develop projects that have greater community and economic development impact. This focus is expressed in a section of the application handbook, which is updated and posted online.** Each July 1st, applicants can begin entering proposed projects in ZoomGrants and can begin working with CDBG staff members to determine project eligibility, as well as on proposed project applications.

Amendment Process:

Once an award is made and a grant agreement has been signed by all parties, any significant changes must be made through an amendment process. A grantee must request approval to change the size, scope, or beneficiaries of a project. If a project selected for funding requires an amendment, the process is as follows: The grantee makes a formal request to the CDBG Program Administrator. The CDBG Program Administrator reviews and approves all grant amendments. If the request involves a major change in the Scope of Work of the project, the AC may also be involved in the approval of any amendment to the grant agreement.

Monetary Increases:

Request for additional funds for an existing project must follow the same process as normal grant applications. The AC will make a funding recommendation to CDBG staff and the proposal will be submitted to the deputy director for final approval. Monetary Increases have not been done in recent history: the applicant should project funds required for a project and request funding initially.

Scope, Purpose or Intent:

CDBG staff members may approve requests for minor changes in the scope of a project. If staff members determine a request constitutes a major change in the project, the request requires review by the AC with a recommendation to staff and the director for final approval.

Changes in the scope, purpose and intent include, but are not necessarily limited to, changes in the size, location, use and budget. Changes in the CDBG budget items that constitute less than 20 percent of the CDBG budget are considered minor and may be made by the grant recipient filing an amended budget with staff. Staff members will review budget amendments that are more than 20 percent to determine whether the change alters the scope of the project. If staff members determine that the change in the budget does not

constitute a change in scope, the amended budget will be accepted. If staff members believe the amendment significantly changes the scope, the change will be referred to the AC for a recommendation to staff and the director for final approval.

Beneficiaries:

If a project was approved to benefit LMI persons and the proposed change results in the total percentage of LMI persons benefited of less than 51 percent, the change will be reviewed by the AC with a recommendation to staff and the director for final decision. The current three-year period for meeting the 70 percent of project benefiting people who are LMI is 2025-2027. Nevada's non-entitlement program has historically been at a higher percentage than 70.

NOTE: If the project scope, purpose, intent, location or beneficiaries changes substantially, the local government shall follow the State's Citizen Participation plan by providing citizen's reasonable notice of and an opportunity to comment on the proposed changes.

5. Describe threshold factors and grant size limits.

There is neither a maximum nor minimum limit on the amount of a grant award. However, as noted earlier, the focus of the Nevada CDBG Program places an emphasis on larger community and economic development projects, and fewer and larger grants. The process is highly competitive with only 30 to 40 percent of projects recommended for funding. Over the past three years, CDBG requests have ranged from $10,000 to $800,000. Smaller requests are planning grants; larger requests are generally for multi-year projects. Applications for planning grants must lead to a project. Whether small or large, a project based on long-term plans and asset management are priorities over applications that do not reflect planning. Often the latter applications are not project-ready and are not likely to be eligible.

The Nevada CDBG program does not have a Section 108 program or have Community Revitalization Strategy Areas (CRSA's) but does support community efforts of revitalization. This is done using the National Objective of Slum & Blight.

6. What are the outcome measures expected as a result of the method of distribution?

The Method of Distribution ensures that outcome measures are more clearly defined and more readily measured by the application rating criteria. Local public participation contributes to the determination of need by the units of local government. Additionally, because the UGLGs participate in the consolidated planning process, and are the entities that help determine priorities and goals, they also help establish outcome measures during that planning process. Those outcome measures are to provide: (1) suitable living environments; (2) decent housing; (3) increased economic opportunities. The State Program is responsible for ensuring that, over a three-year period, a minimum of 70 percent of projects meet the LMI National Objective. The State of Nevada's Non-Entitlement Program is well over that requirement.

CDBG Grant Administrator Date

CDBG GRANT CYCLE TIMELINE

What	Who	When	Done
Attend CDBG Application Training: All grant administrators and grant recipients that wish to apply for CDBG must attend training	Grant Administrator, Grantee	April 9, 2026	
ZoomGrantsOpen: https://zoomgrants.com/gprop.asp?donorid=2217 Enter project ideas into ZoomGrants for eligibility approval	Grant Administrator	July 1, 2026 – October 16, 2026	
1st Public Meeting describing CDBG program is held: **Public notice posted 14 days prior to meeting.** Informational meeting. Review past CDBG projects and estimated funding. Review types of eligible activities and national objectives. Call for project ideas and contact to submit potential projects. Give date of next meeting 30 days after 1st meeting.	Grant Administrator	July 1st Public meeting required to be held in July	
2nd Public Meeting held: **Public notice posted 14 days prior to meeting.** Talk about proposed projects, estimated costs, and estimated beneficiaries. Request public input and announce that no additional projects can be submitted after October 16th. Announce 3rd/final meeting date and location 30 days after 2nd meeting. Projects to submit for applications will be determined then. Council or Commission will prioritize projects.	Grant Administrator	At least 30 days after 1st Public Meeting. Before Eligibility due date of October 16th	
Submit job matrix to CDBG staff: Must be completed to submit a project for Eligibility.	Grant Administrator	By September 30th so data can be run before October 16th Eligibility due date.	
Project eligibility ideas due and submitted. Grant Administrator must submit eligibility in ZoomGrants.	Grant Administrator	October 16th	
Notification by CDBG: CDBG Grant Administrators are notified if projects are eligible or not.	CDBG Staff	October 19th- 23rd	
Eligible projects developed into applications.	Grant Administrator, CDBG Staff	Mid-October thru Late-February 19th, 2027.	
Final (3rd) Council or Commission Meeting to approve and rank applications to be submitted: **Public notice posted 14 days prior to meeting.** Council/commission members address public comments and prioritize applications. Final selection of projects is made.	Grant Administrator	Mid-October until last council/commission meeting prior to February 19th, 2027	
Grant CDBG Staff access to ZoomGrants applications:	Grant Administrator	January 15th, 2027	
Applications due: Applications may be submitted any time between the 3rd (last) Public Meeting and February 19th due date. No applications are accepted after February 19th, 2027.	Grant Administrator	February 19th, 2027	
Applicants with applications not eligible are notified: If conditions apply to any application, applicant is notified.	Grant Administrator	Late February 2027	

CDBG GRANT CYCLE TIMELINE

Applications available for review by CDBG Advisory Committee.	CDBG staff	After February 19th due date.	
CDBG Project Presentations due to CDBG Program Specialist: Email the Program Administrator and Program Specialist the presentation	Grant Administrator	Mid-March 2027	
CDBG Advisory Committee Allocation Meeting: Allocation meeting may change depending on when Congress passes the budget.	Grant Administrator, Grantee, CDBG Staff	Late March 2027	
Applicants notified about recommended allocations: Dates are contingent on Congress passing a budget.	Grant Administrator	Late March or early April 2027	
Award agreements processed: Grantees have grant agreements signed and returned to CDBG office by July 1st.	Grant Administrator	Late May or by first week in June 2027	
CDBG Grant Year begins	Grant Administrator, Grantee	July 1, 2027	

AGENDA ITEM NO. 12.3

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion of Appeal 2026-APPEAL-0003, an appeal of the Planning Commission's decision to deny Appeal 2026-APPEAL-0002, upholding the Community Development staff's decision to approve Major Design Review DP25-0184, for a Developed Campground with 53 campsites to include 26 cabins/sleeping shelters, nine (9) tree house structures (on the ground), 18 seasonal dome structures, and three (3) comfort stations (bathrooms/showers). The project also includes a clubhouse for guest use (including a communal kitchen, edible garden, digital nomad space, conference room, communal eating area, and educational wall) and one accessory dwelling to be used to house up to nine employees. The subject property is located in the S-070B (Sports-oriented in the Rabe Community Plan Area) in the Tahoe Basin, near the southwesterly intersection of Elks Point Road and Highway 50. The appellant is G&T Properties LLC and the appellant's representative is Samantha Vanillo of Womble Bond Dickinson LLP. The original applicant for the Design Review is Jamie Schmidt of JLS-Development, on behalf of Globetrotters Property LLC (property owner). APN 1318-22-001-013. (Linda Doherty, Assistant Planner)

RECOMMENDED MOTION:
First the Board of County Commissioners must determine that the Appellant has standing to appeal because (1) the appellant owns an interest in property located within the notice radius, and (2) appeared in writing before the final decision on the design review was rendered.

If the appellant has standing to appeal, the Board of County Commissioners may:

1. Affirm the decision, upholding the conditional approval of the Design Review, because the appellant's arguments are not supported by the evidence and the findings listed in DCC 20.614.040 are met; or

2. Modify the decision, consistent with the provisions of Douglas County Code; or

3. Reverse the decision, overturning the Design Review approval, because the appellant's arguments

are supported by the evidence and/or the findings listed in DCC 20.614.040 are not met.

FINANCIAL IMPACT:
The financial impact of upholding or overturning the Design Review approval is unknown at this time.

BACKGROUND:
This is an appeal of a Design Review that was approved by staff on or about April 27, 2026.

The Design Review process commenced more than three years ago, on or about February 15, 2023, when Globetrotter Properties LLC ("Globetrotter") attended a pre-application with staff to discuss the requirements for a proposed campground project. At that time, staff informed Globetrotter that it must obtain TRPA approval prior to submitting a final Design Review application to the County.

On or about September 17, 2025, TRPA's governing board approved the project, including the designation of the project as a Developed Campground. No appeals were filed.

On or about October 25, 2025, Globetrotter submitted the final Design Review application to the County. Noticing pertaining to the Design Review was sent out to neighboring property owners on or about January 23, 2026. The final design proposed a Developed Campground with 53 campsites to include 26 cabins/sleeping shelters, nine (9) tree house structures (on the ground), 18 seasonal dome structures, and three (3) comfort stations (bathrooms/showers). The project also includes a clubhouse for guest use (including a communal kitchen, edible garden, digital nomad space, conference room, communal eating area, and educational wall) and one accessory dwelling to be used to house up to nine employees.

On or about February 27, 2026, appellant G&T Properties LLC ("G&T") submitted a public records request related to the application. On or about March 18, 2026, legal counsel for G&T contacted County staff regarding the application.

On or about April 27, 2026, the Design Review was approved by staff. That same day, G&T submitted a written objection to the Design Review.

On or about May 8, 2026, G&T submitted an appeal for review by the Planning Commission. Staff informed G&T's counsel that since the land use designation of "Developed Campground" had been reviewed and approved by the TRPA Governing Board at a properly-noticed public hearing, the appeal should focus on the required findings for a County-approved *design review* and not whether "Developed Campground" was the correct land use designation for the project.

G&T's appeal identifies five bases for appeal: (1) the project was mischaracterized as a "Developed Campground," (2) the project is impermissibly intense under the Rabe Meadow Plan Area Statement, (3) the project improperly relies on accessory-use provisions for employee housing, (4) the conditional approval is materially inconsistent with the project application, and (5) Design Review findings (A) and

(G), required by DCC 20.614.040, cannot be met.

Staff's response to the appeal is set forth in the attached Staff Report and Staff Report Addendum. Globetrotter submitted a response to the appeal, which is also attached.

The appeal was heard by the Planning Commission on July 14, 2026, and, after considering Globetrotter's arguments, voted unanimously (6-0) to deny the Appeal.

On July 28, 2026, the Appellant filed an Appeal with the Board of County Commissioners, challenging the decision of the Planning Commission denying Globetrotter's appeal. The basis for Globetrotter's appeal remains the same.

ATTACHMENTS:
TRPA Errata to Staff Report for Developed Campground Project.pdf
TRPA September-2025-Action-Sheet.pdf
Staff report-updated-APPEAL-0003.docx
Staff Report Addendum.docx
Height TRPA table 37.4.1-1.pdf
Vicinity_Map_1318-22-001-013.pdf
Noticing_Map_Appeal 1318-22-001-013.pdf
Applicant Project Description 020726.pdf
plan set.pdf
15 Round Hill Campground Traffic Analysis - 5-12-2025.pdf
TRPA staff report for 9-24-25 Gov Board meeting.pdf
070B - Rabe Meadow.pdf
Campground map.pdf
DP25-0184 Planning conditions FINAL.pdf
DP25-0184 REVISED conditional approval 7-17-26.pdf
Appeal Justification Letter - 5.8.26.pdf
Supplemental Appeal Justification Letter - 7.7.26.pdf
Applicant Response to Appeal - 7.6.26.pdf
Appeal Justification Letter - 7.28.26.pdf
Applicant Response to Appeal - 9.9.26.pdf

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Errata to Staff Report for Developed Campground Project
Agenda Item # VII.B

Date: September 24, 2025

To: TRPA Governing Board

From: TRPA Staff

Subject: Globetrotter Properties, LLC "Talaz" Developed Campground Project; 176 US Hwy 50, Douglas County, NV: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (access easement); TRPA File #ERSP2024-1277

Please find in this errata the required findings for approval of additional recreational facilities required under TRPA Code, Section 50.9.1. Approval of additional recreation facilities shall only be permitted for projects for which the sponsoring entity demonstrates and TRPA finds that:

A. There is a need for the project;

Ensuring the availability of recreational opportunities and maintaining the recreational values of the Region is declared as among the fundamental purposes of the TRPA. The Rabe Plan Area Statement encourages expanding camping areas. The Rabe Plan Area Statement includes 500 Overnight Persons at One Time (PAOTs) to expand camping. PAOTs are the number of people that a recreation use can accommodate at a given time (a measure of recreation capacity). The site of the proposed use is private property and is not otherwise limited to use as a recreational facility. The proposed use of the site as a campground offers a greater public benefit and access to recreation than the previously approved residential use, and other potential uses of private property. The proposed project will allow more visitors to camp near Lake Tahoe and access nearby recreational amenities, including Nevada Beach and Round Hill Pines Beach. There is a need for the project because it supports implementation of the TRPA's Regional Plan and Plan Area Statement.

B. The project complies with the Goals and Policies, the applicable plan area statements, and Code;

The Rabe Plan Area Statement encourages expanding camping areas. Developed campgrounds are an allowed use. TRPA reviewed the project and found it complies with the Regional Plan Goals and Policies, the Rabe Plan Area Statement, and TRPA Code.

C. The project is consistent with the following TRPA maximum allowances for outdoor recreation:

1. 6,114 people at one time ("PAOT") in overnight facilities;
2. 6,761 PAOT in summer day-use facilities;
3. 12,400 PAOT in winter day-use facilities; and
4. Plus the allocations set forth in the plan area statements, or the pools of reserved PAOT capacity;

Of the 6,114 overnight PAOTs allocated under the Regional Plan, only 394 have been allocated to projects. No new overnight PAOTs have been allocated by TRPA since 2006. The Rabe Plan Area Statement has 500 overnight PAOTs allocated to it. Per TRPA Code, Section 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs. TRPA has reserved 212 PAOTs (ref. TRPA-ALLOC-2640) for the proposed campground. The allocation of PAOTs to the proposed project is consistent with all applicable maximum allowances.

D. The project meets the findings adopted pursuant to Article V(g) of the Compact as set forth in Chapter 4: Required Findings, as they are applicable to the project's recreational service capacity; and

TRPA made the required Article V(g) findings. Refer to Attachment H of the staff report.

E. If the project requires PAOT allocations, it is consistent with the TRPA Environmental Improvement Program.

The Tahoe Region offers an abundance of recreational opportunities highly valued by visitors and residents and these recreational resources are one of the major drivers of the regional economy and contribute to the quality of life in the Tahoe Region. Factors that influence recreation are the availability of recreational opportunities, the number of visitors using recreation sites, the conditions of the environment and developed recreation facilities, and the ease of accessing recreation sites. The Environmental Improvement Program targets increasing recreation opportunities and adding available access to public land and Lake Tahoe's shoreline.

The proposed campground is on private land, but will be available to the public. The project will expand public access to Nevada Beach and Round Hill Pines Beach and other nearby recreation amenities. Thus, it is consistent with TRPA's Environmental Improvement Program.

TAHOE REGIONAL PLANNING AGENCY

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GOVERNING BOARD ACTION SHEET
Regular Meeting –September 24, 2025

Items	Action Taken
Consent Calendar-TRPA/TMPO	See Below
Bike Trail Project: Placer County Segment One of the North Tahoe Regional Bike Trail This 2.4-mile segment of trail goes from the North Tahoe Regional Park to Carnelian Bay in Placer County, CA TRPA File No. EIPC2025-0006, Environmental Improvement Program No. 03.02.02.0003	The TRPA Governing Board approved the Bike Trail Project: Placer County Segment One of the North Tahoe Regional Bike Trail This 2.4-mile segment of trail goes from the North Tahoe Regional Park to Carnelian Bay in Placer County, CA TRPA File No. EIPC2025-0006, Environmental Improvement Program No. 03.02.02.0003
Developed Campground Project: Globetrotters Properties, LLC developed campground with 53 camp sites and accessory uses at 176 U.S. Highway 50, Douglas County, NV, Assessor's Parcel Number (APN) 1318-22-001-013, TRPA File No. ERSP2024-1277	The TRPA Governing Board approved the Developed Campground Project: Globetrotters Properties, LLC developed campground with 53 camp sites and accessory uses at 176 U.S. Highway 50, Douglas County, NV, Assessor's Parcel Number (APN) 1318-22-001-013, TRPA File No. ERSP2024-1277
Transparency, Accountability, and Compliance Tracking Update and Recommendations	The TRPA Governing Board approved the Transparency, Accountability, and Compliance Tracking Update and Recommendations
Executive Director Status Report	Informational only
General Counsel Status Report **1)** Explanation of Local Agency Obligations under the Phase II Housing Amendments (adopted December 2023)	Informational only

The following TRPA Consent Calendar item was accepted/approved:

1. August Financials
2. Release of FY 2026 Nevada Funding to the Tahoe Transportation District
3. Advisory Planning Commission (APC) Membership reappointment for the Douglas County Lay Member, Garth Alling

COMMUNITY DEVELOPMENT
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Director

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Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

MEMORANDUM

Date: September 17, 2026

To: Douglas County Board of County Commissioners

From: Linda Doherty, Assistant Planner

Subject: Appeal of Design Review approval for the Talaz Eco-Camp

I. REQUEST

For possible action. Discussion of Appeal 2026-APPEAL-0003, an appeal of the Planning Commission's decision to approve Major Design Review DP25-0184, for a Developed Campground with 53 camping spaces and accessory structures that include a clubhouse for common use and an accessory dwelling for up to nine (9) employees. The subject property is located in the S-070B (Sports-oriented in the Rabe Community Plan Area) in the Tahoe Basin, near the southwesterly intersection of Elks Point Road and Highway 50. The appellant is G&T Properties LLC and the appellant's representative is Samantha Vanillo of Womble Bond Dickinson LLP. The original applicant for the Design Review is Jamie Schmidt of JLS-Development, on behalf of Globetrotters Property LLC (property owner). APN 1318-22-001-013.

II. RECOMMENDATION

First, the Board of County Commissioners must determine if the Appellant has standing to Appeal. If so determined, the Board of County Commissioners can:

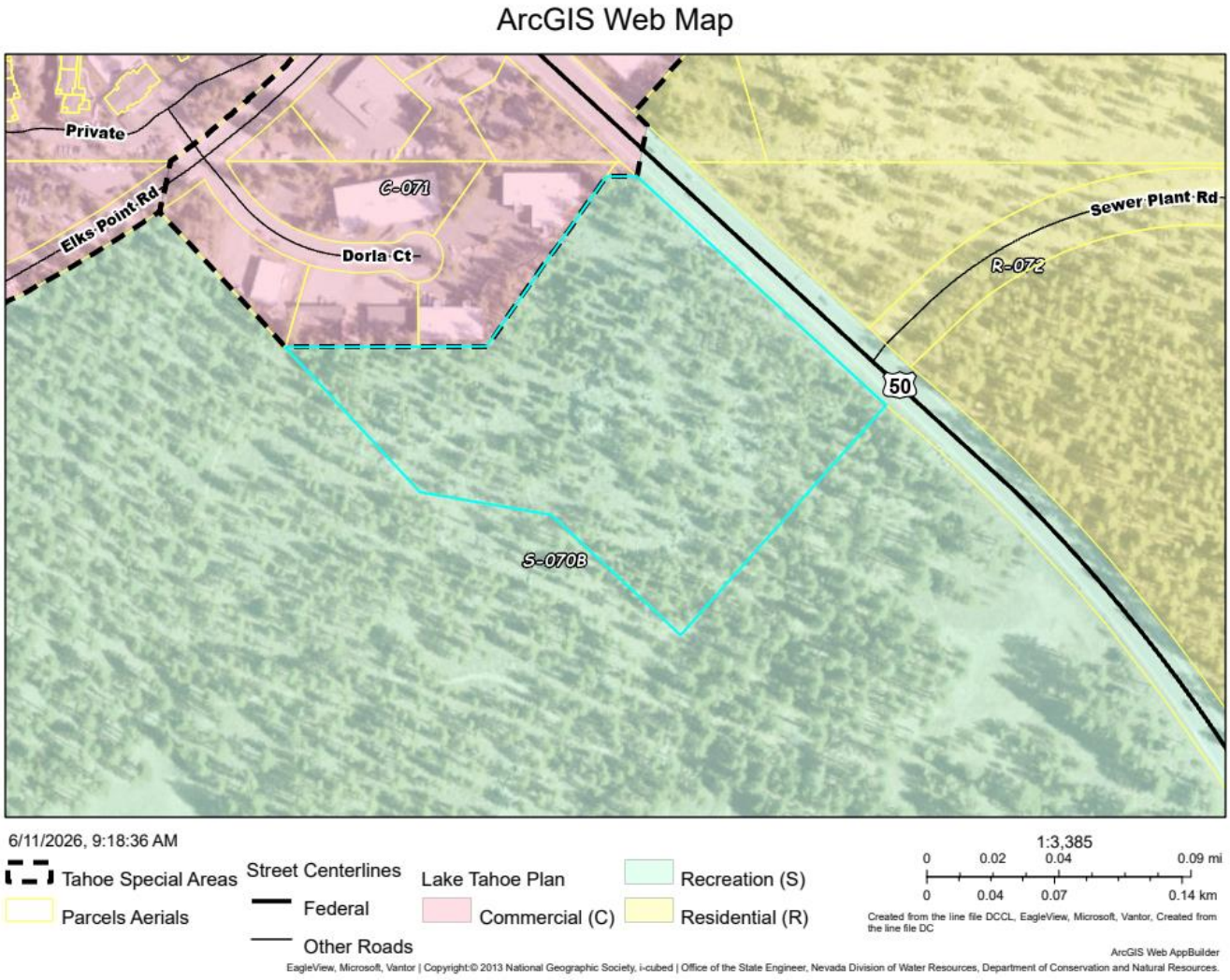
1. Affirm the decision, upholding the approval of the Design Review, because the findings listed in DCC 20.614.040 are met; or
2. Modify the decision, consistent with the provisions of Douglas County Code; or
3. Reverse the decision, denying the Design Review approval, subject to any applicable conditions, because the findings listed in DCC 20.614.040 are not met.

III. SUMMARY

Appellant/Owner:	Gary and Tracy Saunders, G&T Properties LLC
Appellant Representative:	Samantha Vanillo of Womble Bond Dickinson LLP
APN:	1318-22-001-013

Zoning Designation:	PF (Public Facilities)
Master Plan Designation:	Community Facilities
Surrounding Zoning:	S-070B (primarily sports-oriented or recreation character in the Rabe Community Plan area in the Tahoe Basin)

Zoning and Site Map:



IV. BACKGROUND AND DISCUSSION

This is an appeal of a Design Review that was approved by staff on or about April 27, 2026.

The Design Review process commenced on or about February 15, 2023, when Globetrotter Properties LLC ("Globetrotter") attend a pre-application with staff to discuss the requirements for their proposed campground project. At that time, staff informed Globetrotter that it must obtain TRPA approval prior to submitting a final Design Review application to the County.

On or about September 17, 2025, TRPA's governing board approved the project, including the designation of the project as a Developed Campground. No appeals were filed.

On or about October 25, 2025, Globetrotter submitted the final Design Review application to the County. Noticing pertaining to the Design Review was sent out to neighboring property owners on or about January 23, 2026.

On or about February 27, 2026, appellant G&T Properties LLC ("G&T") submitted a public records request related to the application. On or about March 18, 2026, legal counsel for G&T contacted County staff regarding the application. It is not clear whether this communication was made in writing.

On or about April 27, 2026, the Design Review was approved by staff. That same day, G&T submitted a written objection to the Design Review.

On or about May 8, 2026, G&T submitted an appeal for review by the Planning Commission. Staff informed G&T's counsel that since the land use designation of "Developed Campground" had been reviewed and approved by the TRPA Governing Board at a properly-noticed public hearing, the appeal should focus on the required findings for a County-approved Design Review and not whether "Developed Campground" was the correct land use designation for the project.

G&T's appeal identifies 5 bases for appeal: (1) the project was mischaracterized as a "Developed Campground," (2) the project is impermissibly intense under the Rabe Meadow Plan Area Statement, (3) the project improperly relies on accessory-use provisions for employee housing, (4) the conditional approval is materially inconsistent with the project application, and (5) Design Review findings (A) and (G), required by DCC 20.614.040, cannot be met.

Staff's response to the appeal is set forth in this Staff Report and Staff Report Addendum. Globetrotter submitted a response to the appeal, which is also attached.

The appeal was heard by the Planning Commission on July 14, 2026 and they voted 6-0 to deny the Appeal.

On July 28, 2026 the Appellant filed an Appeal to the Planning Commission's decision, to now be heard by the Board of County Commissioners. Their basis for appeal remains the same.

The applicant describes the proposed project as follows: “an innovative campground designed to provide a distinctive and environmentally responsible recreational experience for visitors seeking to enjoy the natural beauty of the Lake Tahoe region. The sustainability-focused development will feature temporary and permanent camping shelters, supporting infrastructure, guest amenities, and accessory uses. The camping units have been carefully designed to enhance the visitor experience while promoting a strong connection to the site's natural setting.

The project emphasizes environmental stewardship through the preservation of existing natural features, vegetation, and resources, while minimizing disturbance to the surrounding landscape. In addition, the campground will provide convenient access to nearby hiking and biking trails, lake-oriented recreational opportunities, and a variety of year-round outdoor activities, including winter recreation. Collectively,

these elements are intended to create a high-quality destination that balances visitor enjoyment with long-term environmental sustainability."

The approximately 9-acre project site is located near the southwestern intersection of Elks Point Road and U.S. Highway 50 in Zephyr Cove, within Plan Area Statement (PAS) 070B – Rabe. PAS 070B is designated with a Recreation land use classification, under which developed campgrounds are an allowed use at a density of up to eight sites per acre, permitting a maximum of 72 campground sites on the property.

The proposed development includes 53 camping shelters situated on elevated decks, consisting of 26 camping shelters and 9 treehouses designed for year-round occupancy, as well as 18 dome structures intended for seasonal use. On-site employee housing will be provided in a single accessory residential structure accommodating up to nine employees during peak operational periods, with staffing levels anticipated to decrease to approximately six employees during the off-season. The original Project Description included two separate housing units, however only one structure is approved for employee housing.

To support the project's sustainability objectives and reduce reliance on personal vehicles, there will be 30 e-bikes, two electric shuttle vans for alternative transportation, and recreational equipment rentals available for guests only.

Facilities/Amenities include:

Clubhouse: communal kitchen, wellness multipurpose room, edible garden on balcony, digital nomad space, conference room, communal eating area, caterer's kitchen, and educational wall for guests outlining the sustainable and eco-friendly practices of the campground.

Three **Comfort Stations**: communal restroom and showers. Two of the three comfort stations will additionally include a sauna and outdoor hot tub.

Event Lawn: multipurpose use for seasonal events and weddings, offered only to guests; closed to the public.

Barbecue Pavillion: communal grill space, self-pour beverage wall and lounge area. The space can also be used for catering services.

Recreational Equipment Rentals: stand-up paddleboards, sleds, kayaks, and electric bike rentals for guests.

Fire Pits and two **Nature-inspired Playgrounds**.

Shuttles: two electric shuttle vans will be available to campground guests with service to and from the airport, skiing, shopping, restaurants, beaches, etc.

The site is undeveloped; access to the site will be from Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Highway 50,

but it will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site, connecting camp sites to the clubhouse, barbecue pavilion, comfort stations and other amenities.

On February 15, 2023 Globetrotter Properties LLC and their representatives attended a Pre-application meeting with staff to discuss requirements for their proposed upscale campground project. Meeting notes were provided; it was stressed to the applicant that they must get approval from the Tahoe Regional Planning Agency (TRPA) before submitting a Major Design Review to the County, per 20.702.050 Uses in plan area statement areas.

A. The definition of the uses are contained in chapter 21 in the TRPA Code of Ordinances.
B. The table contained herein does not include the uses allowed or subject to special use provisions for short zone tolerance districts zoning with a TD suffix. The uses in these areas shall be determined by referring to the applicable plan area statement.
C. The following notations apply for the table:
    1. The letter P indicates that the use is permitted (TRPA) review required;
    2. The letter D indicates that the use is subject to TRPA review, and County design review is required;
    3. The letter S indicates that the use is subject to issuance of a county special use permit, and county design review is required;
    4. The letter T indicates that the use is subject to issuance of a TRPA special use permit, and County design review is required; and
    5. A blank space indicates that the use is prohibited.

20.702.2B PAS 067-074, use tables:

Primary Uses	Zoning District							
Prefix > PAS Identifier > Suffix >	R 067	C 067 SA1	T 067 SA2	S 068	R 069	R 070A	S 070 B	P 072
V. RECREATION								
Beach Recreation	P	P	P	P	P	P	P	
Boat Launching Facilities								
Cross Country Ski Courses				T		T	T	T
Day Use Areas	D	D	D	D	D	D	D	D
Developed Campgrounds				D			D	

On September 17, 2025, this project was presented to and approved by TRPA's Governing Board. At that time there were no Appeals submitted to TRPA.

On October 25, 2025 the Major Design Review was submitted to Douglas County. Once the first round of corrections were received, noticing was sent out on January 23, 2026 to abutting parcels per DCC 20.20.030. Due to other corrections required and re-reviews, followed by TRPA review of staff's conditions of approval, the Design Review was approved on April 27, 2026.

The Appellant's Representative, Samantha Vanillo, submitted the Appeal to staff's decision to approve the project with conditions on May 8, 2026, within the allowable appeal period. Staff had a telephone conversation with Ms. Vanillo to advise that since the land use was determined and approved by TRPA at public hearing (TRPA Governing Board) and noticed appropriately, the appeal would have to focus on the required findings and not the approved land use of Developed Campground. Ms. Vanillo is presenting this appeal based on her determination that the land use is mischaracterized.

Code Sections:

TRPA Code of Ordinances, Table 21.4-A: List of Primary Uses and Use Definitions:
"Developed Campground": Land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle, and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities.

Douglas County Code, 20.660.060.B
Campground means an area of land on which accommodations for occupation on a transient basis are located or may be placed. This includes, but is not limited to, tents and recreational vehicles.

1. Actual density will be established in the special use permit; in no case shall a campground contain more than eight campsites per acre;
2. A minimum 50-foot landscaped buffer is required adjacent to private lands;
3. This use is subject to the special standards found in section 20.668.030.

V. REVIEW AND FINDINGS

The Board of County Commissioners must first determine whether the appellants have standing, and then whether the appeal should be granted. The basis for the appellants' standing is set forth in their Appeal Justification letter, section I.

With regard to standing, DCC 20.28.020(B)(1)(ii) provides that any person with a legal or equitable interest in property within the noticing radius of the project, who appears before the decision maker (i.e., the Planning Commission), is deemed to have standing. The appellants, Gary and Tracy Saunders of G&T Properties LLC, own property within the noticing radius, located at 303 Dorla Court, at the southwest intersection of Dorla Court and Elks Point Road. County staff, therefore, does not contest that those appellants have standing to appeal.

Design Review Findings

Pursuant to Douglas County Code Section 20.614.040, evaluation of the impact of the design review on and its compatibility with surrounding properties and neighborhoods to ensure the appropriateness of the development must make the eight findings (A-H). Because the property is within the jurisdiction of the Tahoe Regional Planning Agency (TRPA), the proposed project has previously undergone a review at public hearing by TRPA's Governing Board on September 17, 2025. The findings of TRPA are incorporated into this staff report and are located below.

A. The proposed development is consistent with the goals and policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;

Staff Response: This finding can be made. The project site is within the Rabe Meadows plan area statement (PAS 070B), which has a recreation land use designation. The Rabe Meadow PAS states that existing recreation uses should continue and the public beach and camping areas should be expanded. Developed campgrounds are an allowed use in the Rabe PAS. The project proposes 53 campsites, including 18 dome structures, 9 tree houses, and 26 sleeping shelters, all serving transient guests consistent with their recreational intent. None of the structures have kitchens and only 7 units (13%) have en-suite bathrooms. The design and layout align with the master plan policies promoting sustainable tourism, outdoor recreation, and environmentally responsible development. The proposal also meets applicable standards for density (53 units, within the allowable 72 allowed) and building (proposed range is 10 feet to 23 feet, below the maximum of 30 feet to 38 feet). The proposed use of the site as a campground meets the objectives of the Rabe PAS.

The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the developed campground use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS and offers a greater public benefit than the previously approved residential use. The property use is also consistent with the national trend to provide permanent structures for overnight lodging, such as yurts, domes, and tree houses at campgrounds.

TRPA: The project requires TRPA Governing Board review and approval per TRPA code 2.2.2.E: R*ecreation*, for recreation projects involving new facilities or additions involving more than 3,000 square feet of building floor area, more than 3,500 square feet of land coverage, or allocation of Persons at One Time (PAOT). TRPA code 202020A.1.h also requires Governing Board review and approval for substantial tree removal per TRPA 61.1.8.

Regional Plan compliance: The proposed project, as conditioned in the draft permit, is consistent with the TRPA goals and policies, Rabe PAS, TRPA design review guidelines, and TRPA Code of Ordinances, including all required findings.

The project is consistent with **Policy R-4.5** of the Goals and Policies which provides: NEW CAMPGROUND FACILITIES SHALL BE LOCATED IN AREAS OF SUITABLE LAND CAPABILITY AND IN PROXIMITY TO THE NECESSARY INFRASTRUCTURE.

The project is also consistent with **Policy R-3.3** of the Goals and Policies which provides: PROVISIONS SHALL BE MADE FOR ADDITIONAL DEVELOPED OUTDOOR RECREATION FACILITIES CAPABLE OF ACCOMMODATING 6,114 PAOT IN OVERNIGHT FACILITIES. 500 overnight PAOTs have been allocated to PAS 070B to support developed campgrounds in this area. An allocation of 212 PAOTs has been requested to accommodate 53 campsites.

TRPA 50.9.3.1: Required findings for approval of additional recreational facilities under TRPA Code.

TRPA 50.9.3.A: There is a need for the project: Ensuring the availability of recreational opportunities and maintaining the recreational values of the Region is declared as among the fundamental purposes of TRPA. The Rabe PAS encourages expanding camping areas. The site of the proposed use is a private property and is not otherwise limited to use as a recreational facility. The proposed project will allow more visitors to camp near Lake Tahoe and access nearby recreational amenities, including Nevada Beach and Round Hill Pines Beach. This project supports implementation of TRPA's Regional Plan and Plan Area Statement.

At a briefing on the Meeks Bay Restoration Project, a representative from the Forest Service explained that they had received support for integrating glamping style eco-structures into campgrounds, stating "From the Forest Service perspective and the trends that they see in recreation, providing tent only camping sites does not fit with trends in recreation as well as the facilities that we see demand for. Structures like yurts are used by a lot of entry level users since it is cheaper to rent for a family as opposed to purchasing a tent, sleeping bags, etc." (July 28, 2021 TRPA Governing Board Meeting Minutes p. 26-27).

TRPA 50.9.3.B: The project complies with the Goals and Policies, the applicable PAS and Code. The Rabe PAS encourages expanding camping areas. Developed Campgrounds are an allowed use. TRPA has reviewed the project and found it complies with the Regional Plan Goals and Policies, the Rabe PAS and TRPA Code.

TRPA 50.9.3.C: The project is consistent with the following TRPA maximum allowances for outdoor recreation:

1. 6,114 people at one time (PAOT) in overnight facilities;
2. 6,761 PAOT in summer day-use facilities;
3. 12,400 PAOT in winter day-use facilities; and
4. Plus the allocations set forth in the PAS, or the pools of reserved PAOT capacity. Of the 6,114 overnight PAOTs allocated under the Regional Plan, only 394 have been allocated to projects to date. No new overnight PAOTs have been allocated by TRPA since 2006. The Rabe PAS has 500 overnight PAOTs allocated to it. Per TRPA Code 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs. TRPA has reserved 212 PAOTs for the proposed campground. The allocation of PAOTs to the proposed project is consistent with all applicable maximum allowances.

TRPA 50.9.3.D: The project meets the findings adopted pursuant to Article V(g) of the Compact as set forth in Chapter 4: Required Findings, as they are applicable to the project's recreational service capacity. TRPA has made the required Article V(g) findings.

TRPA 50.9.3.E: If the project requires PAOT allocations, it is consistent with the TRPA Environmental Improvement Program. The Tahoe Region offers an abundance of recreational opportunities highly valued by visitors and residents, and these recreational resources are one of the major drivers of the regional economy and contribute to the quality of life in the Tahoe Region. Factors that influence recreation are the availability of recreational opportunities, the number of visitors using recreation sites, the conditions of the environmental and developed recreation facilities, and the ease of accessing recreation sites. The Environmental Improvement Program targets increasing recreation opportunities and adding available access to public land and Lake Tahoe's shoreline. The proposed campground is on private land but will be available to the public. The project will expand public access to Nevada Beach and Round Hill Pines Beach and other nearby recreation amenities. Thus, it is consistent with TRPA's Environmental Improvement Program.

B. The proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods. These improvements or modifications may include but shall not be limited to the placement or orientation of buildings and entryways, parking areas, buffer yards, and the addition of landscaping, walls, or both;

***Staff Response**:* This finding can be made. The project is compatible with existing and planned land uses in the surrounding area and maintains the character of the Rabe Meadow recreation corridor.

This site is adjacent to existing recreation uses such as the Zephyr Cove Campground, Nevada Beach Campground, and 4-H Camp Tahoe. Zephyr Cove Campground and 4-H Camp Tahoe both have permanent lodging structures such as cabins, as opposed to temporary tents. These three campgrounds are not enough to support the campground demand as reservations must be made the previous season to secure a future spot. Nevada Beach is within walking distance and receives upwards of one million visitors annually. The proposed design integrates natural material, muted tones, and low-profile architecture to minimize the visual impacts along U.S. Highway 50, a TRPA-designated scenic travel route. Structures are disbursed among existing trees to preserve natural screening and maintain the forested character. Noise, lighting, and activity levels are compatible with nearby recreational facilities. Ingress and egress from the project will be from Elks Point Road through a U.S. Forest Service-owned parcel. The access road will be constructed within an 80-foot-wide easement. A gated emergency vehicle access driveway will be provided from Highway 50. Regular ingress and egress will not be from Highway 50.

TRPA Analysis: Density: The maximum site density for developed campgrounds in the Rabe PAS is eight sites per acre. The maximum allowed density for the subject site is 72 sites. The proposed campground density is 53 sites. TRPA Code 21.3.2 allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation.

Development rights: The Rabe PAS has 500 overnight Persons at One Time (PAOTS) allocated to it. PAOTs are the number of people that a recreation use can accommodate at a given time (a measure of recreation capacity). Per TRPA Code 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs. TRPA has reserved 212 PAOTs (ref. TRPA-ALLOC-2640) for the proposed campground.

TRPA 30.4.2.A.2 – The maximum land coverage for linear public facilities and public health and safety facilities is limited to the minimum amount needed to achieve their public purpose. Such transfer may be permitted, provided TRPA makes the following findings:

TRPA 30.4.2.A.2.a – The project complies with required findings for additional public service facilities, if required pursuant to Sec. 50.8.

TRPA 30.4.2.A.2.b – There is no feasible alternative that would reduce land coverage.

TRPA 30.4.2.A.2.c – The project, because of its unusual configuration or service requirement, requires special consideration.

TRPA 30.4.2.A.2.d – The facility primarily serves the needs of persons other than those who are or will be residents of the lands in question, or the owners of the land in question.

The permittee is proposing to construct a driveway to the subject site through an access easement on a US Forest Service parcel. The access easement is within LCD Class 4, which is considered high-capability land suitable for development. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant is proposing to transfer 2,151 square feet of land coverage to the access easement. The proposed driveway is needed for guests and staff to access the subject site. Although the subject site

could be accessed directly from US Highway 50, the project applicant is proposing to access the site via Elks Point Road due to US Highway 50's traffic volumes and scenic corridor designation.

The following is a response to appellant's allegation of the project improperly relying on accessory-use provision for employee housing:

Employees will be able to reside on-site in an accessory dwelling unit. Accessory dwelling units are regulated pursuant to the regulations applicable to the primary use upon which the accessory use is dependent. TRPA 12.3.1.E lists under the category "Recreation" accessory uses such as "employee facilities other than housing units" as well as "accessory dwelling units." By including "employee facilities other than housing," the code is simply creating a category for facilities for employee use in addition to accessory dwellings that may be used as employee residences. This section of the code does not prohibit employee housing in an accessory dwelling unit. TRPA 21.3.2.B further states that "one accessory dwelling unit shall be considered an accessory use where the primary use is a …recreational use. These units may include … a caretaker residence …" The TRPA Code clearly provides for one accessory dwelling unit as an employee residence where the primary use of the property is recreational in nature. In fact, the TRPA explicitly approved one accessory dwelling unit for employees to reside in when it approved the project. Providing three rooms in an accessory dwelling that may house up to nine employees reduces vehicle miles travelled in the Tahoe region and will allow affordable housing for employees in an area where affordable housing is at a premium. The TRPA Staff Report, in its project description of the developed campground, indicates that there will be "one accessory dwelling unit for employees". Therefore, the TRPA in approving the proposed project has approved the subject accessory dwelling unit in which employees may reside.

C. The proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;

***Staff Response**:* This finding can be made. Ingress and egress from the project will be from Elks Point Road through a US Forest Service-owned parcel. The access road will be constructed within an 80-foot-wide access and utility easement. A gated emergency vehicle access driveway will be provided from US Highway 50. Regular ingress and egress will not be from US Highway 50 and will not cause traffic disturbances along US Highway 50. The proposed project will generate 615 daily vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average daily VMT. The site connected to the Stateline to Stateline Bikeway, which provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hills Shopping Center. A total of 30 bikes will be available on-site, free to use between 7:30am and 8:30pm for guests staying at the campground. Two electric shuttle vans will be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, et. The project includes 59 parking spaces (one per each of the 53 campsites, three for the ADU, one for the manager, and two for the shuttles). Six EV charging stations will be available to the guests.

TRPA: Mobility/Vehicle Miles Traveled/Parking: The project will generate 615 vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average annual daily VMT. The increase in VMT will be mitigated through the payment of a $127,385 mobility mitigation fee ($207.13 per average VMT). The mobility mitigation fee can be used by Douglas County for projects that align with the goals of the Regional Transportation Plan, such as building bicycle or pedestrian infrastructure. The subject site is connected to the Stateline-to-Stateline Bikeway. The Stateline-to-Stateline bikeway provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hill Shopping

Center. A total of 30 bikes will be available on-site, free to use between 7:30am and 8:30pm for guests staying at the campground. Two electric shuttle vans will also be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, etc. The project includes 59 parking spaces (one per each of the 53 campsites, three for the ADU, one for a manager, and two for shuttles). Six EV charging stations will be available to guests.

D. The proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets;

***Staff Response**:* This finding can be made. Ingress and egress from the project will be from Elks Point Road through a US Forest Service-owned parcel. The access road will be constructed within an 80-foot-wide access and utility easement. A gated emergency vehicle access driveway will be provided from US Highway 50. Regular ingress and egress will not be from US Highway 50 and will not cause traffic disturbances along US Highway 50.
TRPA: Mobility/Vehicle Miles Traveled/Parking: The project will generate 615 vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average annual daily VMT. The increase in VMT will be mitigated through the payment of a $127,385 mobility mitigation fee ($207.13 per average VMT). The mobility mitigation fee can be used by Douglas County for projects that align with the goals of the Regional Transportation Plan, such as building bicycle or pedestrian infrastructure. The subject sire is connected to the Stateline-to-Stateline Bikeway. The Stateline-to-Stateline Bikeway provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hill Shopping Center. A total of 30 bikes will be available on-site, free to use between 7:30am and 8:30pm for guests staying at the campground. Two electric shuttle vans will also be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, et. The project includes 59 parking spaces (one per each of the 53 campsites, three for the ADU, one for a manager, and two for the shuttle). Six EV charging stations will be available for guests.

E. The proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties;

***Staff Response**:* This finding can be made. All structures are designed to harmonize with the surrounding forest and mountain environment. Natural and muted tones, limited lighting (shielded and dark-sky compliant), and clustered siting minimize visibility from scenic corridors. Landscaping emphasizes native species, low water use, and habitat continuity. The main lodge and comfort stations feature low rooflines and natural finishes, blending with the site's topography and vegetation.
TRPA: Scenic: The parcel is visible from US Highway 50 and is within Roadway Travel Route #31: *Meadow*, which is in scenic attainment. The new structures will be required to comply with the TRPA Design Review Guidelines, which means the project must use earthtone colors and non-reflective building materials. Existing and proposed vegetative screen will help to scree the proposed buildings from US Highway 50.

Height: All structures are below the maximum height limits in TRPA Code, Table 37.4.1-1: *Maximum Height for Buildings.*

TRPA 37.5.1 – TRPA may approve building heights over 26 feet, up to the maximums set forth in Table 37.4.4-1, if the following findings set forth in 37.7 are made. The proposed structures comply with TRPA Code, Chapter 37: *Height:* The sleeping shelters, domes, and comfort stations are all below 26 feet in height, which do not require special height findings. The treehouses, BBQ Pavilion, ADU, and main lodge are all above 26 feet in height which require special height findings under TRPA 37.7.1, 37.7.2, 37.7.3 and 37.7.8.

TRPA 37.7.1 – When viewed from major arterials, scenic turnouts, public recreation areas, or the water of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in table 37.4.1-1. For a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines. The additional height will not extend beyond the forest canopy. The project is not located in the shoreland.

TRPA 37.7.2 – When outside a community plan, the additional height is consistent with the surrounding uses. The additional height is consistent with surrounding uses, including office buildings located on Dorla Court.

TRPA 37.7.3 – With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practical. Existing vegetation will be preserved, and new landscaping will be added to screen buildings from US Highway 50. Non-reflective, earthtone exterior materials will be used. Views from US Highway 50 should not be impacted by the project.

TRPA 37.7.8 – The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height. The maximum height at the corner of two exterior walls is the difference between the point of lowest natural ground elevation along an exterior wall of the building and point at which the corner of the same exterior wall meets the roof. The standard shall not apply to an architectural feature described as a prow. The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height.

F. The project is not located within an identified archeological/cultural study area, as recognized by the county. If the project is located in a study area, an archeological resource reconnaissance has been performed on the site by a qualified archeologist, and any identified resources have been avoided or mitigated to the extent possible per the findings in the report;

***Staff Response**:* This finding can be made as this project is not in a known archeological/cultural study area recognized by Douglas County.
TRPA: Historic and cultural activities are known to have existed within the larger vicinity of the project site, however, no known resources have been recorded or documented on the subject parcel. The TRPA draft permit includes a condition requiring the permittee to cease all grading and notify TRPA immediately if previously unknown or undocumented historic, pre-historic, or paleontological materials appearing to be 50 years or older are discovered during grading activity. TRPA will then suspend all grading and consult with the Washoe Tribe and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner will be required to provide protection for the discovered material during this period.

G. The proposed development complies with all additional standards imposed on it by the particular provisions of this chapter, the Douglas County design criteria and improvement standards and all other requirements of this title applicable to the proposed development and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of chapter 20.100; and

***Staff Response**:* This finding can be made. The project has secured will-serve letters from KGID (water), NV Energy, Southwest Gas, DCSID (wastewater), Charter/Spectrum, and Frontier. Access is provided via Elks Point Road with sufficient sight distance and turn lanes meeting Douglas County and NDoT standards. The project provides 59 parking spaces (meeting code) and internal circulation via stabilized gravel drives. A dedicated employee ADU (not to exceed 1,000 square feet of habitable space) provides on-site staff present/housing for operational safety. The project's VMT of 615 is well below the 715 screening threshold, ensuring no significant transportation impacts. Two electric shuttle vans and 30 complimentary e-bikes further reduce vehicle dependency.

H. The proposed development will not be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity.

***Staff Response**:* This finding can be made. The proposed project has been thoughtfully designed as a sustainability-focused campground that provides guests with an immersive outdoor experience while preserving the site's natural character. Each camping unit has been carefully sited and designed to enhance the guest experience by fostering a strong connection to the surrounding landscape and the natural beauty of the area. The project emphasizes environmental stewardship through the preservation of existing natural features while providing convenient access to nearby hiking and biking trails, lake recreation, and winter sports opportunities. To further support sustainable transportation and reduce vehicle trips, the campground will offer electric bicycles, recreational equipment rentals, and two electric shuttle vans for guest use.

The 50-foot landscaped buffer zone between campsites and adjacent private lands is being enforced as required under DCC 20.660.060.A.2. This buffer zone will create visual screening between the proposed campground and commercial uses on Dorla Court.

TRPA: TRPA 61.1.5 – Prior to approval of a tree-related project by the TRPA, findings are required based on a report from a qualified forester that the project is consistent with Chapter 61. TRPA Code 61.1.8: *Substantial Tree Removal*, states that substantial tree removal consists of activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches in diameter at breast height (DBH) or larger. TRPA 2.2.1.A.h, requires the Governing Board to approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58 percent of the trees on site being removed for the construction of roads, buildings, camp sites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement which crosses federal lands administered by the US Forest Service. The Plan indicates that 54 trees, 14 inches DBH and greater will be removed. A TRPA Forester reviewed the Plan on behalf

of the Agency and found that the Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the plan.

Wildlife: The proposed project may result in impacts to nesting birds during tree removal and construction activities during the nesting season (March 15-August 31), which would result in violation of the Migratory Bird Treaty Act of 1918. In order to offset impacts to nesting bird species the following mitigation measure shall be implemented: A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season, a qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biologist monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact in nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the US Fish and Wildlife Services (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impact to identified migratory bird nests.

Environmental Review: The applicant has prepared an Initial Environmental Checklist (IEC) to analyze potential environmental impacts caused by the project and TRPA staff completed a Project Review Conformance Checklist and V(g) Findings. Based on the IEC, Project Review and Conformance Checklist and V9g) Findings, and conditions in the draft permit, staff is recommending that a Finding of No Significant Effect be made for the proposed project.

TRPA 3.3.2.A-C – The proposed project could not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with the Rules of Procedure, Section 6.6. Based on the information provided in the TRPA Staff Report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, staff concludes there is sufficient evidence that the proposed project, with the conditions in the draft permit, will not have a significant effect on the environment.

TRPA 4.4.1.B – The project will not cause the environmental threshold carrying capacities to be excluded. TRPA staff completed the “Project Review Checklist and Article V(g) Findings: in accordance with Chapter 4.3 of the TRPA Code of Ordinances. All responses indicate compliance with the environmental threshold carrying capacities. The applicant also completed an IEC. No significant environmental impacts were identified and staff concludes the project will not have a significant effect on the environment.

TRPA 4.4.1.C – Wherever federal, state or local air and water quality standards applicable for the Region, whichever are strictest, must be attained and maintained pursuant to Article V(g) of the TRPA Compact, the project meets or exceeds such standards. TRPA is requiring that all potential environmental impacts of the project be mitigated through the project design, including the installation of both temporary and permanent Best Management Practices, and payment of mobility and water quality mitigation fees. The project must also comply with all Douglas County and State of Nevada requirements. As a result, upon completion, the project will not adversely affect air or water quality standards.

TRPA 33.3.6.B – Excavation in excess of five feet in depth or where there exists a reasonable possibility of interference or interception of a water table shall be prohibited unless TRPA finds that (per 33.3.6.B.1) a soil/hydrologic report prepared by a qualified professional, which proposed content and

methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation. Maximum excavation depths are limited to five to 8 feet, consistent with the TRPA Soil Hydrologic Investigation for the project. TRPA staff found no evidence of groundwater within this depth range.

VI. Should the Appeal of Design Review approval be denied, the following conditions will apply to the project:

THE APPLICANT/OWNER SHALL COMPLY WITH THE CONDITIONS OF APPROVAL LISTED BELOW.

1. Applicant shall, at a minimum, obtain reviews/approvals from the following agencies for the improvements contemplated by the Design Review application:
    a. Douglas County General Building Permit
    b. Douglas County General Engineering Permit
    c. Tahoe Douglas Fire District
    d. Nevada Department of Transportation
    e. United States Forest Service
    f. Kingsbury Grade General Improvement District
    g. Douglas County Lake Tahoe Sewer Authority

The following conditions must be met concurrently with the submittal of a Site Improvement Permit or Building Permit application:

Building:

2. Plans submitted shall be designed to the following Codes:
    - 2024 Northern Nevada Code Amendments www.nnicc.org
    - 2024 International Building Code (IBC)
    - 2024 International Residential Code (IRC)
    - 2024 Uniform Mechanical Code (UMC)
    - 2024 Uniform Plumbing Code (UPC)
    - 2023 National Electrical Code (NEC)
    - 2024 International Existing Building Code (IEBC)
    - 2024 International Energy Conservation Code (IECC)
    - 2024 International Fuel Gas Code (IFGC)
    - 2024 International Mechanical Code (IMC)
    - 2024 International Swimming Pool and Spa Code (ISPSC)
    - 2024 International Fire Code (IFC)
    - 2024 International Urban Wildlife Interface Fire Code (WUI)
    - International Code Council A117.1-2017 Standards for Accessible and Usable Building and Facilities
    - Hazard Map Link: https://ascehazardtool.org/

Planning:

3. Provide evidence that the GIS Department has approved any new street names or addresses.

4. Submit revised site and architectural plans for review and approval. The plans must be in conformance with the (DCC), Title 20, and the (DCDCIS) including the following project specific items:
    a. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer. Landscape and irrigation plans must be consistent with both the DCDCIS and DCC, Title 20, Chapter 20.694 and Section 20.692.080 (D). A minimum 50-foot landscaped buffer is required adjacent to private lands (northerly boundary that abuts the commercial development on Dorla Ct.).
    b. Identify the location and dimensions of all exterior utility meters, transformers, rooftop equipment, roof access ladders, satellite dishes, HVAC equipment, solar panels, and other utility or mechanical equipment.
        i. All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.
    c. Trash enclosure details. Trash enclosures must comply with the standards set forth in Part I, Appendix A, of the DCDCIS, or applicable agency. Per recommendation from the Tahoe Interagency Bear Team (TIBT), bear boxes should be installed at the BBQ pavilion and other shared common areas.
    d. Bike rack location and detail plan. A minimum of **four (4)** bicycle rack spaces must be provided in accordance with DCC, Title 20, Section 20.692.080 (E).
    e. The driveway approaches shall be denoted to a minimum depth of 10 feet with interlocking pavers, stones, or other similar treatments.
    f. Each campsite shall be clearly defined and abut a driveway or other clear area with unobstructed access to an interior road.
    g. Interior access roads providing for continuous forward movement, connecting with a street or highway, and having a minimum width of 20 feet for a one-way street system and 30 feet for a two-way pattern. All driveways shall be hard surfaced with A/C paving, well-marked in daylight and lighted at night with at least the equivalent of a 100-watt lamp for each 100 feet.

5. All roof-mounted or elevated equipment must be fully screened from all sides of the building by means of parapet walls that are at least as high as the top of the units or other acceptable architectural elements.

The following conditions must be met at the time of the submittal of a Site Improvement Permit. To be submitted electronically through online portal. For any questions, please email Engineering@douglasnv.us:

Engineering:

6. Submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the DCDCIS including the following project specific items:
   a) Plans and reports shall comply with all local, state, and federal standards, including but not limited to the standards set forth in Chapters 20.04, and 20.800 to 20.840 of the Douglas County Code.
   b) Civil improvement plans must be submitted in conformance with Division 2.
   c) Construct internal roads to the Rural Local Road Section Detail A02.
   d) Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application, these must be bound to the civil plan set. It is the Design Engineer's responsibility to ensure no conflicts between the utilities.
   e) Final technical drainage report and plans must meet the requirements of Division 6 and Appendix D. The plans must show all necessary drainage easements and identify them as private.
   f) Final soil (geotechnical) report and plans must meet the requirements of Division 8.

7. Submit a receipt from the Nevada Division of Environmental Protection (NDEP) indicating that applications for commercial septic system(s), well(s), and all water main extensions have been made.

8. Provide evidence that the Nevada Department of Transportation (NDOT) has reviewed and approved any development within their jurisdiction.

Planning:

9. Comply with conditions placed on the permit (File # ERSP2024-1277) by the Tahoe Regional Planning Agency (attached), as well as recommendations by TIBT (also attached).

10. Submit a lighting plan in conformance with the DCC, Title 20, and DCDCIS plan showing the location, type, and detail of all exterior light fixtures as follows:
    a. Exterior lighting (photometric) plan consisting of point-by-point foot candle layout (based on a ten-foot grid center) extending a minimum of 20 feet outside the property lines required by the director shall be prepared by an electrical engineer registered in the state.
    b. Lighting must be placed so light does not spill over onto abutting properties.
    c. Light sources must be contained entirely within the fixture housing and be directed downward.
    d. Light bulbs must be completely recessed within the fixture or within the ceiling of a structure, such that there is less than 90-degree candle luminance cutoff and no excess light spillover into neighboring properties.
    e. The maximum parking lot fixture height is 15 feet within 100 feet of a residential zoning district and 25 feet in all other areas.
    f. Exterior lighting for hillside development may require additional measures for shielding.
    g. Lights identified as "Night Sky Friendly" are preferred.

The following conditions must be completed prior to the issuance of a Site Improvement Permit or Building Permit:

Engineering:

11. Prior to the issuance of a building permit provide receipts showing the water and sewer connection fees have been paid from:
    a. Kingsbury Grade General Improvement District
    b. Douglas County Lake Tahoe Sewer Authority

Building:

12. The applicant must submit plans to the respective Fire District for review and obtain approval.

The following conditions must be completed prior to the issuance of a Notice of Completion or Certificate of Occupancy:

Engineering:

13. For drainage that does not cross property lines and does not convey public water, submit a copy of a recorded deed restriction stating the following:

    "On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to ensure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County".

14. Provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for public utility easements, private drainage easements, or other easements. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor.

15. A private drainage easement shall be recorded through legal description and exhibit along with a separate document to address dominant and servient estates, what the easement is for, and what restrictions apply.

Planning:

16. Provide handicapped parking spaces, access aisles, loading zones, and ramps that comply with the Americans with Disabilities Act (ADA) and CABO/ANSI standards. The applicant is solely responsible for compliance with all ADA standards. The minimum number of parking spaces required is 67, therefore a minimum of 3 ADA parking spaces is required.

17. Perimeter landscaping along the interior property lines must be separated from the adjacent property by use of a concrete curb or an at least one-inch-thick redwood header board.

The following conditions are General Conditions applicable throughout the life of the project:

Engineering:

18. Maintain all on-site storm drainage facilities. Obstructing the flow or altering the course of a drainage channel is prohibited unless permitted by an authorizing agency.

Planning:

19. Each park constructed, operated and licensed, shall be limited solely and only to recreational vehicles, and shall not be converted or used as a manufactured home park without full compliance of all requirements governing manufactured home parks.

20. Each campground permittee shall perform faithfully the following:
    a. Keep and maintain a register in duplicate of all trailers and occupants located within the park at all times. This register shall contain:
        i. Name of each occupant;
        ii. License number, as well as the state issuing the license, make, model and year of each motor vehicle parked or stored;
        iii. Dates of arrival and departure of each motor vehicle;
        iv. A register shall be available at all times for inspection by law enforcement officers and others whose duties require such information. One copy shall accompany each quarterly payment, the other shall not be destroyed for a period of one year following date of departure;
    b. Maintain the park in a clean, orderly and sanitary condition at all times, and see that the provisions of this chapter are adhered to and enforced;
    c. Occupancy limited to a transient basis.

21. No use authorized by this Design Review shall be enlarged, extended, increased in intensity, or relocated. Any request for modifications to the approved Design Review must be submitted to the Community Development Department for review. All modifications must be clouded or otherwise identified on the plans and within the revision block. All revisions are subject to applicable review requirements and fees.
    a. Exterior lighting may require shielding, replacement, or removal of fixtures as necessary to reduce significant off-site impacts of lighting.

b. Modified landscaping plans must be sealed and signed by their preparer, prior to installation and final inspection.

22. The applicant must perpetually maintain all landscaping. Plants must be removed and replaced if dead or diseased and planter borders and concrete curbing must be promptly removed and replaced if damaged. All landscaped areas abutting driveways, drive aisles, parking stalls, etc. must be protected by a standard Type 1 concrete curb.

23. No signs are approved for this project. The applicant must submit a sign review application to TRPA and a building permit submittal to the Community Development Department.

24. Maintain the site free of weeds, trash, and other debris.

25. Paint all metal doors, downspouts, and other exposed metal surfaces (e.g. delivery doors, roof flashings, etc.) with a non-glossy paint to match the exterior color of the building. Metal surfaces that are glossy when new but designed to weather and gain a patina with age are not required to be painted.

26. If any damage to existing roads is caused by the transporting of construction equipment or materials by the applicant or any contractor of the applicant, the applicant must repair the roads to their prior condition upon notification in writing by the Community Development Department.

Conditions of approval added after the July 14, 2026 Planning Commission meeting:

27. Approval of special events, including but not limited to weddings, may be subject to a Temporary Use Permit per Douglas County Code. Please email event plans prior to holding any event to planning@douglasnv.us and ldoherty@douglasnv.us to review and approve.

28. Other. For those other uses identified as temporary uses, the director may approve a temporary use permit subject to the following:
    a. Installation of a structure may occur only after a valid building permit, where required, has been issued.

29. The Accessory Dwelling Unit (ADU) for employee housing may not exceed 1,000 square feet of living area per Table 20.702.3 and 20.668.010.B.

VII. Conclusions

Based on the above findings and supporting documentation, the Talaz Eco-Camp Developed Campground meets the required findings for approval under the Douglas County Consolidated Development Code (Title 20). The project promotes sustainable recreation, provides public benefit through environmental education and accessibility, and aligns with Douglas County's long-term goals for responsible tourism and economic vitality.

Attachments:

1. Staff Report Addendum
2. Vicinity Map
3. Noticing Radius Map
4. Applicant's Project Description and Statement of Justification
5. Plan Set, updated
6. Transportation Analysis
7. TRPA Staff Report
8. TRPA Governing Board Action Sheet
9. Design Review conditional approval letter
10. Map of local campgrounds with accessory structures
11. Appellant Appeal Justification Letter
12. Appellant Appeal Justification Letter, Supplemental
13. Staff Report Addendum
14. Design Review Applicant Response to Appeal
15. Appellant Appeal Justification 7-28-26

Response to appellant's reasons why the final decision or condition was erroneous:

"The Project is mischaracterized as a developed campground when it in fact constitutes tourist accommodations prohibited in S-070S zoning."

Both the Tahoe Regional Planning Agency and the Douglas County Planning Department have determined that the proposed project is a "developed campground" and is a permissible use within the meaning of the TRPA Plan Area Statement 070B (Rabe). "Campground, developed" is defined per DCCDC 20.703.130 as "Land or premises designed to be used and rented for temporary occupancy by campers traveling by motorized vehicle or recreational vehicles, and that contain such facilities as campsites with parking areas, barbecue grills, tables, restrooms, and at least some utilities." The project has been designed to resemble a campground. The proposed use of the site as a campground also meets the objectives of the Rabe PAS and offers a greater public benefit than the previously approved residential use. The proposed use is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses at campgrounds. Several campgrounds already exist around Lake Tahoe that utilize cabins or permanent structures as shelters, including Zephyr Cove Campground, Camp Richardson Resort, Village Camp Outdoor Resort and Tahoe Valley Campground.

"The Project is impermissibly intense under the 070B applicable Plan Area framework."

The Project is well within the allowable campsites per acre as well as the capacities permitted for the Plan Area. TRPA Plan Area Statement 070B (Rabe) indicates that the maximum allowable densities that may be permitted for any parcel located within the Plan Area under recreational use for developed campgrounds have a maximum density of eight (8) sites per acre (see TRPA chapter 21 Density). The parcel comprises nine (9) acres, allowing a total of seventy two (72) sites. The project comprises only fifty three (53) campsites.

TRPA Plan Area Statement 070B (Rabe) further provides targets and limits for additional developed outdoor recreation facilities within this Plan Area. Additional capacities allowed are measured in Persons At One Time (PAOT). The overnight PAOT limit for the Plan Area is 500. Per TRPA Code, Section 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs. TRPA has reserved 212 PAOTs, which is less than half the density provided for in the Plan Area Statement.

"The Project improperly relies on accessory-use provisions for employee housing."

Employee housing is permitted under TRPA Code 21.3.2.B. The code section considers one accessory dwelling unit as an accessory use where the primary use is a commercial use, public service, or recreational use. The unit may include “a caretaker residence.”

“The Conditional Approval is materially inconsistent with the Project Application.”

The Douglas County Planning Department has approved no more than what has been proposed in the Project Application. Final approval documents will be consistent with the parameters of the Project Application.

“The Decision cannot be sustained because the mandatory findings cannot be made.”

The Douglas County Planning Department contends that all the design review findings required under DCCDC 20.614.040 have been met.

2. When no roof pitch constitutes more than 50 percent of the total roof area, all roofs must independently conform to the maximum height for that roof pitch in accordance with Section 37.4.

C. Height measurements for each roof pitch shall be taken from the same lowest natural ground elevation for the building; or for each building segment established in accordance with Section 37.4.2.

37.4. HEIGHT STANDARDS FOR BUILDINGS

37.4.1. Maximum Heights for Buildings

Outside of Centers and except as provided in Section 37.5, the maximum heights for buildings are set forth in the following table.

TABLE 37.4.1-1: MAXIMUM HEIGHTS FOR BUILDINGS

Percent Slope Retained Across Building Site	Roof Pitch										
	0:12	1:12	2:12	3:12	4:12	5:12	6:12	7:12	8:12	9:12	≥10:12
0	24'-0"	25'-2"	26'-5"	27'-7"	28'-9"	30'-0"	31'-2"	32'-5"	33'-7"	34'-9"	36'-0"
2	24'-6"	25'-8"	26'-11"	28'-1"	29'-3"	30'-6"	31'-8"	32'-11"	34'-1"	35'-3"	36'-6"
4	25'-0"	26'-2"	27'-5"	28'-7"	29'-9"	31'-0"	32'-2"	33'-5"	34'-7"	35'-9"	37'-0"
6	25'-6"	26'-8"	27'-11"	29'-1"	30'-3"	31'-6"	32'-8"	33'-11"	35'-1"	36'-3"	37'-6"
8	26'-0"	27'-2"	28'-5"	29'-7"	30'-9"	32'-0"	33'-2"	34'-5"	35'-7"	36'-9"	38'-0"
10	26'-6"	27'-8"	28'-11"	30'-1"	31'-3"	32'-6"	33'-8"	34'-11"	36'-1"	37'-3"	38'-6"
12	27'-0"	28'-2"	29'-5"	30'-7"	31'-9"	33'-0"	34'-2"	35'-5"	36'-7"	37-9"	39'-0"
14	27'-6"	28'-8"	29'-11"	31'-1"	32'-3"	33'-6"	34'-8"	35'-11"	37'-1"	38'-3"	39'-6"
16	28'-0"	29'-2"	30'-5"	31'-7"	32'-9"	34'-0"	35'-2"	36'-5"	37'-7"	38'-9"	40'-0"
18	28'-6"	29'-8"	30'-11"	32'-1"	33'-3"	34'-6"	35'-8"	36'-11"	38'-1"	39'-3"	40'-6"
20	29'-0"	30'-2"	31'-5"	32'-7"	33'-9"	35'-0"	36'-2"	37'-5"	38'-7"	39'-9"	41'-0"
22	29'-6"	30'-8"	31'-11"	33'-1"	34'-3"	35'-6"	36'-8"	37'-11"	39'-1"	40'-3"	41'-6"
≥24	30'-0"	31'-2"	32'-5"	33'-7"	34'-9"	36'-0"	37'-2"	38'-5"	39'-7"	40'-9"	42'-0"

Note: Cells shaded in grey are considered "additional height" and subject to additional approval criteria in Sec. 37.4 through 37.7.

Douglas County Vicinity Map

APN: 1318-22-001-013



1 inch = 2,000 feet

Print Date: 5/11/2026

Legend

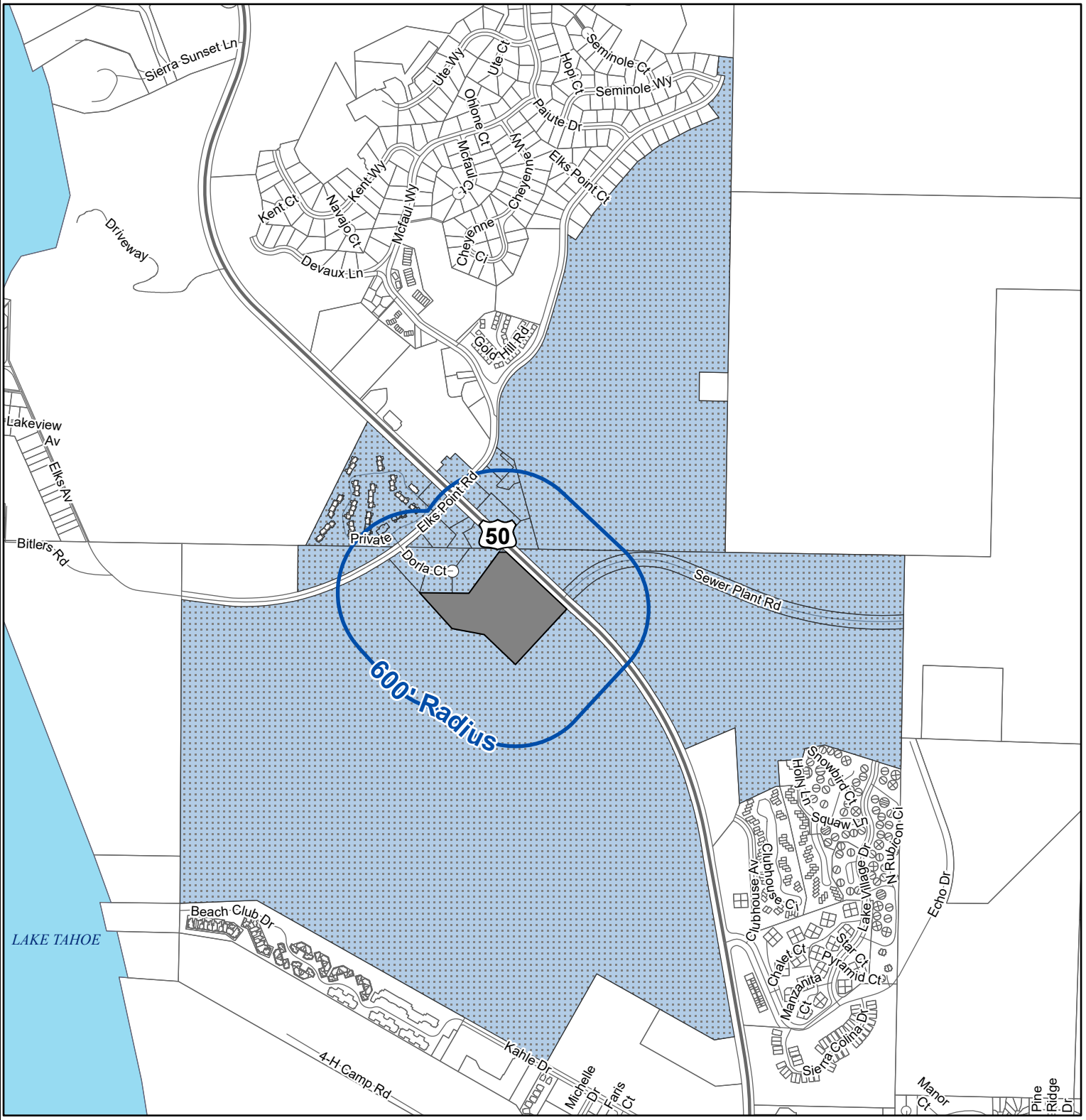
Subject Parcel(s)

The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County as to the sufficiency or accuracy of the data.

Douglas County Noticing Radius Map

600' Radius

APN: 1318-22-001-013



1 inch = 1,000 feet

Print Date: 5/11/2026

Legend

Subject Parcel(s)

Parcels Being Noticed (44)

The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County as to the sufficiency or accuracy of the data.

Talaz Eco-Camp Project

Project Description:

The proposed project is an innovative campground with the intent to provide a unique and eco-friendly experience to recreation enthusiasts seeking to enjoy Lake Tahoe's natural environment. The sustainability-focused campground will consist of permanent glamping shelters, facilities, amenities, and accessory uses. The glamping units have been consciously designed to accentuate and connect guests to the natural beauty of the site. The project will preserve the natural surrounding environment, while taking advantage of the outdoor adventures of nearby hiking/biking trails, lake activities and winter sporting opportunities.

The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 site per acre, or a maximum of 72 sites for this property. The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 fulltime employees will be provided onsite as an accessory use in two separate buildings. Likely reduced to 6 total employees outside of high season. With housing on site and e-bikes provided, three total spaces will allotted to employees. Code also states 1-2 spaces per employee housing unit, so 2 standard spaces and 1 ADA space for the two units.

Facilities / Amenities Include:

1. Clubhouse: communal kitchen, wellness multipurpose room, edible garden on balcony, digital nomad space, conference room, communal eating area, caterer's kitchen, and educational wall for guests on sustainable and eco-friendly practices of the campground

2. Three comfort stations: communal restroom and showers, two of the three comfort stations will additionally include a sauna and outdoor hot tub.

3. Event lawn: multipurpose use for seasonal events and weddings offered only to guests and closed to the public.

4. Barbecue pavilion: communal grill space, self-pour beverage wall and lounge area. The space can also be used for catering services.

5. Recreational equipment rentals: stand up paddleboards, sleds, kayaks, and electric bike rentals to guests.

6. Fire pits and two nature-inspired playgrounds.

7. Shuttles: two electric shuttle vans will be available to campground guests with service to / from the airport, skiing, shopping, restaurants, beaches, etc.

The location is ideal for a campground and access to outdoor recreation. The site is easily accessible to the paved multi-use trail to Nevada Beach, Round Hill Pines Beach, Stateline and

the Round Hill Shopping Center. Guests will be encouraged to rely on non-motorized travel options rather than personal vehicles.

The site is undeveloped with slopes ranging from 2% to 30% and steeper in rocky areas. The property's land capability consists of Classes 2, 4 and 6 lands. Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Douglas County Major Design Review Findings

Finding 1: Consistency with the Douglas County Master Plan and Zoning Ordinance

Finding: The proposed Eco-Camp project is consistent with the policies and land use designations of the Douglas County Master Plan and applicable zoning district regulations.

Justification:
The project site is located within the Rabe Meadow Plan Area Statement (PAS 070B), designated as *Recreation*. Developed campgrounds are an **allowed use** within this designation. The project proposes 53 campsites, including dome structures, treehouses, and sleeping shelters, all serving transient guests consistent with the recreation intent. The design and layout align with Master Plan policies promoting sustainable tourism, outdoor recreation, and environmentally responsible development. The proposal also meets applicable standards for density (53 units within the allowable 72) and building height (proposed range 10'–23', below the maximum of 30'–38').

Finding 2: Compatibility with Surrounding Land Uses and Community Character

Finding: The project is compatible with existing and planned land uses in the surrounding area and maintains the character of the Rabe Meadow recreation corridor.

Justification:
The site is adjacent to existing recreation uses such as Zephyr Cove Campground, Nevada Beach Campground, and 4-H Camp Tahoe. All of which are not enough to support the campground demand as reservations must be made the previous season to secure a spot. Nevada Beach is walking distance and receives upwards of 1M visitors during the season. The design integrates natural materials, muted tones, and low-profile architecture to minimize visual impacts along U.S. Highway 50—a TRPA-designated scenic travel route. Structures are dispersed among existing trees to preserve natural screening and maintain the forested character. Noise, lighting, and activity levels are compatible with nearby recreation facilities.

Finding 3: Adequacy of Infrastructure, Access, and Public Services

Finding: Adequate public facilities, access, and utilities are available to serve the project without adversely impacting existing services.

Justification:
The project has secured *will-serve letters* from KGID (water), NV Energy, Southwest Gas, DCSID (wastewater), Charter/Spectrum, and Frontier. Access is provided via Elks Point Road with sufficient sight distance and turn lanes meeting Douglas County and NDOT standards. The project provides 59 parking spaces (meeting code) and internal circulation via stabilized gravel drives. A dedicated employee ADU provides on-site staff presence/housing for operational safety. The project's VMT (615) is well below the 715-screening threshold, ensuring no significant transportation impacts. Two electric shuttle vans and 30 complimentary e-bikes further reduce vehicle dependency.

Finding 4: Environmental and Scenic Resource Protection

Finding: The project protects natural features and scenic resources and minimizes land disturbance and tree removal to the extent feasible.

Justification:
The nine-acre parcel lies on high-capability land with limited slope disturbance. A *Tree Removal Plan* was prepared consistent with TRPA Code, authorizing selective removal of 226 trees (≥14" DBH) on-site and 54 within the access easement. Removal is balanced with replanting and restoration commitments. Scenic analysis demonstrates compliance with TRPA scenic thresholds for both east- and westbound Highway 50 travel routes. Site-wide BMPs include infiltration basins, permeable surfaces, and vegetative buffers to manage stormwater runoff and protect Lake Tahoe's clarity.

Finding 5: Protection of Public Health, Safety, and Welfare

Finding: The project will not adversely affect the public health, safety, or general welfare.

Justification:
The project meets or exceeds Douglas County and TRPA fire and life safety standards. The Tahoe Douglas Fire Protection District provided pre-approval, and all structures will utilize non-combustible Wildland-Urban Interface (WUI) compliant materials. No wood-burning fire pits are proposed; only gas-fired, controlled appliances are permitted. Emergency access and turnaround areas meet NFPA and County standards. The site's proximity to U.S. Highway 50 ensures emergency response access within minutes.

Finding 6: Design Quality and Visual Compatibility

Finding: The architectural design, materials, colors, lighting, and landscaping contribute to a visually cohesive and aesthetically appropriate development.

Justification:
All structures are designed to harmonize with the surrounding forest and mountain environment.

Natural and muted tones, limited lighting (shielded and dark-sky compliant), and clustered siting minimize visibility from scenic corridors. Landscaping emphasizes native species, low water use, and habitat continuity. The main lodge and comfort stations feature low rooflines and natural finishes, blending with the site's topography and vegetation.

Finding 7: Mitigation of Environmental and Infrastructure Impacts

Finding: All identifiable environmental and infrastructure impacts are mitigated to less than significant levels.

Justification:
TRPA and Douglas County mitigation requirements have been incorporated into the project design. Total required mitigation fees include $128,561 (water quality) and $127,479 (mobility), for a combined total of $276,035. Best Management Practices (BMPs), EV infrastructure (6 chargers, 2 electric shuttles), recycling systems, and a plastic-free policy collectively advance regional sustainability goals. The project supports the *Lake Tahoe Destination Stewardship Plan* through litter management, year-round recreation, and partnership with the Washoe Tribe for stewardship education.

Conclusion:
Based on the above findings and supporting documentation, the Talaz (EcoCamp) Developed Campground meets the required findings for approval under the Douglas County Consolidated Development Code (Title 20). The project promotes sustainable recreation, provides public benefit through environmental education and accessibility, and aligns with Douglas County's long-term goals for responsible tourism and economic vitality.

Hwy 50 ECO Camping Retreat

50 % Schematic Design - TRPA Review

PROJECT DIRECTORY

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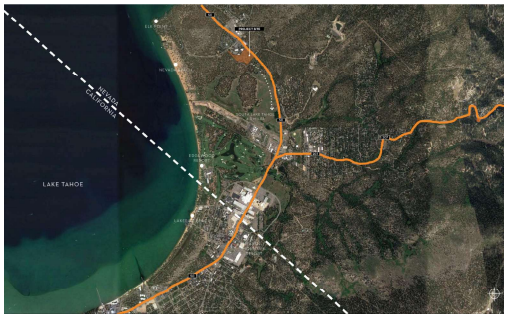
twynneparry@horwathhtl.com

DRAWING INDEX

INDEX OF DRAWINGS	
SHEET NUMBER	SHEET NAME
A0.00	Cover Sheet
A0.01	Existing Conditions
A1.00	Overall Site Plan
A1.01	Overall Site Roof Plan
A1.02	Slope Calculation
A1.31	Site Section
A1.32	Building Height Calculation
A1.33	Building Height Calculation
A1.34	Building Height Calculation
B-A2.01	BBQ Pavilion - Floor Plan
B-A2.02	BBQ Pavilion - Roof Plan
B-A3.01	BBQ Pavilion - Section and Elevation
CS1-A2.01	Comfort Station 01 - Floor Plan
CS1-A2.02	Comfort Station 01 - Roof Plan
CS1-A3.01	Comfort Station 01 - Section and Elevation
CS2-A2.01	Comfort Station 02 - Floor Plan
CS2-A2.02	Comfort Station 02 - Roof Plan
CS2-A3.01	Comfort Station 02 - Section and Elevation
L-A2.01	Lodge - Floor Plan-Level 01
L-A2.02	Lodge - Floor Plan-Level 02
L-A2.03	Lodge - Roof Plan
L-A3.01	Lodge - Section and Elevation
SS1-A2.01	Sleeping Shelter (detached bathroom) - Floor and Roof Plan
SS1-A3.01	Sleeping Shelter (detached bathroom) - Section and Elevation
SS2-A2.01	Sleeping Shelter (Ensuite) - Floor and Roof Plan
SS2-A3.01	Sleeping Shelter (Ensuite) - Section and Elevation
SHA-A2.01	Staff Housing A - Floor Plans
SHA-A2.03	Staff Housing A - Roof Plan
SHA-A3.01	Staff Housing A - Section
SHA-A3.02	Staff Housing A - Elevation
D-A2.01	Dome tents - Floor and Roof Plan
D-A3.01	Dome tents - Section and Elevation
T-A2.01	Treehouse - Floor Plan and Roof Plan
T-A3.01	Treehouse - Section and Elevation

AREA MAP



PROJECT INFORMATION

Located approximately 4.5 miles from South Lake Tahoe near Nevada beach, this contemporary agrarian campming retreat offers visitors a harmonious blend of comfort and natural serenity. The retreat offers unique accommodations including:

- 18 domes
- 9 treehouses
- 25 sleeping shelters
- 8 EV camping stalls

The camping retreat's facilities enhance the camping experience with a scenic lawn for events, a Barbeque pavilion for communal meals, and strategically placed comfort stations. The central main lodge, providing views of Lake Tahoe, fosters a sense of community with fireplaces and lounges where guests can connect in a cozy and inviting atmosphere.

This tranquil escape redefines luxury camping where visitors can experience the comfort of modern amenities amidst the beauty of the great outdoors.

ARCHITECTS
www.sb-architects.com
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Hwy 50 ECO Camping Retreat
50 % Schematic Design - TRPA Review

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No.	Description	Date

Sheet Title: Cover Sheet
Project No. 23009

Sheet No.
A0.00

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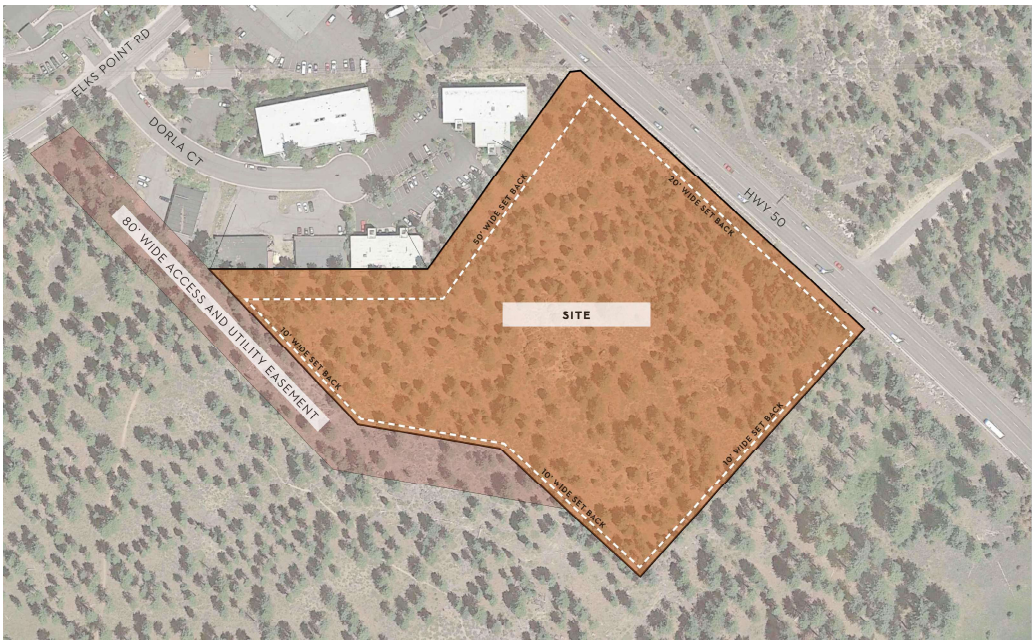















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No.	Description	Date

Sheet Title
Existing Conditions

Project No. 23009

Sheet No.
A0.01

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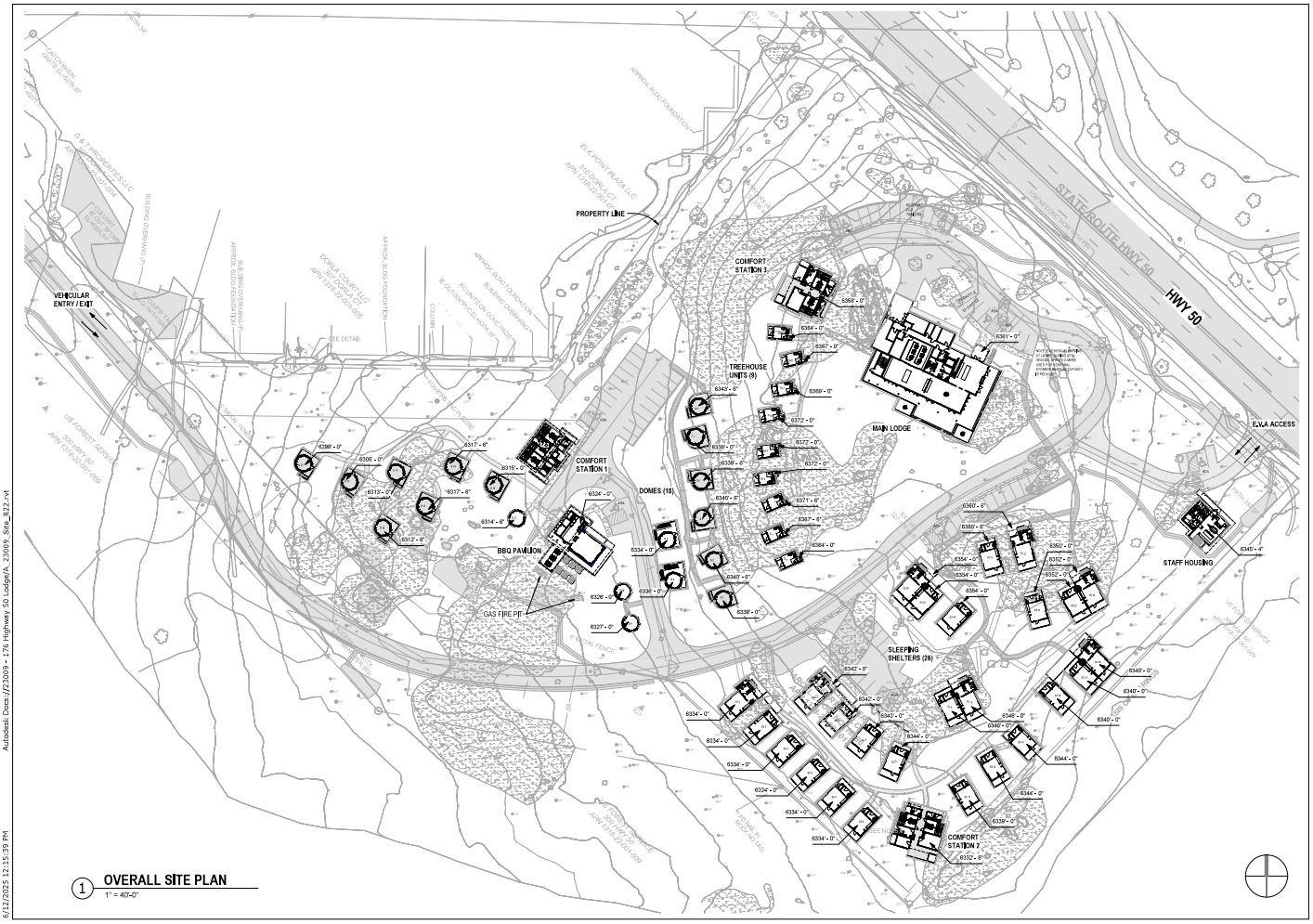

1 OVERALL SITE PLAN
1" = 40'-0"

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No.	Description	Date

Sheet Title
Overall Site Plan

Project No. 23009

Sheet No.
A1.00

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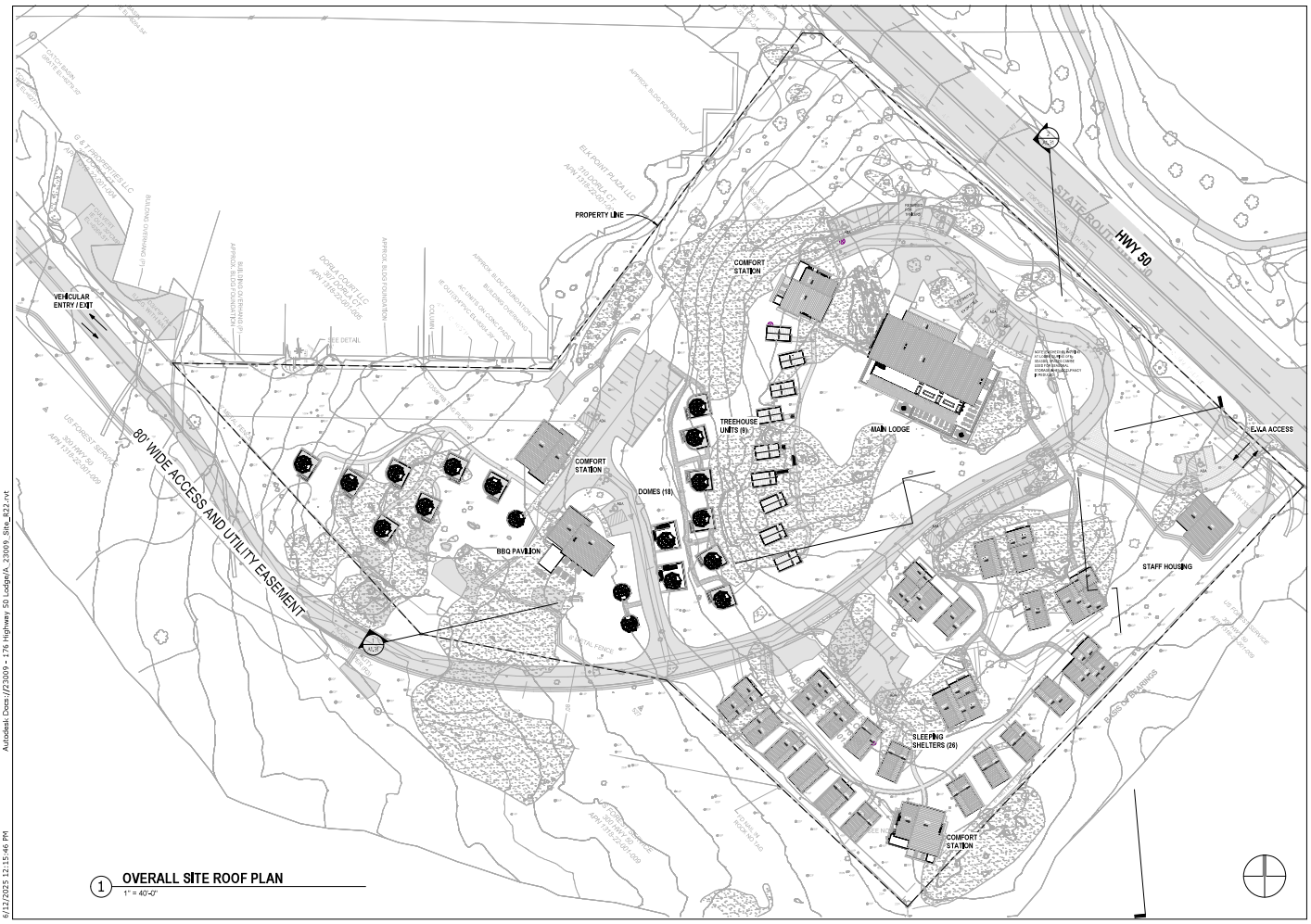

1 OVERALL SITE ROOF PLAN
1" = 40'-0"

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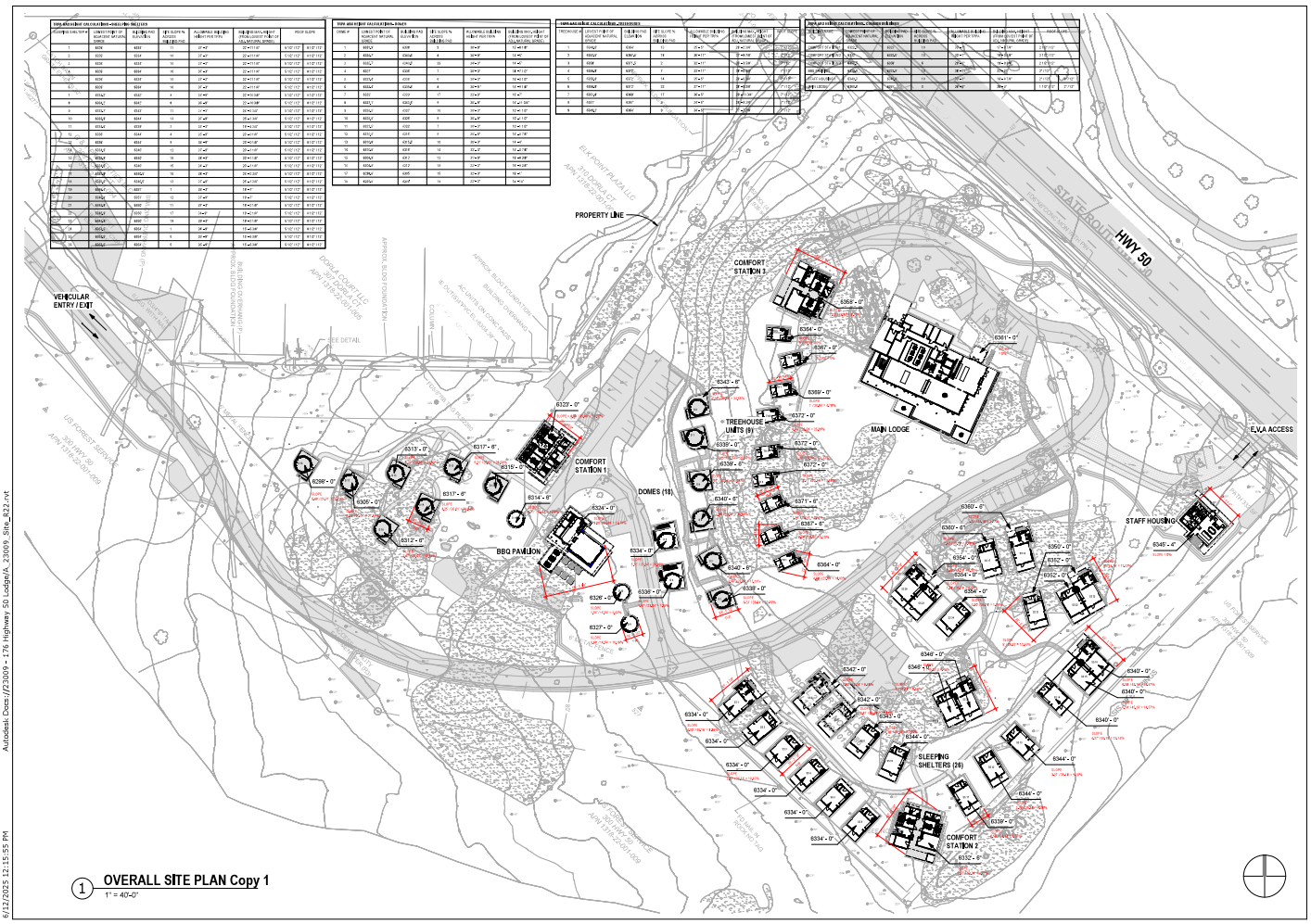
No.	Description	Date

Sheet Title: **Overall Site Roof Plan**

Project No. 23009

Sheet No.
A1.01



1 OVERALL SITE PLAN Copy 1
1" = 40'-0"

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No.	Description	Date

Sheet Title
Slope Calculation

Project No. 23009

Sheet No.
A1.02

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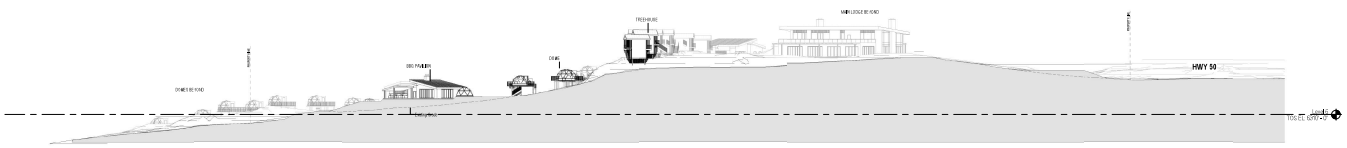

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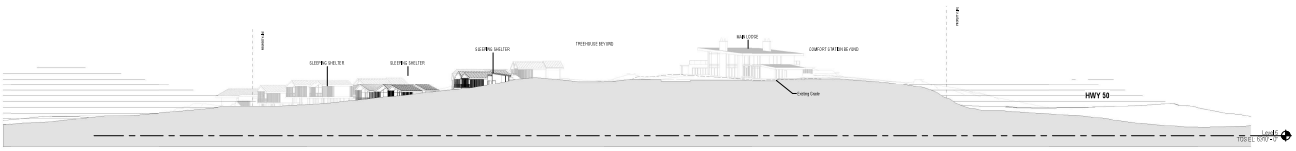

2 SITE SECTION A2
1" = 40'-0"

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No.	Description	Date

Sheet Title
Site Section

Project No. 23009

Sheet No.
A1.31

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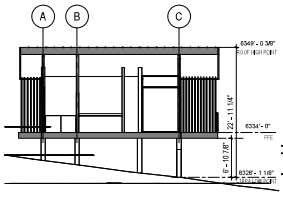

1 SLEEPING SHELTER SS 1-6 SECTION
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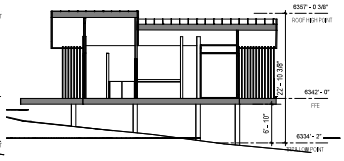

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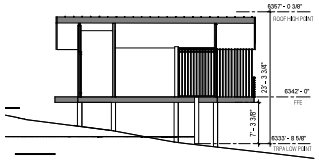

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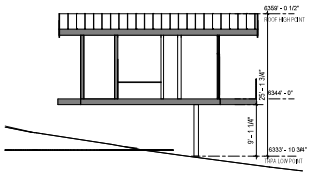

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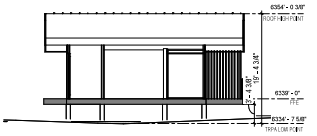

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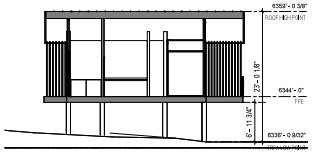

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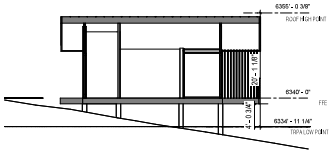

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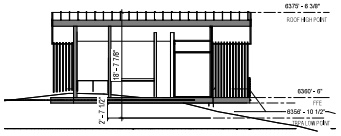

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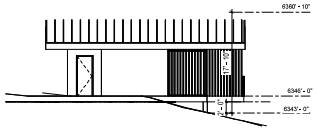

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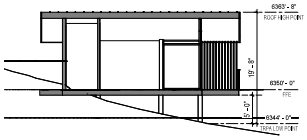

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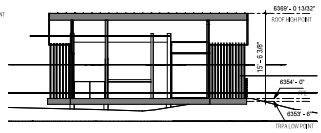

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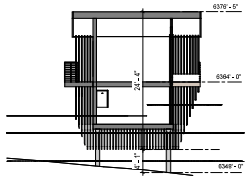
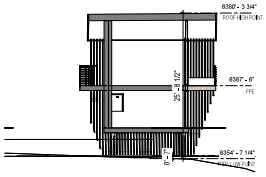


12 TREEHOUSE TH 1 SECTION
1/8" = 1'-0"



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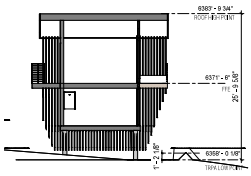

14 TREEHOUSE TH 3 SECTION
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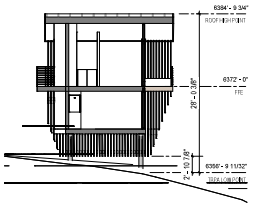

15 TREEHOUSE TH 4-6 SECTION
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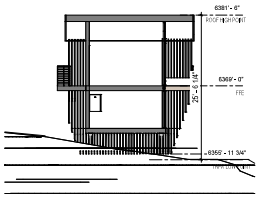

16 TREEHOUSE TH 7 SECTION
1/8" = 1'-0"

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No.	Description	Date

Sheet Title: Building Height Calculation
Project No. 23009

Sheet No.
A1.32

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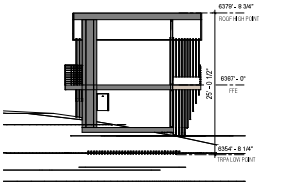
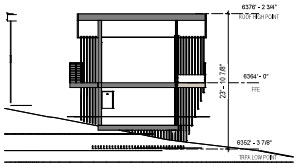


1 TREEHOUSE TH 8 SECTION
1/8" = 1'-0"



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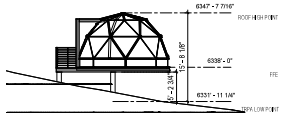

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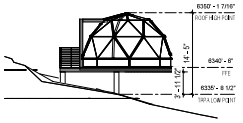

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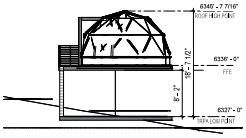

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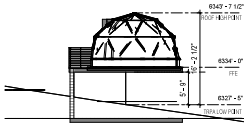

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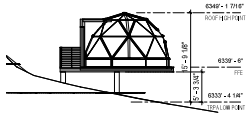

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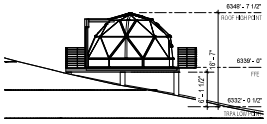

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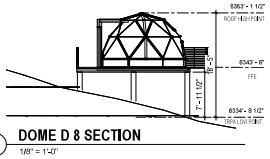

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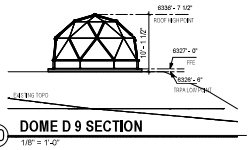

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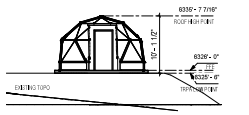

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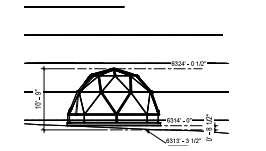

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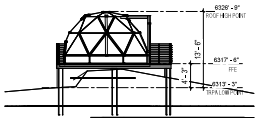

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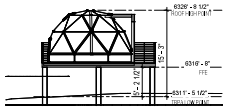

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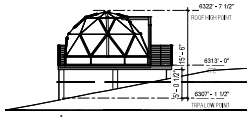

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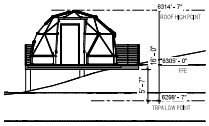

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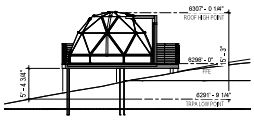

17 DOME D 18 SECTION
1/8" = 1'-0"

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No.	Description	Date

Sheet Title: **Building Height Calculation**

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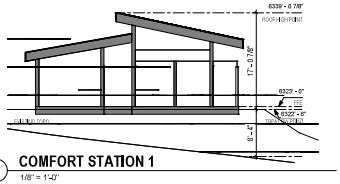

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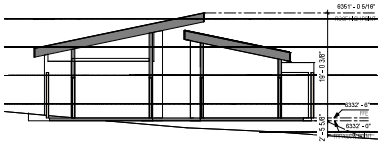

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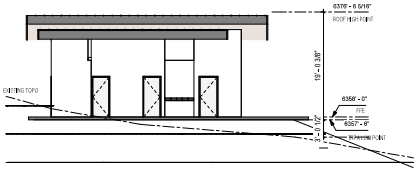

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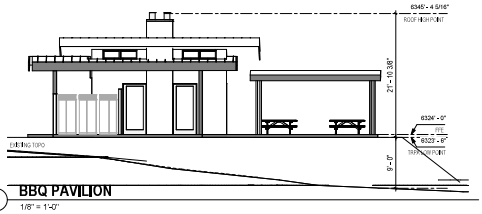
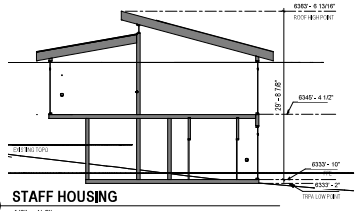
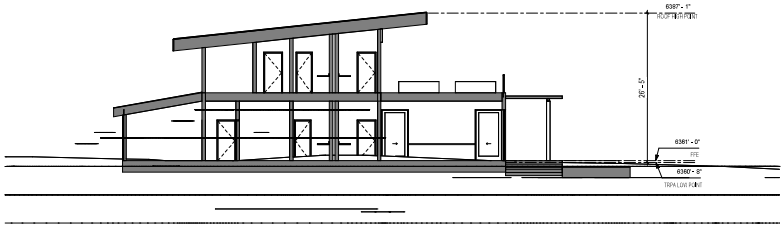


4 BBQ PAVILION
1/8" = 1'-0"



6 STAFF HOUSING
1/8" = 1'-0"



5 MAIN LODGE
1/8" = 1'-0"

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No.	Description	Date

Sheet Title
Building Height Calculation

Project No. 23009

Sheet No.
A1.34

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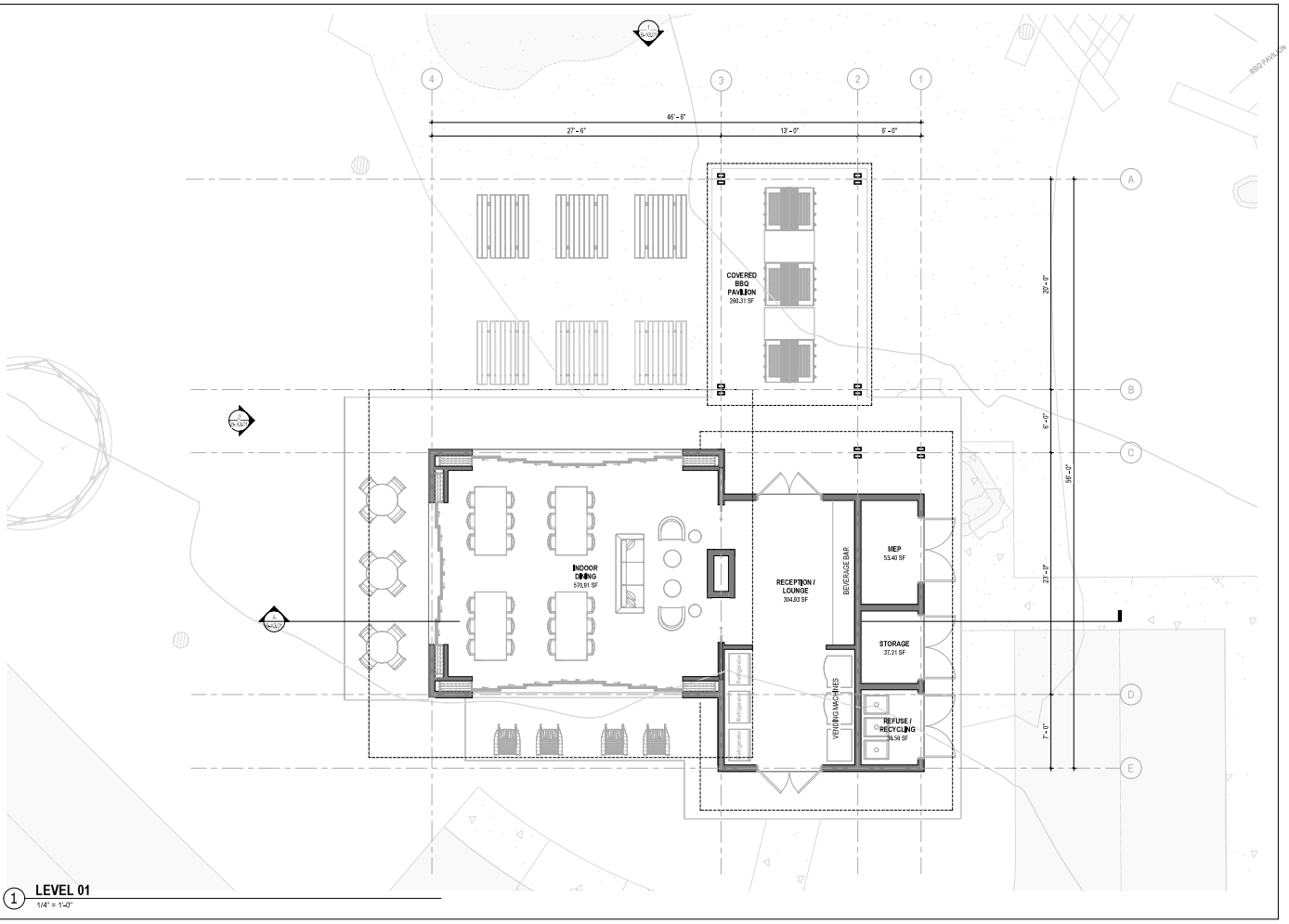

1 LEVEL 01
1/4" = 1'-0"

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_BBQPavilion_R22.rvt
8/13/2024 12:18:18 PM

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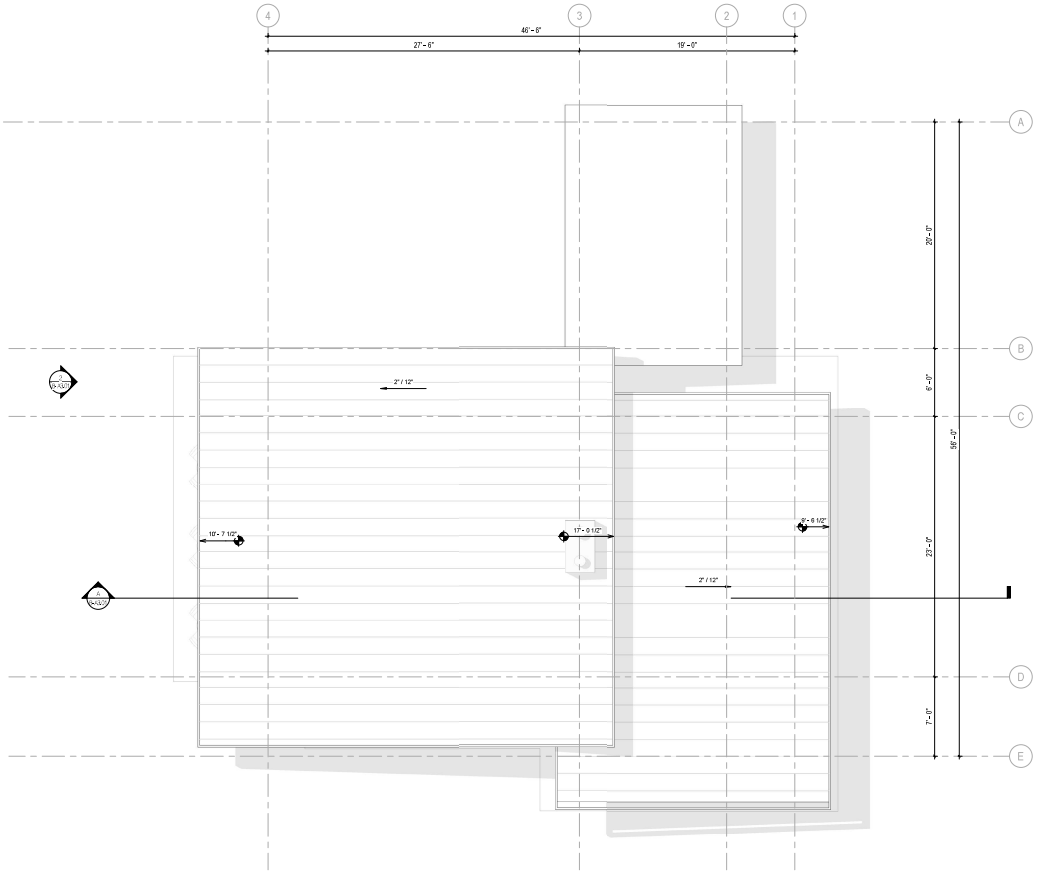
No.	Description	Date

Sheet Title
BBQ Pavilion - Floor Plan

Project No. 23009

Sheet No.
B-A2.01



1 ROOF PLAN
1/4" = 1'-0"

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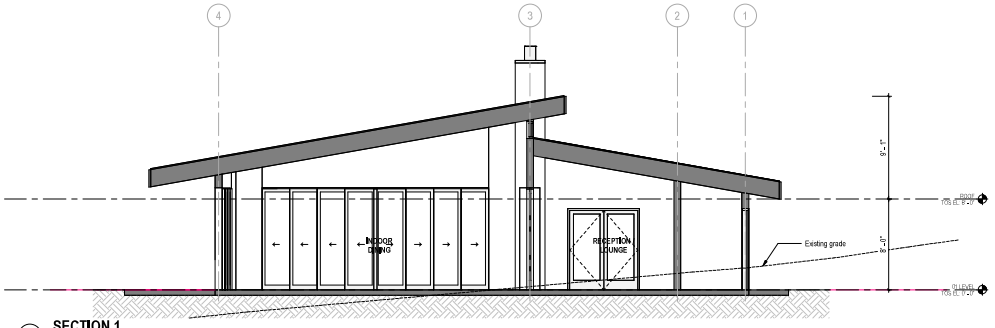
No.	Description	Date

Sheet Title
BBQ Pavilion - Roof Plan

Project No. 23009

Sheet No.
B-A2.02



A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
1/4" = 1'-0"



2 BUILDING ELEVATION - WEST
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN



WD-02 WOOD WESTERN RED CEDAR



CO-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY



GL-01 VISION GLASS



RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
BBQ Pavilion - Section and Elevation

Project No. 23009

Sheet No.
B-A3.01

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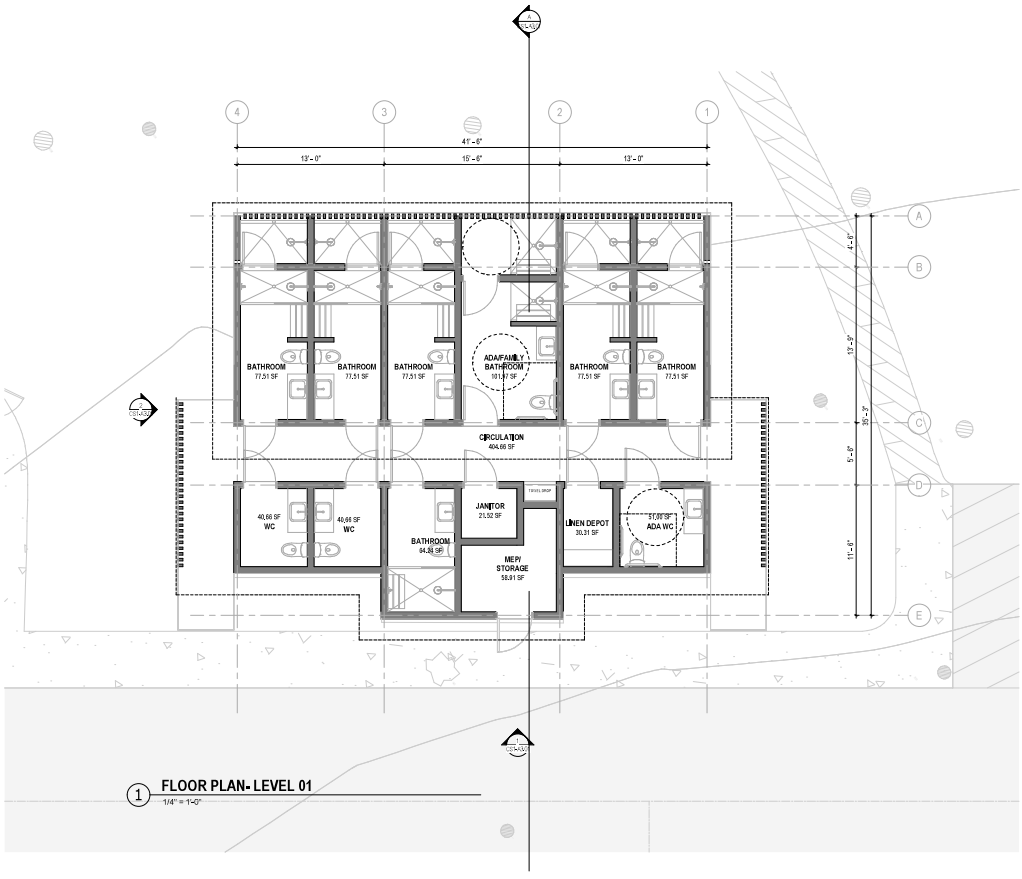

1 FLOOR PLAN- LEVEL 01
1/4" = 1'-0"

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No.	Description	Date

Sheet Title
Comfort Station 01 - Floor Plan

Project No. 23009

Sheet No.
CS1-A2.01

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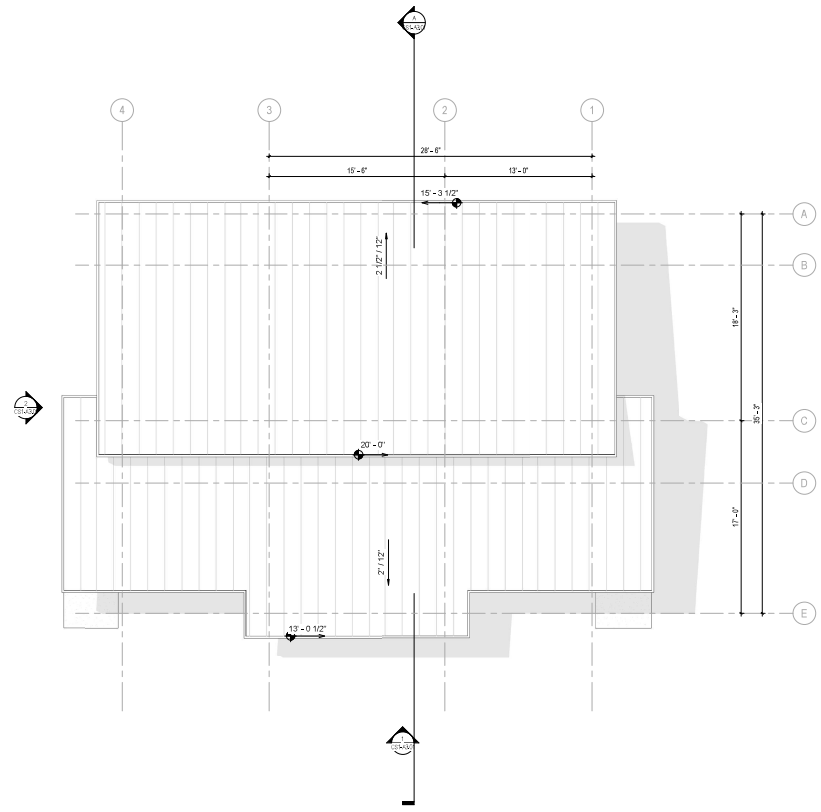

2 ROOF PLAN
1/4" = 1'-0"

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No.	Description	Date

Sheet Title
Comfort Station 01 - Roof Plan

Project No. 23009

Sheet No.
CS1-A2.02

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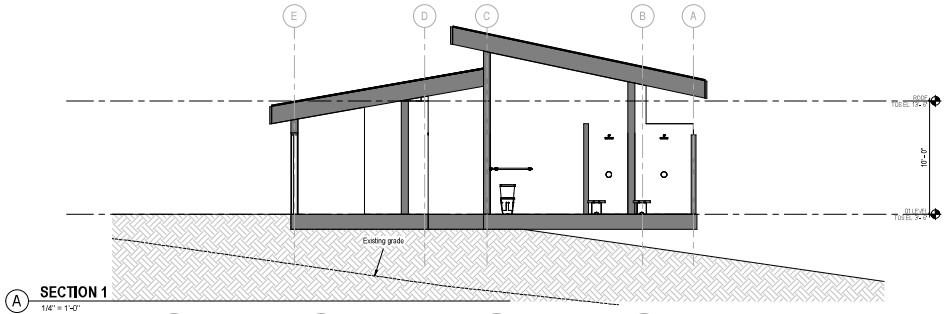
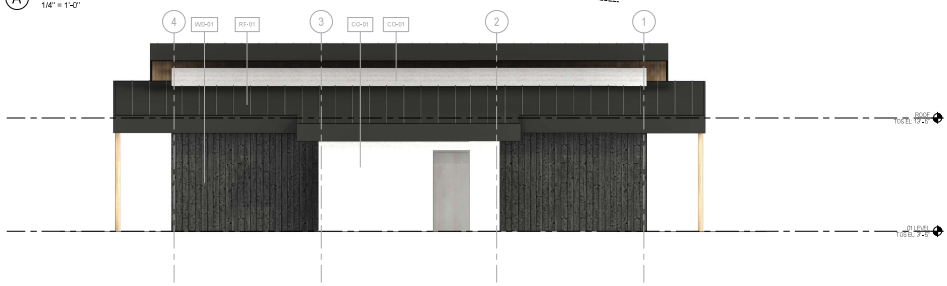
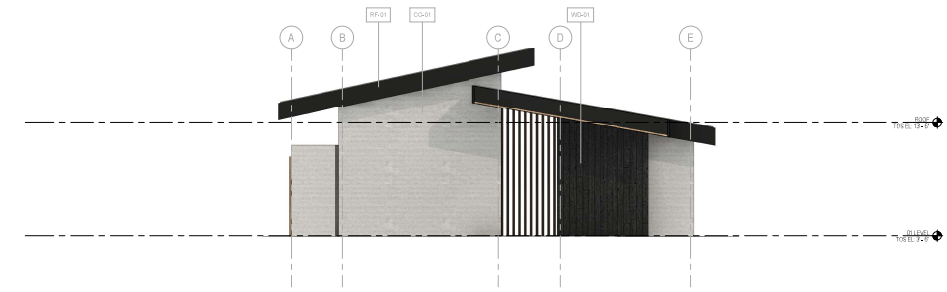


A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"



2 BUILDING ELEVATION - WEST
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN



WD-02 WOOD WESTERN RED CEDAR



CO-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY



GL-01 VISION GLASS



RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
Comfort Station 01 - Section and Elevation

Project No. 23009

Sheet No.
CS1-A3.01

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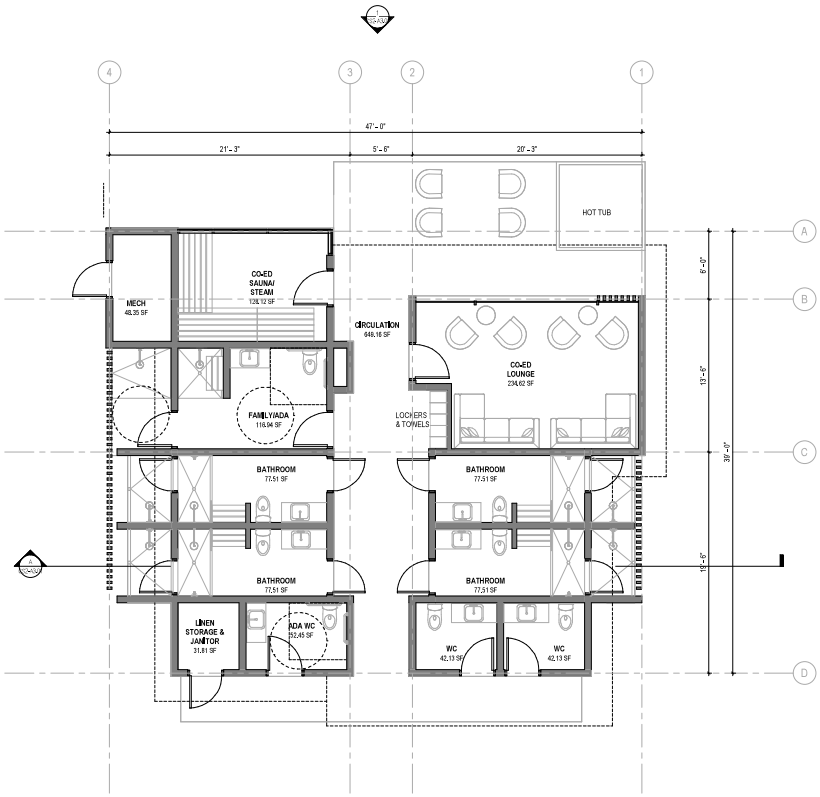

1 **FLOOR PLAN - LEVEL 01**
1/4" = 1'-0"

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No.	Description	Date

Sheet Title
Comfort Station 02 - Floor Plan

Project No. 23009

Sheet No.
CS2-A2.01

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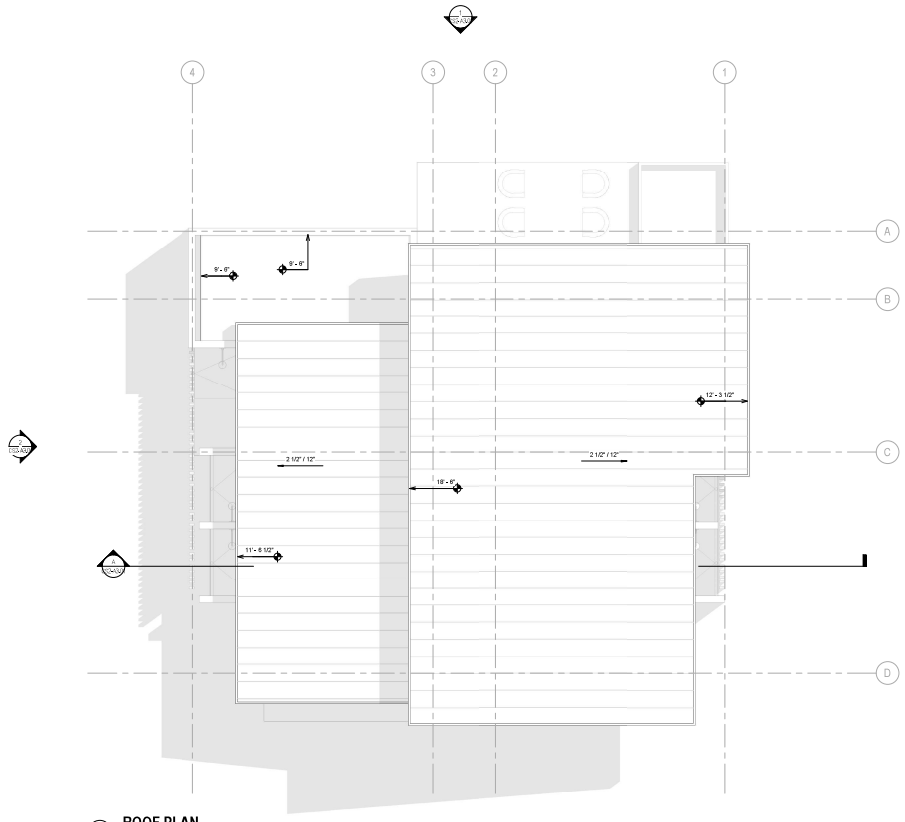

1 ROOF PLAN
1/4" = 1'-0"

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No.	Description	Date

Sheet Title
Comfort Station 02 - Roof Plan

Project No. 23009

Sheet No.
CS2-A2.02

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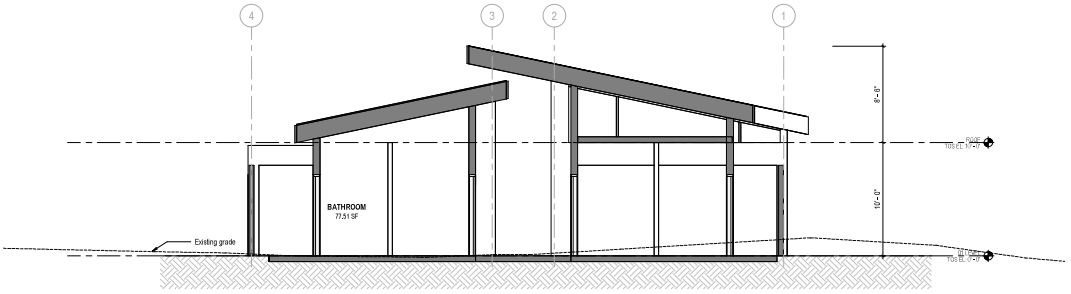

A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
1/4" = 1'-0"



2 BUILDING ELEVATION - WEST
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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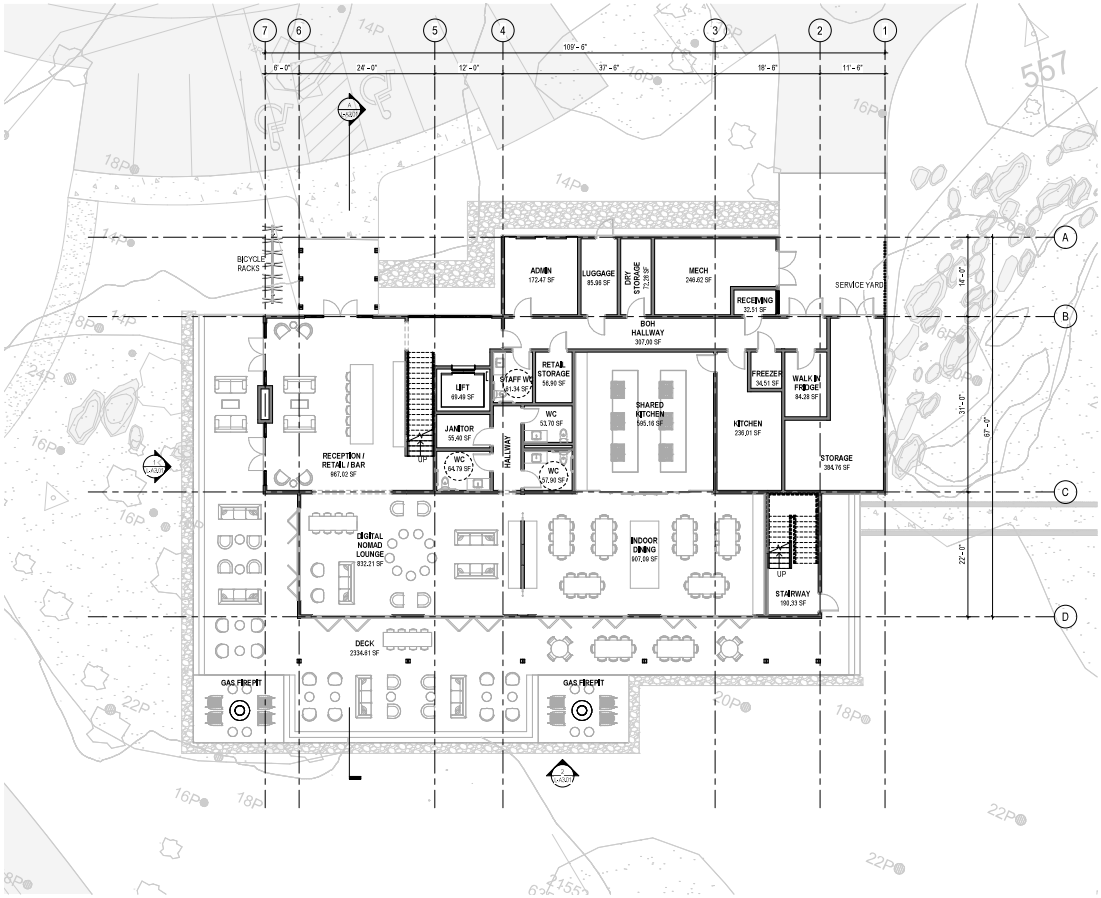
No.	Description	Date

Sheet Title
Comfort Station 02 - Section and Elevation

Project No. 23009

Sheet No.
CS2-A3.01

8/13/2024 12:40:51 PM Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_ComforStation2_R22.rvt



1 **FLOOR PLAN - LEVEL 01**
1/8" = 1'-0"

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No.	Description	Date

Sheet Title: **Lodge - Floor Plan-Level 01**

Project No. 23009

Sheet No.
L-A2.01

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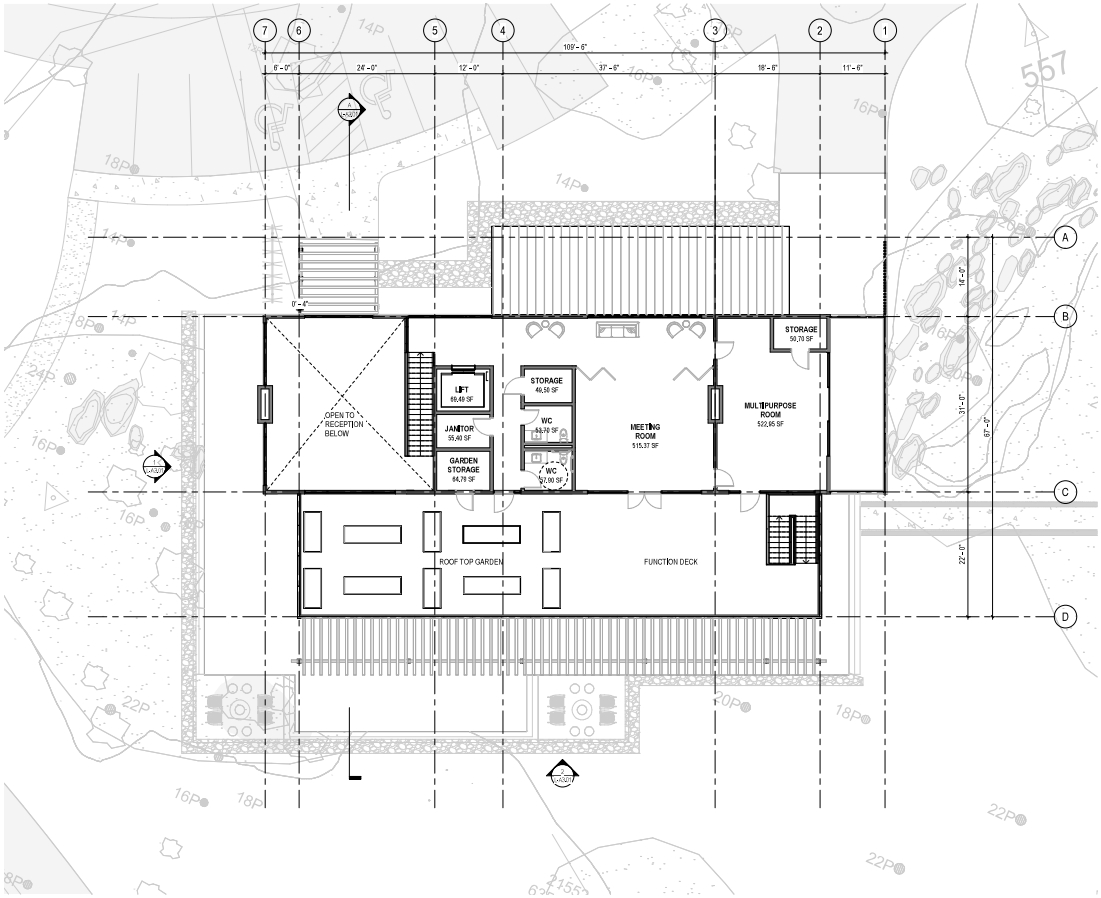

1 FLOOR PLAN - LEVEL 02
1/8" = 1'-0"

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No.	Description	Date

Sheet Title
Lodge - Floor Plan-Level 02

Project No. 23009

Sheet No.
L-A2.02

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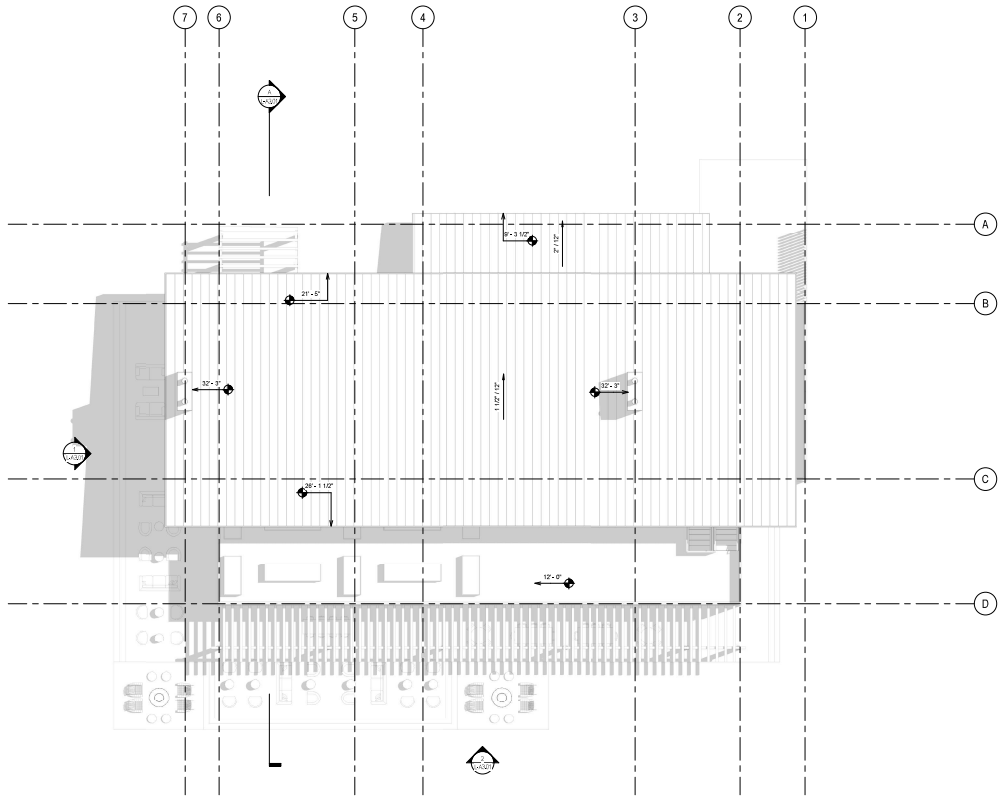

1 ROOF PLAN
1/8" = 1'-0"

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No.	Description	Date

Sheet Title
Lodge - Roof Plan

Project No. 23009

Sheet No.
L-A2.03

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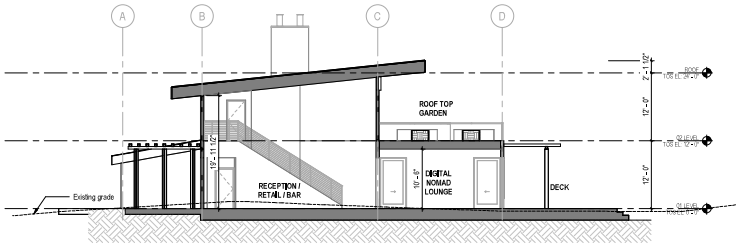
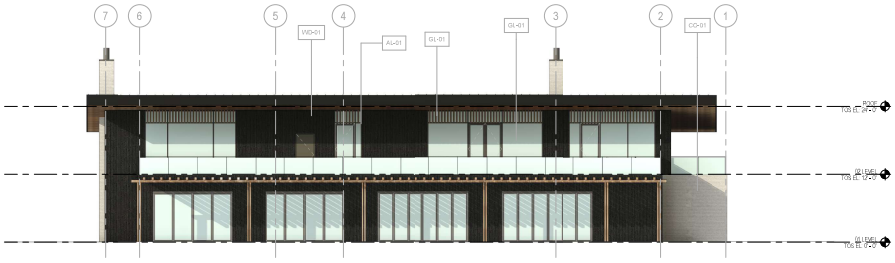


A **SECTION 1**
1/8" = 1'-0"



1 **BUILDING ELEVATION - WEST**
1/8" = 1'-0"



2 **BUILDING ELEVATION - SOUTH**
1/8" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN



WD-02 WOOD WESTERN RED CEDAR



CO-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY



GL-01 VISION GLASS



RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
Lodge - Section and Elevation

Project No. 23009

Sheet No.
L-A3.01

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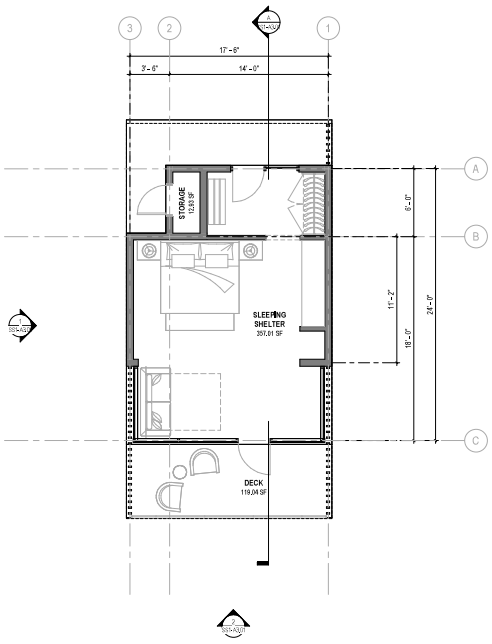
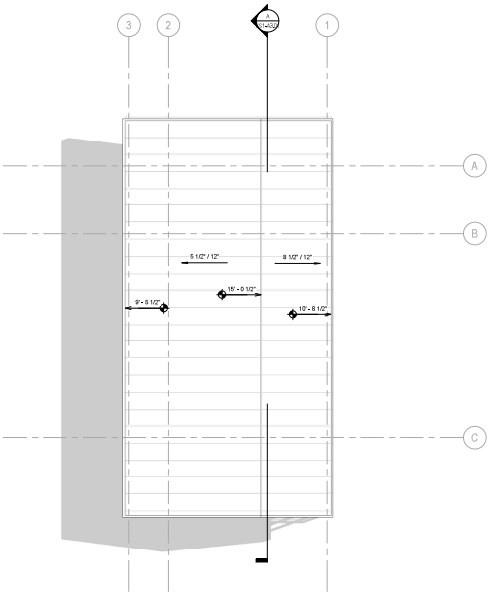


1 FLOOR PLAN - LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

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No.	Description	Date

Sheet Title — Project No. 23009

Sleeping Shelter (detached bathroom) - Floor and Roof Plan

Sheet No.
SS1-A2.01

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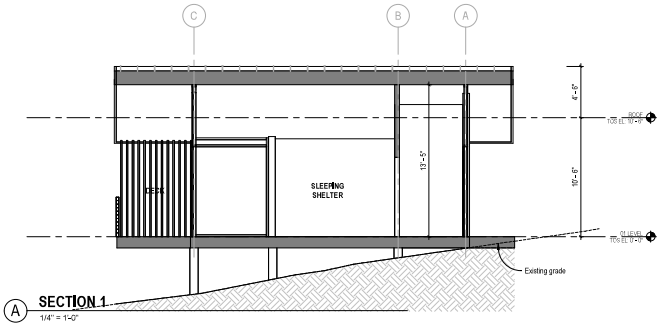
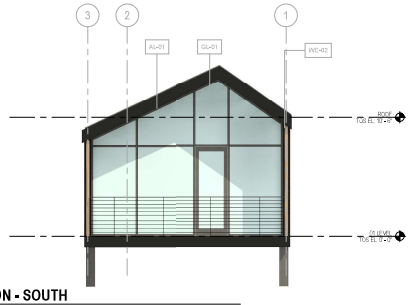


A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
Sleeping Shelter (detached bathroom) - Section and Elevation

Project No. 23009

Sheet No.
SS1-A3.01

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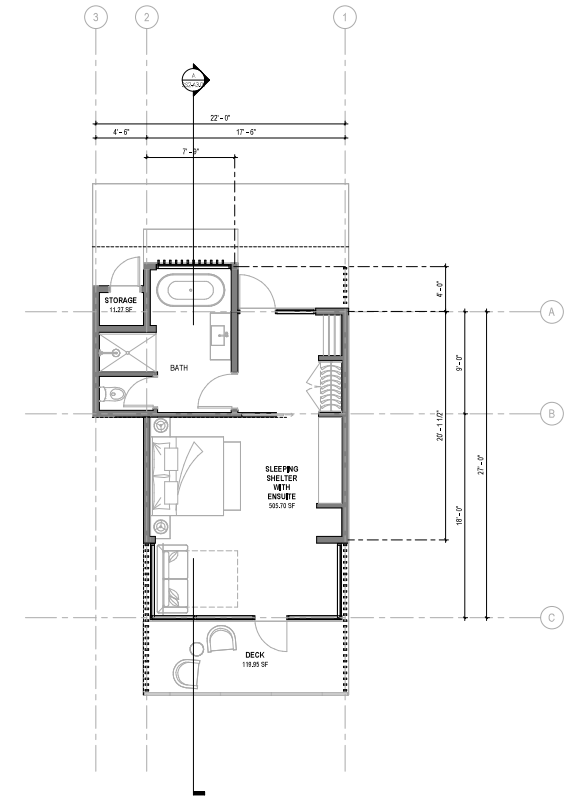
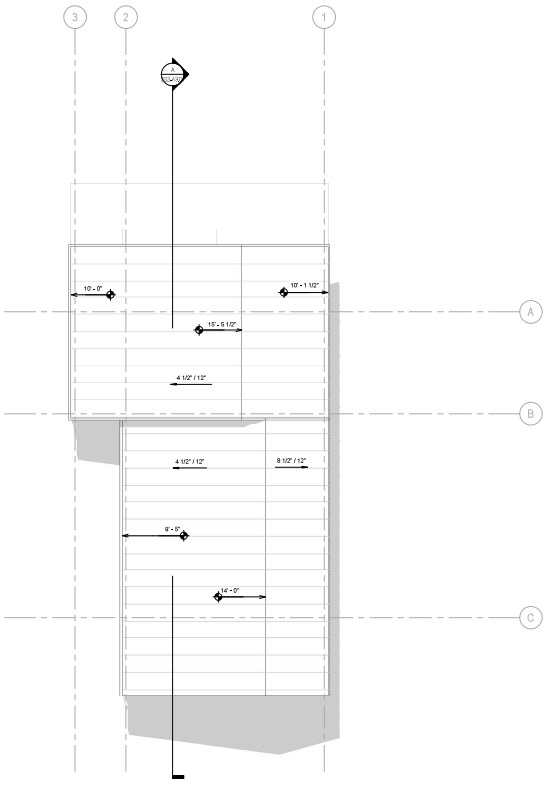


1 LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

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No.	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Floor and Roof Plan

Project No. 23009

Sheet No.
SS2-A2.01

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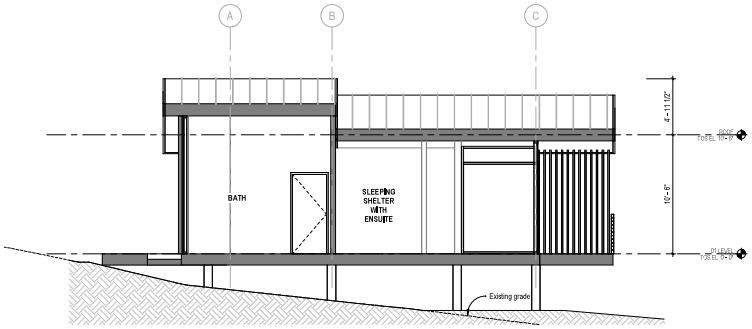
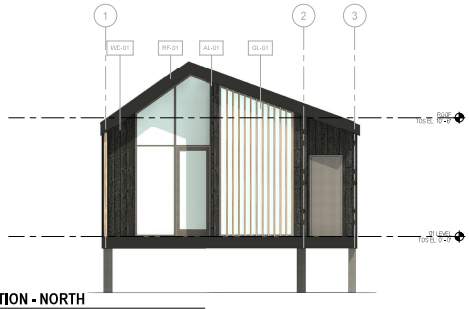
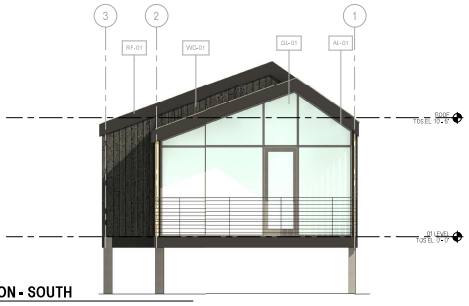


A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
1/4" = 1'-0"



2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Section and Elevation

Project No. 23009

Sheet No.
SS2-A3.01

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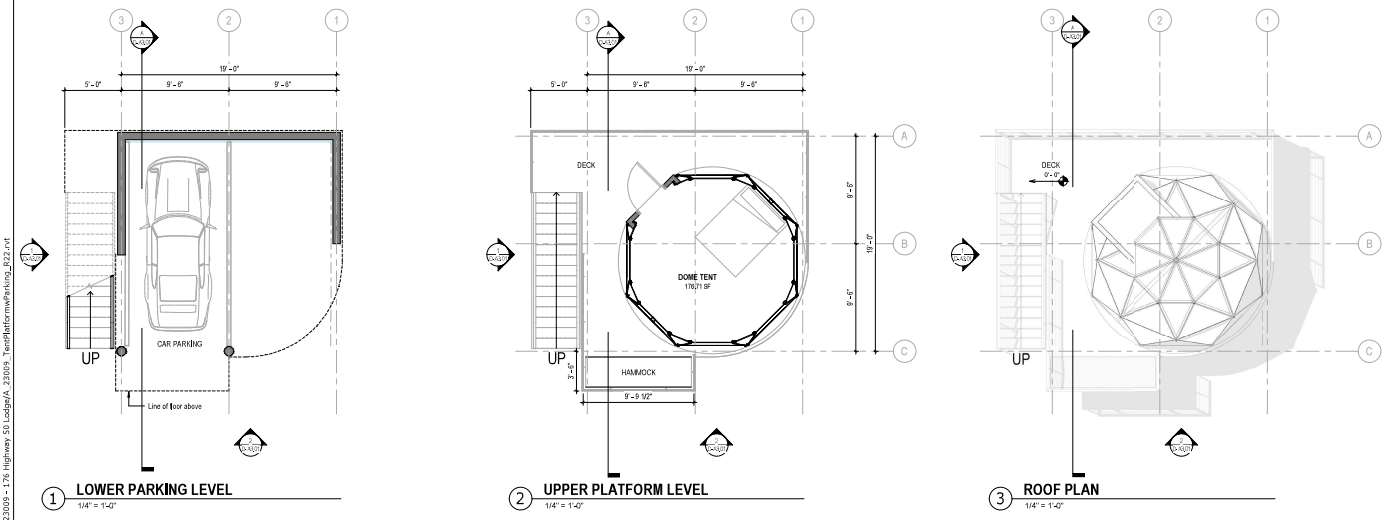

1 LOWER PARKING LEVEL
1/4" = 1'-0"

2 UPPER PLATFORM LEVEL
1/4" = 1'-0"

3 ROOF PLAN
1/4" = 1'-0"

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Retreat 50 Glamping Resort

50 % Schematic Design- TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Dome tents - Floor and Roof Plan

Project No. 23009

Sheet No.
D-A2.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_TentPlatformwParking_R22.rvt
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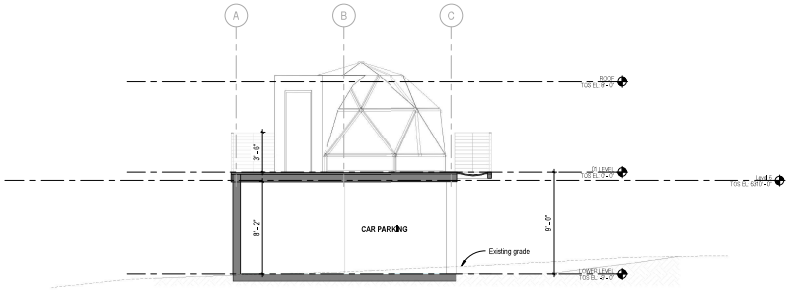
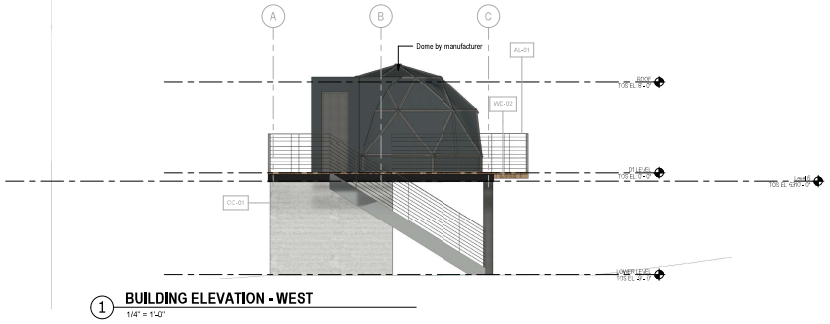


A **SECTION 1**
1/4" = 1'-0"



1 **BUILDING ELEVATION - WEST**
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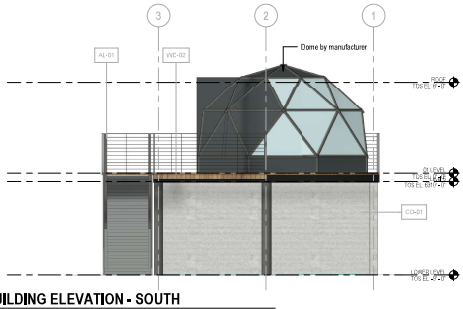

2 **BUILDING ELEVATION - SOUTH**
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN



WD-02 WOOD WESTERN RED CEDAR



CC-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY



GL-01 VISION GLASS



RF-01 STANDING SEAM METAL ROOF

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No.	Description	Date

Sheet Title
Dome tents - Section and Elevation

Project No. 23009

Sheet No.
D-A3.01

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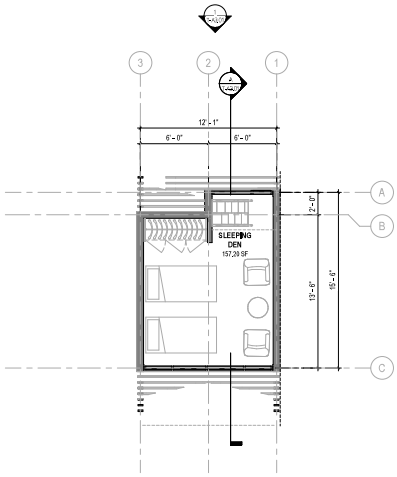
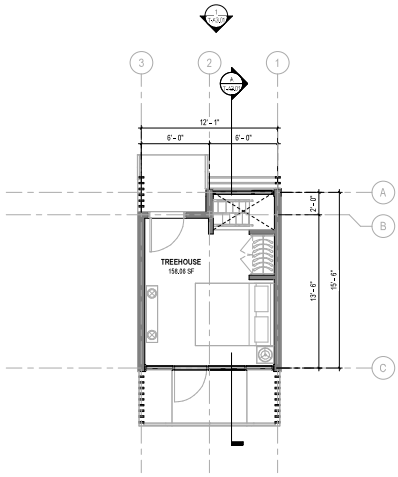


1 LOWER LEVEL PLAN
1/4" = 1'-0"



2 LEVEL 01 PLAN
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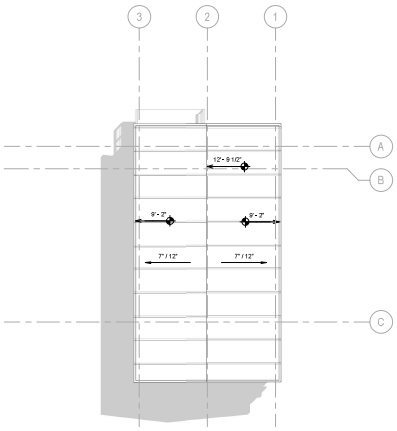

3 ROOF PLAN
1/4" = 1'-0"

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50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Treehouse - Floor Plan and Roof Plan

Project No. 23009

Sheet No.
T-A2.01

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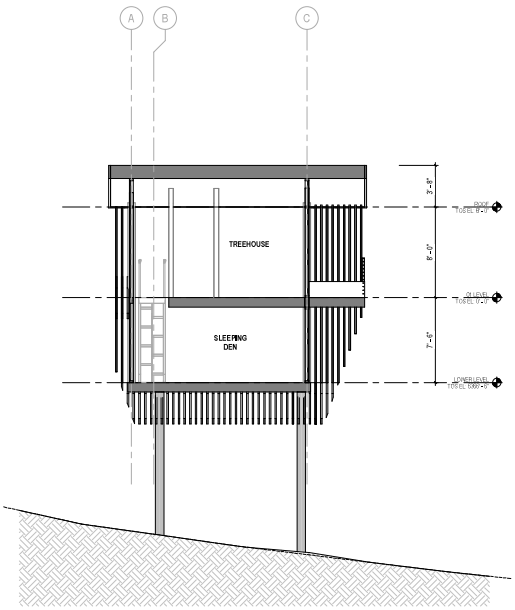
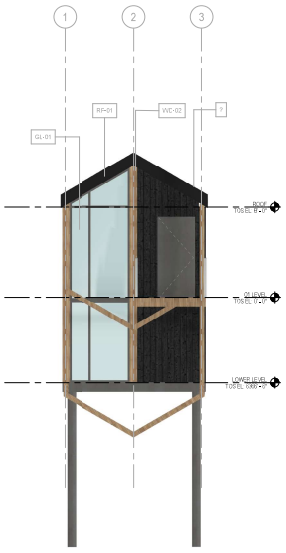


A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
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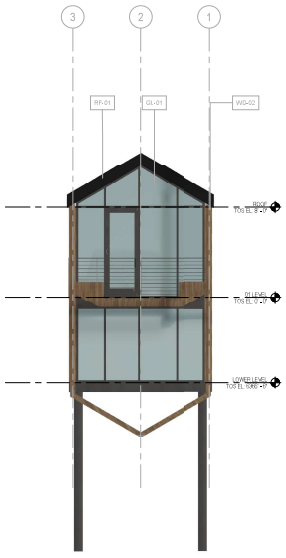

2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN

WD-02 WOOD WESTERN RED CEDAR

CO-01 BOARD FORMED CONCRETE

AL-01 ANODIZED ALUMINUM - DARK GRAY

GL-01 VISION GLASS

RF-01 STANDING SEAM METAL ROOF

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Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Treehouse - Section and Elevation

Project No. 23009

Sheet No.
T-A3.01

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TECHNICAL MEMORANDUM

DATE: April 29, 2025

TO: Rachel Bowers, Globetrotter Properties

FROM: Leslie Suen, PE, LSC Transportation Consultants Inc.

SUBJECT: Round Hill Campground Limited Transportation Analysis

Per your request, LSC Transportation Consultants, Inc. has prepared a limited transportation analysis for the proposed campground located southeast of the shopping center at US 50 and Elks Point Road intersection in Round Hill Village, Nevada. First, the existing traffic conditions are presented. Next, the trip generation of the proposed project is estimated, and the following areas of impact are addressed: intersection level of service and vehicle miles traveled (VMT) analysis. Finally, the parking analysis is presented. The parking demand is then compared to the proposed parking supply.

LAND USES

The Round Hill Campground is nine acres of undeveloped land that will be developed into 53 camp sites and 1 accessory dwelling unit. These camp sites will be composed of 18 “dome sites”, 9 “tree house” units, and 26 “sleeping shelters”. The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed restricted for employee housing only.

In addition to the camp sites, a building designated “The Clubhouse” will host the check-in and check-out area, a communal work area, tapping into the "work from home trend" and enabling guests to extend their stays beyond weekend nights. The Clubhouse will have a retail area where guests can obtain packaged food, beverages, property logo merchandise, and sundry items. This space is also planned to include a communal kitchen and cooking area for guest use and for cooking class programming. This structure will include “back of house” (BOH), storage, and meeting space. Surrounding the building will be a deck for guest use as well as communal fire pits. A pavilion with a self-service vending area (including beer and wine) will be provided on-site.

Recreational amenities will be provided, such as a yoga platform. A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground.

A food truck will be parked on-site to provide additional food and beverage options for campsite guests. Two EV shuttles will be on-site and available for guests. In addition, a total of 6 EV charging stations will be available

for guest usage. All the above uses will only be available for guests of the campground and will not be available to the public.

Accessory Uses

According to the *TRPA Code of Ordinances - Section 21.3.2*, accessory dwelling units are defined as follows:

> *21.3.2. Accessory Dwelling Units (formerly Secondary Residences) Accessory dwelling units (ADUs) shall be considered an accessory use to the primary use it serves and may be permitted where the primary use is a permissible use. An accessory dwelling unit shall be considered a residential unit subject to the residential Figure 21.3.1-B: Example Tourist Accommodation Accessory Use Figure 21.3.1-C: Example Recreation Accessory Use CHAPTER 21: PERMISSIBLE USES 21.3 Accessory Uses 21.3.3 Local Utility Lines TRPA Code of Ordinances Adopted by Governing Board December 12, 2012 | Amended June 26, 2024 | Page 21-4 allocation limitations and transfer provisions. An accessory dwelling unit shall be eligible for a residential bonus unit provided it meets the requirements of Section 52.3.4. Accessory dwelling units shall not be considered in the calculation of density.*
>
> *A. Up to two accessory dwelling units per parcel shall be considered accessory uses where the primary use is a single-family or multi-family use and is a permissible use. These units may include a guest house or an affordable, moderate, achievable, or market-rate rental unit. They may be attached, within, or detached from the main dwelling. B.*
>
> *B. One accessory dwelling unit shall be considered an accessory use where the primary use is commercial use, public service, or recreational use. These units may include an affordable or market-rate rental unit; a caretaker residence, and a manager's quarters for a tourist accommodation use or multi-residential use other than multi-family.*

As only one deed restricted accessory dwelling unit is being provided for the campground, it may be considered an accessory use to the campground. Therefore, this unit would not create any additional trips or vehicles miles traveled (VMT) due to offset trips. This offset would be the elimination of the on-site employee's trips to work (which would usually be coming from off-site and are included in the campground trips/VMT). This would offset any increase in trips made by employees living onsite making shopping or other trips off-site.

Traffic Conditions

Through the study area, US 50 is a four-lane highway with a posted speed limit of 45 miles per hour (mph). Elks Point Road is a two-lane road with a posted speed limit of 35 mph. The proposed site driveway would be located on the south side of Elks Point Road just west of Dorla Court. The proposed access point would form a T-intersection with Elks Point Road, with no existing turn lanes present and no restrictions on turning movements.

Existing Traffic Volumes

PM turning-movement counts were conducted at US 50/Elks Point Road and Elks Point Road/Dorla Court/Wyndham S Shore by LSC staff on Wednesday, May 1, 2024, from 3:00 PM to 6:00 PM. The PM peak hour occurred from 4:00 PM to 5:00 PM. The turning-movement counts at Elks Point Road/Dorla Court were

used to determine the through movements on Elks Point Road at the site-access driveway. Based on available NDOT counts, peak summer volumes are higher in July than in May. The observed count data was increased by 47 percent to reflect traffic conditions in the peak month of summer, based on the ratio of April/May to July peak-hour counts conducted by NDOT. In addition, beach traffic is substantially lower in May than during peak season. Based on previous peak summer counts conducted in 2007 along the lake side of Elks Point Road, an additional 62 percent growth was applied to the volumes on Elks Point Road to the west of US 50/Elks Point Road to account for the increase in beach traffic in summer. The existing no-project volumes are found in Table 1.

TABLE 1: Round Hill Campground - Peak-Hour Intersection Traffic Volumes

	Northbound			Southbound			Eastbound			Westbound			
Intersection	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	Total
Existing No Project													
US 50/Elks Point Road	57	911	191	21	823	34	42	16	82	301	29	59	2,566
Elks Point Road/Site Driveway	0	0	0	0	0	0	0	87	0	0	66	0	153
Project Net Impact													
US 50/Elks Point Road	7	0	0	0	0	5	3	1	4	0	1	0	21
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	0	1	13	0	0	23
Existing Plus Project													
US 50/Elks Point Road	64	911	191	21	823	39	45	17	86	301	30	59	2,587
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	87	1	13	66	0	176

Source: LSC Transportation Consultants, Inc.

Trip Generation

The first step in the analysis of traffic impacts is to prepare an estimate of the number of trips generated by the proposed project. Trip generation is the evaluation of the number of vehicle trips that will either have an origin or destination at the project site. Daily vehicle trips and peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project.

The full buildout of the project includes the construction of 53 camp sites and 1 accessory dwelling unit. The dwelling unit would consist of 3 bedrooms and 9 beds to house up to 9 employees. Standard daily and peak-hour trip-generation rates are provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 11th Edition Manual* (ITE, 2021). These standard rates were reviewed, and the trip-generation rates used in this study are based on the following methodology and assumptions:

- **Campground Trip Generation** – The PM peak-hour rates are based on the rates for campground/RV Vehicle Park in the ITE *Trip Generation Manual.* As a daily trip rate is not available, the peak-hour rate was factored based on the ratio of daily to PM peak-hour rates for the Motel land use to identify a daily rate of 4 daily trips per site. Additionally, four campgrounds' transportation analyses were reviewed.
    - *The Brockway Campground – Limited Traffic Analysis* (LSC, May 13, 2015) assumed a rate of 4.18 vehicle-trips per site per day.
    - *The 56 Acres Master Plan* (LSC, August 17, 2021) assumed a rate of 4.02 vehicle-trips per site per day.
    - *The Tijuana River Valley Regional Park Campground and Education Center Transportation Impact Analysis* (Chen Ryan, September 2018) assumed a rate of 4.0 vehicle-trips per site per day.
    - *The Traffic Impact Analysis—Under Canvas, Teton* study conducted by SET Engineering in November 2021 used a rate of 2.0 vehicle-trips per site per day (for a development with a high level of internal amenities).

  In addition, the project proponent will provide two shuttles as an amenity available to campground guests and employees, with service to/from the airport, skiing, shopping, restaurants, outdoor recreational activities, hiking trails, and beaches. Each shuttle will accommodate between 12-19 people. In the peak season, each shuttle will have 4 daily runs. The shuttles are to run between 7:30 AM and 7:30 PM. To be conservative, any decrease in trips due to the shuttle would be offset by the shuttle trips themselves. Based on all the above information, a conservative rate of 4.0 trips per day per campsite is appropriate.

  Next, since the accessory dwelling unit (ADU) is an accessory use to the campground as defined in the land use section above, all trips to/from the ADU are included in the campground trip generation.

- **Off-site Manager** – One of the managers is assumed to live off-site. All other employees are assumed to live on site. This employee is assumed to generate a total of 2 daily trips, with one occurring in the PM peak hour.

- **Service Trips** – A total of four service trips are assumed to happen once a week for services such as UPS deliveries, laundry service, food truck deliveries, catering, and trash collection. To be conservative, and since the most congested time in the area is during the late afternoon, the four service trips are assumed to happen in the PM peak hour on the same day.

The resulting trip generation for the project is summarized in Table 2.

Reduction for Non-Auto

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. The project is located approximately 0.5 miles from Nevada Beach. The Lam Watah Nature Trail to Nevada Beach provides access between Round Hill Village and Kahle Drive in Stateline, Nevada. The 2014 and 2018 *Summer TRPA Travel Mode Share Survey* data was analyzed to determine non-auto reductions for the summer season. For visitors, data from the surveys conducted in the Round Hill area was isolated. Of the 75 survey trips, 29 percent were made via non-auto modes.

A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground. Amenities such as pre-made meal kits, a kitchen facility, a camp shop, a self-serve beverage well, and catering during peak summer weekends will also make campers more inclined to stay on site rather than go off site. However, per TRPA staff, the estimated daily trip rate of a campground cannot be dropped below 4.0 without further research of existing campgrounds, which goes beyond the scope of this study. As such, no reduction was applied to the campsites for non-auto trips.

For the employee trips, “Journey to Work” data from the United States Census Bureau data was reviewed for the nearby towns of Zephyr Cove, Round Hill Village, and Stateline, Nevada. Per the census data, zero percent of journey-to-work trips were made via non-auto modes in the towns of Zephyr Cove and Round Hill Village. In Stateline, Nevada, 25 percent of journey-to-work trips were made via non-auto modes. In addition, the free South Shore Microtransit Service “Lake Link” operates year-round from 7:00 AM to 9:00 AM and provides access in the south shore area. Rides are available within the South Shore area from the Safeway in Round Hill, Nevada, to the Chart House Restaurant located on Kingsbury Grade to the Grocery Outlet in South Lake Tahoe, CA. Taking all this data into consideration, the non-auto access rate for the managers is conservatively assumed to be around 10 percent, as shown in Table 2.

Trip Generation at Site Driveways

Multiplying the land-use quantities by the trip rates and applying reductions for non-auto trips yields the vehicle trips generated at the site driveways. As shown in Table 2, the proposed land uses are forecast to generate a total of approximately 222 daily vehicle trips at the site driveways on a weekday, including 23 PM peak-hour vehicle trips (14 inbound plus 9 outbound).

TABLE 2: Round Hill Campground - Trip Generation

Description	Quantity	Units	ITE Land Use Category	ITE Land Use Code	Trip Generation Rates [1]				Reduction for Non-Auto Trips	Vehicle Trips at Site Driveways			
					Daily	PM Peak Hour				Daily	PM Peak Hour		
						In	Out	Total			In	Out	Total
Campground	53	Sites	Campground/RV Vehicle Park	416	4.00	0.18	0.09	0.27	0%	212	10	4	14
Accessory Dwelling Unit[2]	1	DU	Accessory to campground										
Off-Site Manager	1	Employee	person-trip analysis		2.00	0.00	1.00	1.00	10%	2	0	1	1
Service Trips	4	Service Trips	person-trip analysis		2.00	1.00	1.00	2.00	0%	8	4	4	8
Shuttle Trips			Accessory to campground										
Total Site Access Trips										**222**	**14**	**9**	**23**

Note 1: The daily rate a factored rate (campground to motel rate) as a daily campground rate is unavaialable from ITE .

Note 2: Per the TRPA Code of Ordinance Section 21.3.2B, the Accessory Dwelling Unit is an accessory use to the Camground and all trips generated are included in the campground trip generation

Source: LSC Transportation Consultants, Inc. and Institute of Transportation Engineers Trip Generation (11th Edition)

Trip Distribution and Assignment

The distribution of site-generated vehicle trips is based on Wood Rodgers: *Retreat 50 Glamping Resort TIS* (May 2023). The distribution is as follows:

- 38 percent to/from north on US 50 toward Incline Village
- 45 percent to/from south on US 50 toward Stateline
- 8 percent to/from west on Elks Point Road toward Nevada Beach
- 9 percent to/from east on Elks Point Road toward Safeway

The site-generated traffic volumes are assigned through the study intersections by applying the distribution percentages to the peak-hour vehicle trips. The site-generated traffic volumes are then added to the no-project sets of volumes to get the plus-project sets of volumes, as seen in Table 1.

LEVEL OF SERVICE ANALYSIS

Level of Service (LOS) is a quantitative and qualitative measure of traffic conditions on isolated sections of roadways or intersections. LOS ranges from "A" (with no congestion) to "F" (where the system fails with gridlock or stop-and-go conditions prevailing). As is the standard for traffic engineering analyses, intersection LOS is analyzed based on the procedures presented in the *Highway Capacity Manual* (Federal Highways Administration, 2016) using the Synchro software application (Version 11.1, Trafficware). The LOS calculations are attached for further reference.

LOS Standards

TRPA LOS Policy

The LOS standards for the Lake Tahoe Basin, established by the Tahoe Regional Planning Agency (TRPA), are outlined in the *2020 Regional Transportation Plan* with the intent that the Region's highway system and signalized intersections during peak periods shall not exceed the following:

1. LOS C on rural scenic/recreational roads,
2. LOS D in rural developed areas,
3. LOS D on urban roads, or
4. LOS D for signalized intersections - LOS E may be acceptable during peak periods, not to exceed four hours per day.

The *Regional Transportation Plan* also states that: "These vehicle LOS standards may be exceeded when provisions for multimodal amenities and/ or services (such as transit, bicycling, and walking facilities) are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected roadways." (Policy 4.11). While the Tahoe Regional Planning Compact looks to "reduce the dependency on the private automobile," there are currently no adopted requirements or standards regarding the quality of service of other travel modes (i.e., transit, biking, or walking) that could potentially reduce the demand on the roadway system.

The TRPA does not have a specific adopted standard for unsignalized intersections.

Douglas County Standards

The LOS standards for Douglas County are set forth in *the Douglas County Roadway Design and Construction Standards*, June 2020:

> "For signalized intersections and/or roadway segments in zoning applications, LOS 'D' will be the design objective in urban areas, and LOS 'C' will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS 'D' will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS 'E' at signalized intersections for any analysis scenario."

Therefore, the LOS standard applied to this study is D for the signalized intersection and LOS D for the unsignalized intersection.

Intersection Level of Service

As shown in Table 3, the intersection of US 50/Elks Point Road currently operates at LOS F. With implementation of the proposed project, the US 50/Elks Point Road intersection will continue to operate at LOS F. Though the intersection is currently failing, the impact of the proposed project results in an increase of volumes of less than 1 percent to the intersection. Additionally, the project has proposed several elements that encourage non-auto travel as stated above in the 'Reduction for Non-Auto' section. As such, the project's net impact to the intersection is acceptable.

With the implementation of the proposed project, the Elks Point Road/Site Driveway will operate at LOS A.

TABLE 3: Round Hill Campground - Intersection LOS Summary

			PM Existing No Project		PM Existing Plus Project	
Intersection	Control Type	LOS Threshold[1]	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
US 50/Elks Point Road	Signalized	D	**OVF**	**F**	**OVF**	**F**
Elks Point Road/Site Driveway	TWSC	D	-	-	8.9	A

BOLD text indicates that LOS standard is exceeded.

OVF = Overflow. Overflow indicates a delay greater than 200 seconds per vehicle, which cannot be accurately calculated using HCM methodology.

TWSC = Two-Way Stop-Control

NOTE 1: Level of service for signalized intersections is reported for the total intersection. Level of service for roundabouts and other unsignalized intersections is reported for the worst movement.

Source: LSC Transportation Consultants, Inc.

VMT Analysis

Vehicle miles traveled (VMT) was evaluated in accordance with the current TRPA *Project Impact Assessment Guidelines* (August 26, 2024). Per TRPA standards, this analysis focuses on VMT generated within the Tahoe Basin only. The project is located in PIA zone 41.

Average Annual Daily Trips of Campground

Due to the nature of a campground, occupancy is higher in summer than in the winter or other seasons. The 53 camp sites are composed of 18 "dome sites", 9 "tree house" units, 26 "sleeping shelters", and 1 accessory dwelling unit. It should be noted that the accessory dwelling unit is an accessory use to the campground (discussed above) and does not generate additional VMT. The 18 "dome sites" are only in operation from May 1-October 15, whereas the "tree house" units and "sleeping shelters" are operational year-round. The occupancy of the campsite is expected to vary throughout the year from 20 percent in the shoulder seasons to 100 percent in the peak summer season, as shown in Table 4. For the year as a whole, the average annual occupancy of the project is 60 percent.

To support the project's occupancy assumption, two data sources were reviewed in the south shore area: the *56 Acres Master Plan and South Lake Tahoe Recreation and Aquatics Center Project – A Multigenerational Center* (Ascent, 2021) and the Nevada Beach Campground (2025). The 56 Acres campground had a summer occupancy of 75 percent based on occupancy data from 2018. The Nevada Beach campground was reviewed in terms of reservations, in the upcoming summer of 2025, all available nights are reserved, so essentially 100 percent occupancy is assumed during the summer operating season. Next, the average annual occupancy was calculated for each campground with 56 acres at 28 percent and 38 percent for Nevada Beach. The proposed project assumes a 60 percent occupancy on an average annual basis. This a partially due to the year-round operation of the proposed project. If it were assumed that the two reference campgrounds had year-round operations, then their average annual trips would be calculated at 58 percent for 56 acres and 68 percent for Nevada Beach. As the expected average annual occupancy for the project is within the range of the 56 Acres campground and the Nevada Beach Campground's occupancy, the occupancy provided by the client is considered reasonable. Applying the occupancy to the daily trip rates results in 114 average annual daily trips for the campground, as shown in Table 4.

Average Trip Length

The TRPA average trip length for the project's VMT analysis zone (Zone 41) of 4.96 is applied to all uses.

Mobility Fee of Project

VMT was estimated for this project as a whole by multiplying the average annual project-generated trips (and taking reductions for non-auto trips as discussed above) by the average trip lengths. This results in an average annual project VMT of 615, as shown in Table 5. The project VMT generated is then compared to the TRPA screening criteria. The small project screening criteria is 715 average annual VMT or less, therefore this project meets this screening criteria and is screened out of further analysis.

Based on the VMT generated and 2025 TRPA fees, the estimated mobility fee is $127,479. Note TRPA staff will determine the actual mobility fee.

TABLE 4: Average Annual Daily Trips of Campground

Month	Available Units[1]	Daily Trip Rate	Occupancy	Daily Trips
January	35	4.00	40%	56
February	35	4.00	40%	56
March	35	4.00	20%	28
April	35	4.00	60%	84
May	53	4.00	80%	170
June	53	4.00	100%	212
July	53	4.00	100%	212
August	53	4.00	100%	212
September	53	4.00	80%	170
October	53	4.00	40%	85
November	35	4.00	20%	28
December	35	4.00	40%	56
Average Annual Daily Trips			**60%**	114

Note 1: The "Dome" units will only be available from May 1-October 15 of each year. The remaining units are operational year-round.

Source: LSC Transportation Consultants, Inc.

TABLE 5: Round Hill Campground - Vehicle Miles Traveled (VMT)

Description	Land Use Quantity		Average Annual Daily Trips	Zone Average Trip Length[1]	VMT After Non-Auto Reductions
Campground	53	Sites	114	4.96	566
Accessory Dwelling Unit[2]	Accessory to campground				
Off-Site Manager	1	Employee	2	4.96	10
Service Trips	4	Service Trips	8	4.96	40
Shuttle Trips	Accessory to campground				
Project Total			**124**		**615**
TRPA Screening Criteria					**715**
Criteria Met?					**Yes**
Fee per VMT for Campgrounds					**$ 207.13**
Total Mobility Fee[3]					**$ 127,479**

Note 1: TRPA data for PIA Zone 41. Average trip length for camp sites from Table 5.

Note 2: Per the TRPA Code Section 21.3.2B, the ADU is an accessory use to the Camground and all trips/VMT generated by the ADU are included in the campground trip generation rate.

Note 3: The calculated mobility fee is an estimate. TRPA will calculate actual fee based on the submittal date.

Source: LSC Transportation Consultants, Inc. and TRPA Project Impact Assessment Guidelines

Parking Analysis

The Douglas County Code is the applicable parking code for this project. However, as the project will have many parking limitations, a person-trip analysis was performed for most of the land uses. The project will have the following limitations according to the program:

- Campsite guests will only be allowed 1 vehicle per campsite.
- The two shuttle spaces will be exclusively available for the two shuttle vehicles.
- One space will be available for the off-site managers.
- Three spaces will be available for the ADU per the Code.

Table 6 presents an evaluation of the parking demand associated with the proposed land uses. The parking rates are applied to the proposed land uses, as shown in Table 6. After taking reductions for non-auto trips, this results in a total demand of 59 parking spaces.

Proposed Parking Supply

The proposed parking supply for the site is as follows:

- 53 campsite spaces
- 4 employee spaces
- 2 shuttle spaces

The parking supply for each land use is compared to the parking demand, as seen on the right side of Table 6. As shown, the project parking supply is adequate and has no surplus or deficit.

TABLE 6: Round Hill Campground - Peak Parking Demand

Description	Quantity	Units	Parking Ratio Category	Parking Rate	Required Parking Spaces for Individual Use	Proposed Parking Spaces	Parking Surplus/ Deficit
Campground	53	Sites	person-trip analysis	1.00 per site	53		
Accessory Dwelling Unit	3	Bedrooms	Boarding House	1.00 per bedroom	3		
Off-Site Manager	1	Employees	person-trip analysis	1.00 per employee	1		
Service Trips					0		
Shuttle	2	Shuttles	person-trip analysis	1.00 per shuttle	2		
Subtotal Camping Site Parking					53	53	
Subtotal Employee Parking					4	4	
Subtotal Shuttle Parking					2	2	
Total Project					**59**	**59**	**0**

Source: LSC Transportation Consultants, Inc.

CONCLUSIONS

The following conclusions are made based on this analysis:

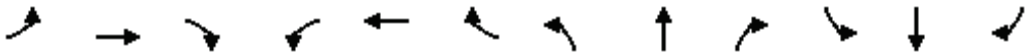
- The proposed project would generate approximately 222 daily vehicle trips, with 23 in the PM peak hour (14 inbound and 9 outbound) on a peak summer day.
- The US 50/Elks Point Road operates at an unacceptable LOS F both without and with the project. However, the project's net impact on the intersection is acceptable due to the extensive non-auto access options. The site-access intersection operates at an acceptable LOS A with the proposed project.
- The total VMT generated by the project (after reductions) is 615 annual average daily VMT. As this is less than the small project screening criteria of 715 average annual daily VMT, the project is screened out of further VMT analysis.
- The estimated TRPA mobility fee for the project is $127,479.
- The parking demand for the project is 59 parking spaces. As the parking supply is 59 parking spaces, the parking supply is adequate.

Attached: Synchro Outputs

Appendix A
LOS

HCM 6th Signalized Intersection Summary
1: Hwy 50 & Elks Point Rd

06/28/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Future Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	17	89	327	32	64	62	990	208	23	895	37
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	619	81	0	619	81	1047	220	44	1161	48
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3478	144
Grp Volume(v), veh/h	63	0	89	359	0	64	62	601	597	23	457	475
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1844
Q Serve(g_s), s	0.0	0.0	3.1	0.0	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Cycle Q Clear(g_c), s	33.1	0.0	3.1	33.1	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.08
Lane Grp Cap(c), veh/h	90	0	619	81	0	619	81	636	630	44	593	616
V/C Ratio(X)	0.70	0.00	0.14	4.42	0.00	0.10	0.77	0.94	0.95	0.52	0.77	0.77
Avail Cap(c_a), veh/h	90	0	619	81	0	619	111	636	630	105	593	616
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.9	0.0	16.7	42.4	0.0	16.4	40.0	26.4	26.4	40.8	25.3	25.3
Incr Delay (d2), s/veh	18.6	0.0	0.0	1568.1	0.0	0.0	12.2	24.3	25.0	3.6	9.3	9.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	1.1	37.1	0.0	0.8	1.5	14.8	14.8	0.5	9.0	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	52.5	0.0	16.7	1610.5	0.0	16.4	52.2	50.7	51.4	44.4	34.7	34.3
LnGrp LOS	D	A	B	F	A	B	D	D	D	D	C	C
Approach Vol, veh/h		152			423			1260			955	
Approach Delay, s/veh		31.6			1369.3			51.1			34.7	
Approach LOS		C			F			D			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.2		39.6	10.9	34.2		39.6				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	5.3	* 28		32.1				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.1	4.9	21.6		35.1				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.6		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.3
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

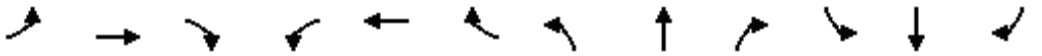
Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	0	0	66	0	0
Future Vol, veh/h	87	0	0	66	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	0	0	72	0	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	95	0	167	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	72	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1499	-	823	962
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1499	-	823	962
Mov Cap-2 Maneuver	-	-	-	-	823	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	-	-	-	1499	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Future Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	49	18	93	327	33	64	70	990	208	23	895	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	620	81	0	620	90	1042	219	44	1131	53
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3456	162
Grp Volume(v), veh/h	67	0	93	360	0	64	70	601	597	23	460	477
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1841
Q Serve(g_s), s	0.0	0.0	3.2	0.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Cycle Q Clear(g_c), s	33.0	0.0	3.2	33.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.09
Lane Grp Cap(c), veh/h	90	0	620	81	0	620	90	633	627	44	581	602
V/C Ratio(X)	0.74	0.00	0.15	4.42	0.00	0.10	0.78	0.95	0.95	0.52	0.79	0.79
Avail Cap(c_a), veh/h	90	0	620	81	0	620	129	633	627	106	581	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	34.2	0.0	16.6	42.2	0.0	16.3	39.6	26.4	26.4	40.6	25.8	25.8
Incr Delay (d2), s/veh	25.0	0.0	0.0	1567.2	0.0	0.0	10.2	25.1	25.8	3.5	10.6	10.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	1.2	37.1	0.0	0.8	1.6	14.9	14.9	0.5	9.3	9.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.3	0.0	16.6	1609.4	0.0	16.3	49.8	51.5	52.2	44.2	36.3	36.0
LnGrp LOS	E	A	B	F	A	B	D	D	D	D	D	D
Approach Vol, veh/h		160			424			1268			960	
Approach Delay, s/veh		34.5			1369.0			51.8			36.4	
Approach LOS		C			F			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.0		39.5	11.4	33.5		39.5				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	6.1	* 28		32.0				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.0	5.3	21.8		35.0				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.5		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.1
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	1	13	66	1	8
Future Vol, veh/h	87	1	13	66	1	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	1	14	72	1	9

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	96	0	196	96
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1498	-	793	960
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1498	-	785	960
Mov Cap-2 Maneuver	-	-	-	-	785	-
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	915	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	937	-	-	1498	-
HCM Lane V/C Ratio	0.01	-	-	0.009	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

TAHOE REGIONAL PLANNING AGENCY

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STAFF REPORT

Date: September 17, 2025

To: TRPA Governing Board

From: TRPA Staff

Subject: Globetrotter Properties, LLC "Talaz" Developed Campground Project; 176 US Hwy 50, Douglas County, NV: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (access easement); TRPA File #ERSP2024-1277

Summary and Staff Recommendation:
Staff recommends that the Governing Board make the required findings, including a finding of no significant effect, and approve the proposed project.

Required Motions:
To approve the proposed project, the Board must make the following motions based on the staff report:

1) A motion to approve the required findings, including a finding of no significant effect; and
2) A motion to approve the proposed project subject to the conditions contained in the draft permit (Attachment B).

For the motions to pass, an affirmative vote of five members of the Governing Board from Nevada and nine members of the Governing Board overall is required.

Project Description:
Globetrotters Properties, LLC (the applicant) is requesting approval of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses[1], and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees) on an approximately 9-acre parcel located at 176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1 to October 15, whereas the treehouse units and sleeping shelters are planned to be operational year-round. The subject site is proposed to be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off Highway 50. The project also includes substantial tree removal, which is defined as activities on project areas of three acres or more that propose the removal of more than 100 live trees 14 inches in diameter at breast height (DBH).

Governing Board Review: The proposed project requires Governing Board review and approval per Tahoe Regional Planning Agency (TRPA) Code, Section 2.2.2.E*: Recreation*, which requires the Governing Board review and approve recreation projects involving new facilities or additions involving more than 3,000 square feet of building floor area, more than 3,500 square feet of land coverage, or allocation of Persons at One Time (PAOT). TRPA Code, Section 2.2.2.A.1.h, also requires the Governing Board review and approve substantial tree removal (61.1.8).

[1] The treehouses will not be attached to or in trees.

Background:
The subject site is located within Plan Area Statement (PAS) 070B - Rabe, which has a recreation land use designation. The Rabe PAS states that existing recreation uses should continue and the public beach (Nevada Beach) and camping areas should be expanded. Developed campgrounds are an allowed use in the Rabe PAS.

TRPA Code defines a "Developed campground" as:

> Land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle, and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities.

On April 22, 2004, a previous property owner received approval from TRPA to construct a single-family dwelling on the subject site. The PAS identifies single-family dwellings as a special use. The permit for the single-family dwelling has expired.

In 2024, the applicant submitted the proposed project with 53 campsites that all include permanent sleeping structures (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses. None of the proposed sleeping structures have kitchens. Only seven units (13 percent) have ensuite bathrooms. The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the "Developed Campground" use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS and offers a greater public benefit than the previously approved residential use. The proposed use is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses, at campgrounds.

Surrounding Uses:
The subject parcel is adjacent to U.S. Hwy 50, a U.S. Forest Service-owned parcel that includes Rabe Meadow and Nevada Beach Campground and Beach, and the Dorla Court office buildings.

Bathrooms and Kitchens:
Seven (7) sleeping shelters will have ensuite bathrooms. Guests in the domes and treehouses will use the comfort stations, as those units do not include bathrooms. None of the units will have kitchens. The clubhouse includes a kitchen for guests.

Floor Area:
Floor area of structures:

Treehouse: Total gross floor area (384.03) square feet (footprint 192 square feet)
Sleeping Shelter: 425.83 square feet
Sleeping Shelter with Ensuite (Bathroom): 586.4 square feet
Dome: 212.05 square feet
Accessory Dwelling Unit: Total gross floor area 2,120.69 square feet (footprint 1,132.66 square feet)

Development Rights:
The Rabe PAS has 500 overnight Persons at One Time (PAOTs) allocated to it. PAOTs are the number of people that a recreation use can accommodate at a given time (a measure of recreation capacity). Per TRPA Code, Section 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs.

TRPA has reserved 212 PAOTs (ref. TRPA-ALLOC-2640) for the proposed campground. The applicant will be required to transfer in one residential unit of use (RUU) for the accessory dwelling unit (ADU). The subject site is not within the residential bonus unit boundary and therefore the ADU does not qualify for a bonus unit.

Scenic:
The subject parcel is visible from U.S. Highway 50 and is within Roadway Travel Route #31: *Meadow*, which is in scenic attainment. The new structures will be required to comply with the TRPA Design Review Guidelines, which means the project must use earthtone colors and non-reflective building materials. Existing and proposed vegetative screening will help to screen the proposed buildings from U.S. Highway 50. An emergency access gated driveway is proposed off U.S. Highway 50 as part of the project. Project renderings from Highway 50 are provided as Attachment C.

Density:
The maximum site density for developed campgrounds in the Rabe PAS is 8 sites per acre. The maximum allowed density for the subject site is 72 sites. The proposed campground density is 53 sites. TRPA Code, Section 21.3.2, allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation.

Accessory Dwelling Unit:
The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed-restricted for onsite employee housing only.

Height:
All structures are below the maximum height limits in TRPA Code, Table 37.4.1-1: *Maximum Heights for Buildings*.

Rock Outcrops/Boulders:
The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders were identified as "floaters" – not tethered to bedrock – and may be relocated within the project site. As part of the project, the permittee will need to identify on the plans the rock outcrops proposed to be retained and the boulders proposed to be relocated. Temporary Best Management Practices (BMPs) will need to be installed to protect rock outcrops during construction.

Water Quality:
Water Quality Best Management Practices (BMPs) to infiltrate runoff from the 20-year, 1-hour storm event are required to be installed with the project.

Excavation:
Maximum excavation depths cannot exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

Land Capability and Coverage:
The original Assessor's Parcel Number (APN) for the site was APN 07-020-07. It was assigned an Individual Parcel Evaluation System (IPES) score for the purpose of calculating land coverage for a future single-family dwelling.

	Area (sf)	Base Allowable (sf)
IPES 902 (27%)*	94,012	25,383
Class 4 (20%)	219,987	43,997
Class 2 and 1a (1%)	82,401	824
Total	396,400 (9.1 acres)	70,204

*The IPES score associated with the current APN: 1318-22-001-013 is showing an IPES Building Site Area of 328,144 with 29% base allowable land coverage.

November 2, 2001 - a previous property owner recorded a deed restriction transferring 681 square feet of Class 2 base allowable land coverage and 143 square feet of Class 1a base allowable land coverage from APN: 07-020-07 (which was later changed to APN 1318-22-001-008 and then to APN 1318-22-001-013 - the project site) (ref. TRPA File #20010738).

May 30, 2001 - a previous property owner recorded a deed restriction transferring 12,683 square feet of Class 4 base allowable land coverage from APN: 07-020-07 (ref. DOC. # 0515438).

April 22, 2004 - a previous property owner received approval from TRPA to construct a single-family dwelling on APN 1318-22-001-008 (now APN 1318-22-001-013 - the project site) with a condition that they transfer land coverage from the subject site to the access easement on the adjacent U.S. Forest Service Parcel (APN: 1318-22-001-009) for the purpose of constructing a driveway.

September 12, 2006 - a deed restriction was recorded transferring 14,287 square feet of Class 4 potential land coverage from APN 1318-22-001-008 to APN: 1318-22-001-009 (ref. Doc. # 20041263).

June 13, 2007 - TRPA denied a request for a Major Plan Revision to provide access to the property from U.S. Highway 50, rather than from the Forest Service access easement.

July 2, 2007 - the previous property owner submitted a Notice of Appeal to the TRPA denial of a request for a Major Plan Revision (TRPA File # ADMIN2007-0021).

January 21, 2008 - TRPA sent the permittee a letter outlining a Preliminary Settlement Agreement, which included allowing for TRPA's consideration of the access from Highway 50 in exchange for the permanent retirement of the 14,287 square feet of land coverage previously transferred to the access easement and permanently extinguishing the access easement.

September 9, 2009 - a previous property owner recorded a deed restriction rescinding the deed restriction that resulted in the transfer of land coverage (ref. Doc. # 0750398) and recorded a deed restriction permanently retiring the 14,287 square feet of Class 4 potential land coverage (ref. Doc. #0750400). The previous property owner also recorded a deed restriction extinguishing their rights to the Forest Service access easement. (ref. DOC # 0750399). The single-family dwelling was never constructed and the permit expired. As part of the Pre-Application submitted for this project, the applicant submitted correspondence from the U.S. Forest Service indicating that the access easement is still in place.

As part of this application, the applicant is requesting that the recorded deed restriction permanently retiring the land coverage (14,287 square feet) and the deed restriction extinguishing their rights to the access easement be rescinded by TRPA since the associated development was never pursued and the permits have expired. The 14,287 square feet of land coverage and access easement are both needed for the proposed project.

The access easement on the Forest Service parcel (APN: 1318-22-001-009) is within LCD Class 4 per a TRPA stamped set of plans dated April 22, 2007. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant will need to transfer 2,151 square feet of land coverage to the access easement.

January 18, 2024 - the applicant received approval for a land capability challenge, reclassifying the property to LCD Classes 2, 4, and 6 (ref. LCAP2023-0144). Below is the proposed coverage table for the project. It includes transferring 13,318 square feet of land coverage previously transferred off the site back to the site. The land coverage will be transferred to LCD Class 4. This results in a remaining 189 square feet of land coverage that could be transferred back to the site for a future project.

Project Site Coverage Table (APN: 1318-22-001-013)				
	Class 2 (1%)	**Class 4 (20%)**	**Class 6 (30%)**	**Total**
Land Area	13,767	96,152	285,755	395,674
Base Allowable Coverage**	138	19,230	85,727	105,095
Previously Transferred Off-Site	Applied 138	Applied 13,369 balance	n/a	-143 Class 1a - 681 Class 2 -12,683 sf Class 4 - 13,507 (Total)*
Base Allowable after subtracting transferred coverage	0	5,861	85,727	91,588
Proposed Land Coverage	0	19,179*	84,736	103,915
Proposed Land Coverage after Exemptions	0	19,179*	83,523 (1,213 exemption***)	102,702
Coverage Required to be Transferred Back to Site	0	13,318	0	13,318
Remaining Base Allowable	0	0	2,204	2,204 of Class 6

*13,507 square feet of land coverage was previously transferred off-site (ref. TRPA File # 20010115STD - 12,683 sf of LCD Class 4 and TRPA File # 20010738 - 681 sf of Class 2 and 143 sf of Class 1a).
**The 14,287 square feet of coverage previously extinguished is included in base allowable amount. The applicant is requesting this amount of land coverage be reinstated with the project.
***The permittee is proposing 4,850 square feet of pervious pavers, which is eligible for a 25% coverage exemption or 1,213 square feet.

Access Road Coverage (APN: 1318-22-001-009)	
	Class 4 (20%)
Proposed Land Coverage	18,351
Base Allowable Land Coverage	16,200
Land Coverage that is Required to be Transferred to the Site	2,151

The coverage will be transferred to the access easement pursuant to TRPA Code, Section 30.4.2.A.2.

Mobility/Vehicle Miles Traveled/Parking:

The proposed project will generate 615 vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average annual daily VMT. The increase in VMT will be mitigated through the payment of a $127,385 mobility mitigation fee ($207.13 per average VMT). The mobility mitigation fee can be used by Douglas County for projects that align with the goals of the Regional Transportation Plan, such as building bicycle or pedestrian infrastructure. The subject site is connected to the Stateline-to-Stateline bikeway. The Stateline-to-Stateline bikeway provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hill Shopping Center. A total of 30 bikes will be available on-site, free to use between 7:30 AM and 8:30 PM, for guests staying at the campground. Two electric shuttle vans will also be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, etc. The project includes 59 parking spaces (1 per each of the 53 campsites, 3 for the ADU, 1 for a manager, and two for shuttles). Six EV charging stations will be available to guests. The Transportation Analysis, dated April 29, 2025, is provided as Attachment E.

Substantial Tree Removal:
TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches in diameter at breast height (DBH) or larger. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58 percent of the trees on site being removed for the construction of roads, buildings, camp sites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees, 14 inches DBH and greater, will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that the Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan. The Substantial Tree Removal Plan is provided as Attachment F.

Tahoe Douglas Fire Protection District:
The applicant submitted an email from the Tahoe Douglas Fire Protection District approving a "PRE TRPA Review" and indicating the District will review the plans to ensure compliance with fire flow, sprinklers, alarms, and fire department gate requirements. There will be no wood-burning fire pits or fireplaces within the project area. Gas fireplaces will be provided in communal areas.

Douglas County:
This project requires a Douglas County Design Review and Building Permit.

Wildlife:
The proposed project may result in impacts to nesting birds during tree removal and construction activities during the nesting season (March 15-August 31), which would result in violation of the Migratory Bird Treaty Act of 1918. To offset impacts to nesting bird species, the following mitigation measure is in the draft permit:

> A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season (March 15 to August 15), a qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the

authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Archaeological Resources:
Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. The draft permit includes a condition requiring the permittee to cease all grading and notify TRPA immediately if previously unknown or undocumented historic, pre-historic, or paleontological materials appearing to be 50 years or older are discovered during grading activity. TRPA will then suspend all grading and consult with the Washoe Tribe and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner will be required to provide protection for the discovered material during this period.

Public Noticing:
TRPA notified property owners within 300 feet of the project area that the Governing Board would review and consider approval of this project.

Environmental Review:
The applicant has prepared an Initial Environmental Checklist (IEC) to analyze potential environmental impacts caused by the project and TRPA staff completed a Project Review Conformance Checklist and V (g) Findings. Based on the IEC, Project Review and Conformance Checklist and V(g) Findings, and conditions in the draft permit, staff is recommending that a Finding of No Significant Effect be made for the proposed project. The IEC and V(g) Findings are provided as Attachments G and H, respectively.

Regional Plan Compliance:
The proposed project, as conditioned in the draft permit, is consistent with the TRPA Goals and Policies, Rabe PAS, TRPA Design Review Guidelines, and TRPA Code of Ordinances, including all required findings.

Contact Information:
For questions regarding this agenda item, please contact Brandy McMahon, AICP, Principal Planner, at (775) 589-5274 or bmcmahon@trpa.gov. To submit a written public comment, email publiccomment@trpa.gov with the appropriate agenda item in the subject line. Written comments received by 4 p.m. the day before a scheduled public meeting will be distributed and posted to the TRPA website before the meeting begins. TRPA does not guarantee written comments received after 4 p.m. the day before a meeting will be distributed and posted in time for the meeting.

Attachments:
A. Required Findings/Rationale
B. Draft Permit
C. Project Renderings
D. Draft Plans
E. Transportation Analysis
F. Substantial Tree Removal Plan
G. Initial Environmental Checklist
H. Project Review Conformance Checklist and V (g) Findings

Attachment A
Required Findings/Rationale

Required Findings/Rationale

Required Findings: The following is a list of the required findings as set forth in Chapters 3, 4, 30, 33, 37, and 61 of the TRPA Code of Ordinances. Following each finding, Agency staff has indicated if there is sufficient evidence contained in the record to make the applicable findings or has briefly summarized the evidence on which the finding can be made.

1. Chapter 3 – Required Findings:

   Based on the information submitted in the Initial Environmental Checklist (IEC), and other information known to TRPA, TRPA shall make one of the following findings and take the identified action:

   (a) The proposed project could not have a significant effect on the environment and a finding of no Significant effect shall be prepared in accordance with the Rules of Procedure, Section 6.6;

   (b) The proposed project could have a significant effect on the environment but, due to the mitigation measures that have been added to the project, the project could have no significant effect on the environment and a finding of no significant effect shall be prepared in accordance with Rules of Procedure Section 6.7; or

   (c) The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with Chapter 3 of the TRPA Code of Ordinances and the Rules of Procedure, Article 6.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, staff concludes there is sufficient evidence that the proposed project, with the conditions in the draft permit, will not have a significant effect on the environment. A finding of no significant effect will be prepared.

2. Chapter 4 – Required Findings:

   (a) The project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and maps, the Code and other TRPA plans and programs.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, there is sufficient evidence demonstrating that the proposed project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, the Rabe PAS, the TRPA Code, and other TRPA plans and programs.

   (b) The project will not cause the environmental threshold carrying capacities to be exceeded.

   TRPA staff completed the "Project Review Checklist and Article V(g) Findings" in accordance with Chapter 4.3, of the TRPA Code of Ordinances. All responses indicate compliance with the environmental threshold carrying capacities. The applicant also completed an IEC. No significant environmental impacts were identified and staff concludes the project will not have a significant effect on the environment.

(c) Wherever federal, state or local air and water quality standards applicable for the Region, whichever are strictest, must be attained and maintained pursuant to Article V(g) of the TRPA Compact, the project meets or exceeds such standards.

TRPA is requiring that all potential environmental impacts of the project be mitigated through the project design, including the installation of both temporary and permanent Best Management Practices and payment of mobility and water quality mitigation fees. The project must also comply with all Douglas County and State of Nevada requirements. As a result, upon completion, the project will not adversely affect air or water quality standards.

3. Chapter 30 – Required Findings:

Finding 30.4.2.A.2: Linear Public Facilities and Public Health and Safety Facilities
The maximum land coverage for linear public facilities and public health and safety facilities is limited to the minimum amount needed to achieve their public purpose, except as provided for non-motorized public trails in subsection 30.4.6.D.3. Such transfer may be permitted, provided TRPA makes the following findings:

a. The project complies with required findings for additional public service facilities if required pursuant to Section 50.8;
b. There is no feasible alternative that would reduce land coverage;
c. The project, because of its unusual configuration or service requirement, requires special consideration; and
d. The facility primarily serves the needs of persons other than those who are or will be residents of the lands in question, or the owners of the land in question.

The permittee is proposing to construct a driveway to the subject site through an access easement on a US Forest Service parcel (APN: 1318-22-001-009). The access easement is within LCD Class 4, which is considered high-capability land suitable for development. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant is proposing to transfer 2,151 square feet of land coverage to the access easement. The proposed driveway is needed for guests and staff to access the subject site. Although the subject site could be accessed directly from U.S. Highway 50, the project applicant is proposing to access the site via Elks Point Road due to U.S. Highway 50's traffic volumes and scenic corridor designation.

4. Chapter 33 – Required Findings:

Finding 33.3.6.B: Excavations in excess of five feet in depth or where there exists a reasonable possibility of interference or interception of a water table shall be prohibited unless TRPA finds that:

A Soils/Hydrologic report prepared by a qualified professional, which proposed content and methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation

Maximum excavation depths are limited to 5 to 8 feet, consistent with the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152) for the project. TRPA staff found no evidence of groundwater within this depth range.

5. Chapter 37 – Required Findings:

TRPA may approve building heights over 26 feet, up to the maximums set forth in Table 37.4.4-1, if the following findings set forth in Section 37.7 are made.

The proposed structures comply with TRPA Code, Chapter 37: *Height.* The sleeping shelters, domes, and comfort stations are all below 26 feet in height, which do not require special height findings. The treehouses, BBQ Pavilion, ADU, and main lodge are all above 26 feet in height, which require special height findings.

Finding 1
When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.

The additional height will not extend beyond the forest canopy. The project is not located in the shoreland.

Finding 2
When outside a community plan, the additional height is consistent with the surrounding uses.

The additional height is consistent with surrounding uses, including office buildings located on Dorla Court.

Finding 3
With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

Existing vegetation will be preserved, and new landscaping will be added to screen buildings from Highway 50. Non-reflective, earthtone exterior materials will be used. Views from Highway 50 should not be impacted by the project.

Finding 8
The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height. The maximum height at the corner of two exterior walls is the difference between the point of lowest natural ground elevation along an exterior wall of the building, and point at which the corner of the same exterior wall meets the roof. This standard shall not apply to an architectural feature described as a prow.

The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height.

6. Chapter 61 – Required Findings:

The following finding in TRPA Code, Section 61.1.5, is required for substantial tree removal:

Before tree-related projects and activities are approved by TRPA, TRPA shall find, based on a report from a qualified forester, that the project or activity is consistent with Chapter 61 and the Code. TRPA may delegate permit issuance to a federal, state, or other qualified agency through a memorandum of understanding.

TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches diameter at breast height (DBH) or larger and that substantial tree removal projects shall be processed by the appropriate state and federal agencies in coordination with TRPA. Substantial tree removal must be prepared by a qualified forester. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58% of the trees on site being removed through construction of roads, campsites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement, which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees 14 inches DBH and greater will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan.

TRPA Code, Section 61.3.7: *Old Growth Enhancement and Protection*, sets standards for the removal of trees 24 inches in DBH or greater in the eastside forest type in areas designated as recreation. The subject site is within the Rabe PAS, which has a recreation land use designation. On the project site, the total amount of trees to be removed includes 18 trees greater than 24 inches in DBH. In the access easement, the total amount of trees to be removed includes 24 trees greater than 24 inches in DBH. The site does not contain an old growth ecosystem (ref. IEC). For the project to move forward as proposed, the trees will need to be removed.

Attachment B
Draft Permit

Draft Permit

PROJECT DESCRIPTION: Globetrotter Properties, LLC - Talaz Developed Campground Project

PERMITTEE(S): Globetrotter Properties, LLC APN: 1318-22-001-013 & -009

COUNTY/LOCATION: Douglas County/176 US Hwy 50 FILE #: ERSP2024-1277

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on _____, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on _____, 2028, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, DEMOLITION, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
(3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

_____ _____

TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____
(wet signature required)

PERMIT CONTINUED ON NEXT PAGE

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APN: 1318-22-001-009 & -013

FILE NO. ERSP2024-1277

Security Posted (1):	Amount $_____	Paid ____	Receipt No. _____
Water Quality Mitigation Fee (2): APN: 1318-22-001-013	Amount $98,429.34	Paid _____	Receipt No. _____
Water Quality Mitigation Fee (3): US Forest Service parcel APN: 1318-22-001-009	Amount $30,132.00	Paid _____	Receipt No. _____
Off-Site Coverage Mitigation Fee (4): APN: 1318-22-001—009 & 013	Amount $19,995_	Paid _____	Receipt No. _____
Mobility Mitigation Fee (5):	Amount $127,385	Paid _	Receipt No.
Security Administration Fee (6):	Amount $_____	Paid __	Receipt No. _____

Notes:

(1) See Special Condition 3.A, below.
(2) See Special Condition 3.B, below.
(3) See Special Condition 3.C, below.
(4) See Special Condition 3.D, below.
(5) See Special Condition 3.E, below.
(6) Refer to the TRPA Fee Schedule for the current security administration fee.

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

_____ _____

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes the construction of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit) at

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176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1st to October 15th, whereas the treehouses and sleeping shelters will be operational year-round. The accessory dwelling unit will be a 3-bedroom unit with the capacity to house up to 9 employees. The subject site will be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off of Highway 50. Two shuttles and free bike rentals will be provided to guests. Temporary and permanent Best Management Practices (BMPs) will be installed as part of this project.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:

   A. The security required under Standard Condition A.3 of Attachment R shall be 110 percent of the estimated cost to install BMPs. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and the TRPA Fee Schedule for the required security administration fee.

   B. A water quality mitigation fee of $98,429.34 shall be paid to TRPA. This fee is based on the creation of 52,919 square feet of new base allowable land coverage at a rate of $1.86 per square foot on APN: 1318-22-001-013 (102,702 sf of proposed coverage – 13,318 sf of transferred coverage – 36,465 of previously mitigated coverage). *Note: A water quality mitigation fee of $56,156.10 was paid to TRPA under File # 20021991 (ref. Receipt # 438577). The fee was based on the creation of 36,465 square feet of land coverage at a rate of $1.54 per square foot.*

   C. A water quality mitigation fee of $30,132 shall be paid to TRPA. This fee is based on the creation of 16,200 square feet of new base allowable land coverage at a rate of $1.86 per square foot for the driveway on the U.S. Forest Service parcel (APN: 1318-22-001-009).

   D. The permittee shall submit an offsite coverage mitigation fee of $19,995 for the creation of 1,333 square feet of land coverage in the public right-of-way ($15.00 per square foot in South Stateline (NV) Hydrologic Area). *Note: 762 square feet is proposed on U.S. Highway 50 and 892 square feet is proposed on Elks Point Road. An off-site coverage mitigation fee of $3,852 was paid to TRPA under File #20021991 (ref. Receipt # 438577). The fee was based on the creation of 321 square feet of off-site coverage for the driveway.*

   E. The permittee shall submit a $127,385 mobility mitigation fee. This fee is based on the addition of 615 average daily vehicle miles traveled (VMT) ($207.13 per average daily VMT).

   F. The permittee shall transfer 2,151 square feet of coverage to APN: 1318-22-001-009 for the access road. The access easement is within LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

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G. The permittee shall transfer 13,318 square feet of coverage to APN: 1318-22-001-013 to replace coverage previously transferred off the site. The coverage will be transferred to LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

H. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction permanently retiring the 14,287 square feet of land coverage.

I. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction extinguishing the property owner's rights to the access easement.

J. The permittee shall record a TRPA approved deed restriction limiting the use of the ADU to only employees of the campground. The permittee shall provide the most recent grant deed for the property to TRPA.

K. The permittee shall provide evidence that the Nevada Department of Transportation (NDOT) has approved the emergency access onto Highway 50.

L. The permittee shall provide evidence that the Tahoe Douglas Fire Protection District (TDFPD) has approved the project.

M. The final construction drawings shall have notes indicating conformance to the following design standards for color, roofs, and fences:

(1) Color: The color of this structure, including any fences on the property, shall be compatible with the surroundings. Subdued colors in the earthtone and woodtone ranges shall be used for the primary color of the structure. Hues shall be within the range of natural colors that blend, rather than contrast, with the existing vegetation and earth hues. Earthtone colors are considered to be shades of reddish brown, brown, tan, ochre, and umber.

(2) Roofs: Roofs shall be composed of non-glare earthtone or woodtone materials that minimize reflectivity.

(3) Fences: Wooden fences shall be used whenever possible. If cyclone fence must be used, it shall be coated with brown or black vinyl, including fence poles.

N. A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within in 30 feet of structures."

O. The permittee shall submit a landscape/revegetation plan for the project area. The landscape/revegetation plan shall be consistent with the requirements of Chapter 36 of the TRPA Code of Ordinances, TRPA Handbook of Best Management Practices, and Living with Fire, Lake Tahoe Basin, Second Edition.

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P. The permittee shall submit an exterior lighting plan with specifications and/or details for all proposed exterior lighting fixtures and a proposed location plan. All exterior lighting shall be consistent with TRPA Code of Ordinances, Section 36.8 *Exterior Lighting Standards*. Specifically, all exterior lighting shall be fully shielded and directed downward so as not to produce obtrusive glare onto adjoining properties or the public right-of-way. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizonal is prohibited.

Q. The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders ("floaters") may be relocated within the project site. The permittee shall identify on the plans the rock outcrops proposed to be retained and boulders proposed to be relocated for review and approval by TRPA staff. Temporary BMPs may need to be installed to protect rock outcroppings.

R. The construction staging area shall be shown on the final plans.

S. The location of utilities shall be shown on the final plans.

T. The permittee shall submit a signage plan or a separate signage application to TRPA.

U. The permittee shall submit a project construction completion schedule to TRPA prior to commencement of construction. The schedule shall include completion dates for each item of construction, as well as BMP installation for the entire project area.

V. The permittee shall submit the BMP Plan to TRPA's Environmental Improvement Department for review and approval. The BMP Plan shall be updated to include:

1) Driplines extended one foot beyond each roof end.
2) Baffles when driplines are installed on slopes.
3) Non-flammable borders.
4) Five-foot non-combustible perimeters around structures.
5) Swales included in calculations (they will reduce basin sizes).
6) Swales with check dams.
7) Drain inlets or sediment canisters at the ends of conveyances that will discharge parking or road runoff to basins.
8) Basins with flat bottoms that follow the contours of slopes.
9) BMP details.
10) Snow storage areas and signage locations.
11) Parking barriers. Parking barriers shall be installed to prevent off-pavement parking.

W. A BMP Inspection and Maintenance Plan shall be submitted detailing the maintenance requirements and schedules for all BMPs installed on the property.

X. A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season

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(March 15 to August 15), the qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Y. The permittee shall e-mail one final set of plans to TRPA for electronic stamping.

4. Maximum excavation depths shall not exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

5. No structures shall be attached to trees.

6. No wood fireplaces or wood burning fire pits are approved with this project.

7. New gas fireplaces must meet the requirements of the TRPA Code of Ordinances (Code Section 65.1.4). Floor plans must include the make and model to ensure new heaters meet TRPA requirements.

8. All recommendations in the Substantial Tree Removal Plan, dated February 15, 2025, and Nevada Forest Practice rules shall be followed.

9. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.

10. Prior to security release, photos shall be provided to TRPA taken during the construction of any subsurface BMPs or of any trenching and backfilling with gravel.

11. All BMPs shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.

12. Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. In the event that previously unknown or undocumented historical, pre-historical, or paleontological materials appearing to be 50 years or older are discovered during grading activity, all grading shall cease and TRPA shall be notified immediately. TRPA shall suspend grading and consult with the Washoe Tribe, if applicable, and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner shall provide protection for the discovered material during this period.

13. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for

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any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

14. This approval is based on the permittee’s representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

END OF PERMIT

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Attachment C
Project Renderings

Project Renderings

From Highway 50 Looking at Project Site

Driving north towards Round Hill



Driving south towards Stateline



Attachment D
Draft Plans

Attachment E

Transportation Analysis

Attachment F
Substantial Tree Removal Plan

Globetrotter 50 Project

Tree Removal Plan



Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Prepared By: William E. Snyder
California Registered Professional Forester 1760
February 15, 2025

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Globetrotter 50 Tree Removal Plan

Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Project Location: The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 sites per acre, or a maximum of 72 sites for this property.

Project Description and Landowner Objectives: The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 employees in an accessory dwelling unit building.

Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Regulatory Setting:

1. TRPA
   This project will remove in excess of 100 live trees greater than 14 inches in DBH and larger and per TRPA Code of Ordinances 61.1.8 the project will exceed the Substantial Tree Removal threshold.

   This Tree Removal Plan is intended to describe the prescription for tree removal in conformance with TRPA Code of Ordinances 61.1.6 A. 3.-7., B. 1.-4, C., D. 1.-5.E. 1.-2 and F. 3.-4.

   It is the intent to make commercial use of sawlogs from trees which are removed per TRPA Code of Ordinances 61.1.6 A.

2. Nevada Division of Forestry
   While trees will be removed for commercial use, The Nevada Division of Forestry determined that because the parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland. As such, the Nevada Division of Forestry determined that neither a Timberland Conversion Certificate nor a Logging Permit through the State of Nevada is required to remove trees from the property. A copy of

the email from the Nevada Division of Forestry is included as an attachment to this report.

Site Description Physical Setting:

- Existing Vegetation
    - **Vegetation Type:** Vegetation on the project site consists of eastside Jeffrey pine (*Pinus jeffreyi)* forest with sampled trees indicating a stand age of approximately 120 to 130 years. A minor component of white fir (*Abies concolor)* is present in the stand. Diameter distribution of the existing stand is dominated by 10" to 20" DBH trees with a scattered component of trees larger than 24" DBH.

      Understory vegetation consists of Greenleaf manzanita (*Arctostaphylos patula*), bitterbrush (*Purshia tridentate*), mountain sagebrush (*Artemisia tridentate*), and mahala mat (*Ceanothus prostrates*). Conifer regeneration is largely absent from the site.

    - **Late Seral/Old Growth Ecosystems**: The site/parcel and adjacent properties do not contain any late seral/old growth ecosystems and no impacts to these ecosystems will occur.

    - **Forest Structure:** Canopy closure levels of overstory conifers is variable. Approximately 50% of the site is open with canopy closure ranging from 0 to 15%. On the balance of the site, stands are well stocked and canopy closure is higher ranging from 30 to 50%.

      The overstory stands are approximately 120 to 130 years old based on a limited sample of dominant trees. Tree heights ranged from 72 to 90'.

- **Soils**: Soils on the site are well drained sandy loams developed from granitic parent material. Slopes generally range from 2% to 30% with a steeper area in the northeast corner of the project which is dominated by granite outcrops. This area is not within the development footprint and is less than ½ acre in size. The property's land capability consists of Classes 2, 4 and 6 lands.

- **Access**: Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

- **Hydrology:** There are no watercourses or streams located on the project site or immediately adjacent to or downslope of the project area.

- **Sensitive Wildlife and Plants**: Wildlife use is currently influenced by existing fencing along the entire property line. Signs of usage by larger mammals would not be expected given the fencing and none were observed.

  No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

  The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which would result in violation of the Migratory Bird Treaty Act of 1918. Mitigations to avoid impacts to nesting birds are described in the Tree Removal Plan section.

- **Forest Health**: Observations of tree conditions noted two issues of concern that will need to be monitored. These include some indications of what is presumed to be Jeffrey pine bark beetle (*Dendroctonus jeffreyi*) activity in the existing stands that has led to some mortality. In addition to the observed bark beetle activity, a light to moderate level of dwarf mistletoe (*Arceuthobium campylopodum*) in the Jeffrey pine was also observed.

  Post tree removal and post construction activities will need to include monitoring of retained trees.

Planned Tree Removal

- **Objectives**: The property will be managed as a recreational destination for visitors to the Lake Tahoe area Consistent with the anticipated long term use, the overall objectives related to tree and forest stands is to maintain or enhance the health of the existing stands of trees to maintain the aesthetic qualities of the property and enhance the quality of guest experience.

  Consistent with these objectives, it is the property owner's intent to retain as many trees as possible throughout the project site. However, site development will result in removal of 58% of the trees on site through construction of roads, buildings and camping sites, trails, drainage for control of runoff, comfort stations, parking areas, etc.

  Development Area Tree Count Removal Summary*:* All trees greater than 10" in DBH were measured and tagged. A tree was noted as likely to be removed if the tree was located within the footprint of planned development feature such as a road, building, parking lot, drainage feature, etc. Based on tree tally information it was determined that a total of 226 trees 14" and greater in DBH will be removed. The total includes 18 trees greater than 24" in DBH.

Forest Service Road Right of Way Tree Count Removal Summary*:* In addition to the trees to be removed by the project development activities on the 9 acre parcel, trees will also be removed in the right of way which crosses federal lands administered by the Forest Service. A 100% inventory was done to determine the number of trees to be removed within the right of way. The results of the inventory of trees indicate that 54 trees 14" and greater in DBH will be removed. Twenty-four of the trees to be removed are greater than 24" in DBH.

- **Harvesting systems**: Terrain on the project area is conducive to utilization of ground based logging methods and equipment. Equipment to be utilized will likely include rubber tired skidders, small bulldozers, loaders, chippers, and related servicing equipment. As described previously, slopes range from 2 to 30%. The preferred mix of equipment will include the use of conventional tree falling using chainsaws or, depending on availability, feller-bunchers.

- **Tree Removal Guidelines**: All trees 10" and greater have been tagged and numbered by the project manager and forester. Tree lists by number have been provided to TRPA staff along with a geo-referenced base map to allow for review and evaluation by TRPA staff.

  To assist the timber operator in determining trees to be removed, prior to the start of logging operations, the Project Manager and Project Forester will mark trees for removal based on site development plans. Trees to be removed will be marked with paint with a horizontal stripe at breast height and a spot on the stump. In addition trees outside of the development footprint located within the project boundaries which are dead or dying will be marked for removal.

- **Tree Removal Management Practices**

  - Tree felling-Trees will be felled to minimize damage to leave trees and vegetation to be retained. Trees will be directionally felled away from structures located within 100' of the developed areas to the north of the project area and the project boundary adjacent to Highway 50. Stump height shall not exceed 6" as measured from the uphill side of the slope unless, as determined on an individual tree basis, conditions such as rock or other obstruction warrant leaving a taller stump. In the cases where leaving a taller stump is warranted, stump height will be minimized to the extent possible..

    The preferred method of tree felling will be hand felling with chainsaws with the option to use feller bunchers depending on availability of timber operators.

If conventional hand felling is utilized, felled trees will be bucked into merchantable log lengths with limbs lopped from unmerchantable portions of the tops of the trees. If feller bunchers are used, it is the intent to fell the trees and skid whole trees to the landing location for processing into appropriate log lengths. Some top breakage is anticipated even with use of feller bunchers and whole tree skidding. Tops and any slash remaining after whole tree skidding will be lopped by hand.

Damage to unmarked trees and residual vegetation shall be avoided consistent with safety and ground conditions.

- Skidding-Equipment used to skid logs to the landing for processing will include rubber tired skidders and /or small dozers. Skid trails will be flagged by the project manager and forester prior to the start of timber operations and reviewed on the ground with the timber operator.

- Access-Access to the logging site will be over the road right of way across the Forest Service and Highway 170 Elks Point Road to Highway 50. The operator will take appropriate actions to minimize dust associated with hauling of logs and keep the paved portion of Elks Point Road free of dirt and/or mud that might be tracked onto the paved surface as a result of tree removal operations.

- Slash Treatment/treatment of Activity fuels-It is the intent to lop and scatter any limbs and tops that result from hand felling operations to a treated average height of less than 12 inches.

  If whole tree skidding is used as an option following felling by conventional hand methods or use of a feller buncher, whole trees will be moved to a landing located in the southern portion of the project. Whole trees will be processed into logs at the landing and tops, limbs and unmerchantable material will be chipped on site. In-lieu of grass seeding, chipped material may be utilized for mulching skid trail and landing surfaces. Excess material not needed for landing and skidtrail surface protection will be stockpiled onsite for use on the project development, where needed.

  To prevent buildup of bark beetles, slash concentrations will be treated through scattering, chipping or removal from the site within 6 weeks of the date of falling operations.

- Erosion Control-Within 10 days of the completion of skidding operations, water breaks shall be installed on all skid trails and the landing surface. Water break

spacing on skidtrails with grades of less than 10% shall be spaced at intervals of no greater than 100'. Water break spacing on skidtrails greater than 200' feet in length with grades of 11 to 25% shall be spaced at intervals of 75 feet. Native surfaced roads used for logging access will be water barred immediately upon completion of use unless it is anticipated that road improvement work associated with the project development will begin within six weeks of the conclusion of logging operations.

Water break location will be flagged by the project manager or forester on all roads, landings, and skidtrails used for logging operations. Water breaks will be located to allow water to be discharged into some form of vegetative cover, duff, slash or rocks. Water breaks will be cut diagonally to a minimum depth of 6" and with a continuous berm of at least 6". Soil or other material that would prevent water from discharging as intended shall be removed as necessary to allow water to discharge.

In addition to construction of water breaks, skid trail and landing surfaces will be seeded to grass and covered with a sterile straw mulch to an average immediate post treatment depth of 4" over 90% of the skidtrail or landing surface.

In lieu of grass seeding, chips may be placed on skid trail surfaces and on exposed cut and sidecast areas of disturbance associated with roads. Subject to availability, chips will be distributed across the skid trail surface to achieve at least 2" and coverage of at least 90% of the treated area. If insufficient chips are available to treat skid trails, remaining exposed skid trail and/or disturbed areas to be treated associated with road construction, shall be seeded with grass consistent with the provisions of NRS 528.057.

- SEZ Operations-There are no SEZ's on the project area.

- Special Provisions for Protection of Protected Plants and Wildlife:

No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which could potentially result in violation of the Migratory Bird Treaty Act of 1918. In order to offset impacts to nesting bird species the following mitigation measure shall be implemented:

> For construction activities proposed to occur during the nesting season (March 15 August 15), a qualified biologist shall survey the Project Area

to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with USFWS, NDOW and/or TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

- Planned Winter Operations-Given the elevation and aspect of this site, winter operations over the snow are not proposed.

- Treatment of Stumps: Treatment of green stumps is not proposed as stumps will be subsequently removed through development activities.

- Fire Prevention and Fire Plan: The Project Manager and/or Project Forester will develop a Fire Prevention and Fire Plan prior to the start of logging operations. The Fire Prevention and Fire Plan will include the following elements:

    - The responsibilities of the operator to make immediate and sustained attack on all fires starting on the harvest area employing his or her normal logging crew and equipment to the extent necessary to suppress any fires on the logging area.
    - Require logging operator to perform loading, equipment servicing welding and other operations which have the potential to ignite forest fuels over bare ground that extends at least 10 feet on all sides from the activity.
    - Require the Project manager or project forester to provide written notice to the State Forester Firewarden of the timber owner's intent to commence logging operations. The notice shall include a fire plan on a form provided by the State Forester Firewarden. Logging operations shall not start earlier than 10 days after the fire plan has been received by the State Forester Firewarden. The fire plan shall include at least the following information:
        - Names of all personnel having responsibility in fire suppression, indicating their duties and line of authority.
        - Location and number of persons ordinarily available for fire fighting.
        - Protocols the logging operator will follow to report fires.

- Lists showing the type, number and location of fire tools and equipment reserved for use only on fires, and also, those units of regular operating equipment that may be used for fire fighting.
- Legal description of the logging area.

Forest Health Considerations

- **Post Logging Tree Monitoring:**

  Tree health of individual trees will be monitored by the Project Manager after logging has been completed and through the period of construction and development. The intent of the monitoring is to detect and respond appropriately to trees which show signs of decline due bark beetle attack, mistletoe, or breakage associated with damage from wind or root systems. Where individual tree health is in question the Project Manager will request evaluation of individual trees by a qualified arborist. Trees, as determined by the arborist, which are anticipated to die and pose a threat to life or property, will be removed by an appropriate tree service.

Copy of Email from Anna Higgins, Forester III

Nevada Division of Forestry

Hello Bill,

Thank you for your inquiry to Nevada Division of Forestry regarding potential logging on APN# 1318-22-001-013. As this parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland with a timber owner. As such, no Timberland Conversion Certificate nor Logging Permit through the State of Nevada are required to remove trees from the property. TRPA and Douglas County will cover regulations related to the development of this parcel.

Sincerely,

Anna Higgins

Forester III - Nevada Tahoe Resource Team

Nevada Division of Forestry

901 S. Stewart Street, Suite 5003

Carson City, NV 89701

ahiggins@forestry.nv.gov
(775) 684-2741 office | (775) 600-5798 cell

NEVADA DIVISION OF FORESTRY

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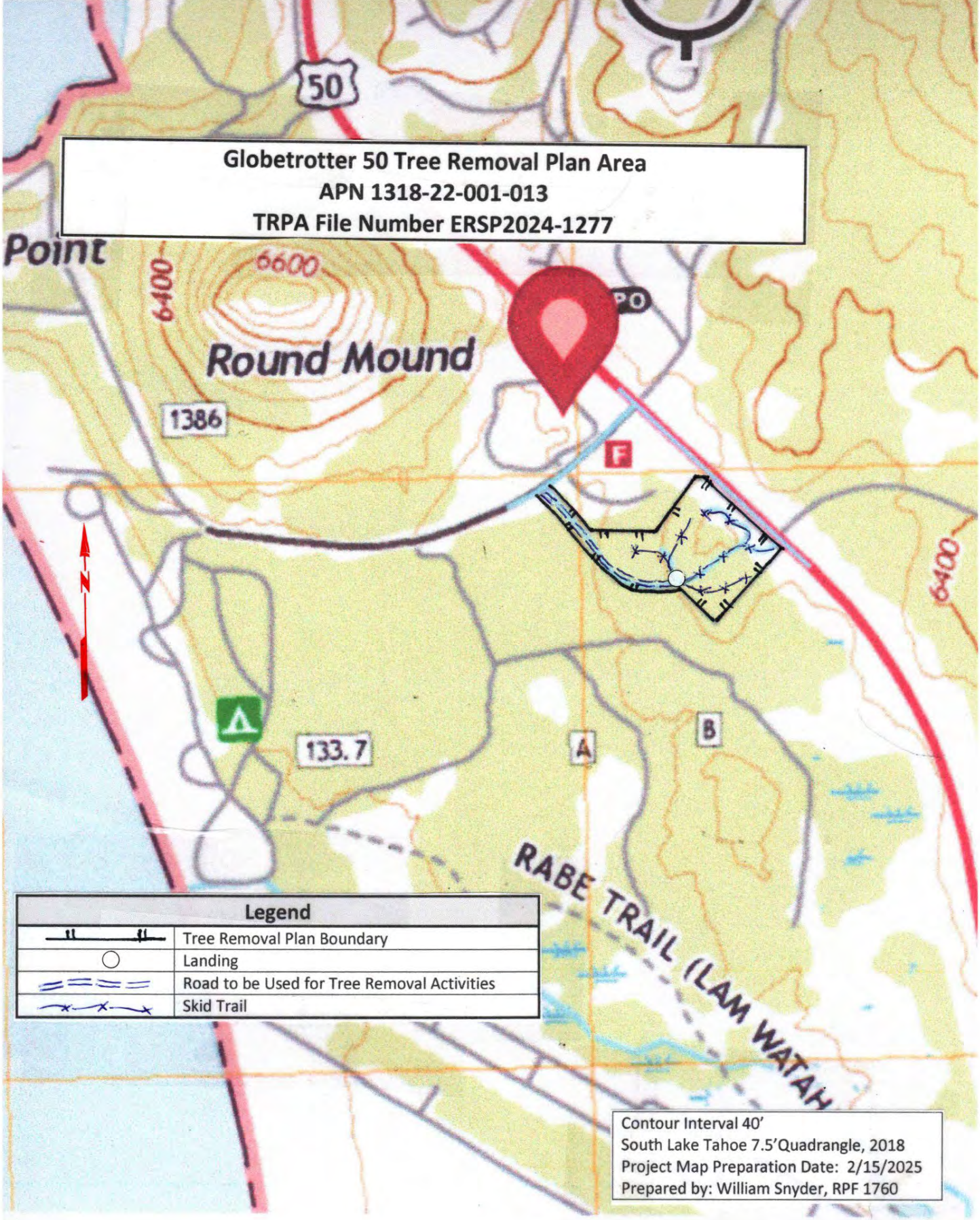
Nevada Department of CONSERVATION & NATURAL RESOURCES

Connect with us:


Globetrotter 50 Tree Removal Plan Area
APN 1318-22-001-013
TRPA File Number ERSP2024-1277
Point
6600
6400
Round Mound
1386
50
F
N
133.7
A
B
6400
RABE TRAIL (LAM WATAH
Legend
Tree Removal Plan Boundary
Landing
Road to be Used for Tree Removal Activities
Skid Trail
Contour Interval 40'
South Lake Tahoe 7.5'Quadrangle, 2018
Project Map Preparation Date: 2/15/2025
Prepared by: William Snyder, RPF 1760

Globetrotter 50 Project

Site and Grading Plan (08/24)



Attachment G

Initial Environmental Checklist

Attachment H
Project Review Conformance Checklist and V (g) Findings

PROJECT REVIEW CONFORMANCE CHECKLIST & V (g) FINDINGS

(Commercial/Tourist Accommodation/Public Service/Recreation/Resource Mngt.)

Project Name: Talaz Developed Campground

Project Type: Recreation

APN / Project Number: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (easement); ERSP2024-1277

Project Review Planner: Brandy McMahon Date of Review: May 12, 2025

NOTE: if the answer to question b. on any of the following questions is *no*, please provide a written justification on a separate sheet for making the findings required in subsections 4.4.1 and 4.4.2 of the code. If the answer to question b. is yes or if no answer is required, this checklist shall serve as justifications for making said findings. Any positive impacts of the project on the thresholds that have not been addressed in these questions should also be noted.

CATEGORY: AIR QUALITY

THRESHOLD: CARBON MONOXIDE (CO) INDICATOR: (CO) 8-hr. avg. Stateline CA station

1.	a.	Does the project generate new vehicle trips?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4.B.1?	Y ☒ N ☐
2.	a.	Does the project create new points of vehicular access?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 34.3.2?	Y ☒ N ☐
3.	a.	Does the project include combustion appliances?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
4.	a.	Does the project include a new stationary source of CO?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: OZONE INDICATOR: Ozone, 1-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase regional VMT?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4?	Y ☒ N ☐
2.	a.	Does the project include new gas/oil space/water heaters?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
3.	a.	Does the project include a new stationary source of NO^2?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: PARTICULATE MATTER INDICATOR: Part. Matter, 24-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase airborne dust emissions?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 60.4.3?	Y ☒ N ☐
2.	a.	Does the project include a new stationary source of particulate matter?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

3. a. Refer to question 1, Ozone, above.

THRESHOLD: VISIBILITY — INDICATOR: miles of visibility, veg and subregional path

1. a. Refer to questions 1-3, Particulate Matter, above.

THRESHOLD: TRAFFIC VOLUME — INDICATOR: traffic volume, US 50 at Park Ave.
US 50 CORRIDOR, WINTER, 4pm-12am — Jan.-Mar. avg., 4pm-12am

1. a. Refer to question 1, CO, above.

THRESHOLD: NO^2 EMISSIONS — INDICATOR: VMT

1. a. Refer to questions 1-2, VMT, below.

THRESHOLD: WOOD SMOKE — INDICATOR: number of wood heaters

1. a. Does the project include any new wood heaters? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 65.1.4.B? Y ☐ N ☐

THRESHOLD: VMT — INDICATOR: changes in number of trips and avg. trip length

1. a. Does the project increase average trip length? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 65.2.4.B? Y ☒ N ☐

2. a. refer to question 1, CO, above.

CATEGORY: WATER QUALITY

THRESHOLD: TURBIDITY — INDICATOR: turbidity of indicator stations

1. a. Does the project increase impervious coverage or create permanent soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.2.3? Y ☒ N ☐

2. a. Does the project create temporary soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.3? Y ☒ N ☐

3. a. Does the project require the use of fertilizer? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.8? Y ☐ N ☐

4. a. Does the project include domestic wastewater discharge to the surface or groundwater? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.3.B? Y ☐ N ☐

5. a. Does the project disturb or encroach on an existing SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

THRESHOLD: CLARITY, WINTER (IN LAKE)
INDICATOR: secch depth, Dec.-Mar. avg. TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: PHYTOPLANKTON PRIMARY PRODUCTIVITY (IN LAKE)
INDICATOR: phyto, primary productivity, ann. Avg., TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: DIN LOAD, SURFACE RUNOFF
INDICATOR: DIN x discharge, tributary network annual total 1

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN LOAD, GROUNDWATER
INDICATOR: DIN x discharge, grndwtr. Network, annual total

1. a. Refer to questions 2 & 3, turbidity, above.

THRESHOLD: DIN LOAD, ATMOSPHERIC
INDICATOR: NO3 + HNO, annual avg. Lake Tahoe Blvd station

1. a. Refer to question 4, turbidity, above.

THRESHOLD: NUTRIENT LOADS, GENERAL INDICATOR: sol. P x discharge sol. Fe x

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: TOTAL N, P, Fe, (trib.) CA ONLY INDICATOR: single reading, tributary network

1. a. Refer to questions 1, 2, 3, and 5, turbidity, above.

THRESHOLD: DIN; SOL, P, Fe, SS (trib.) NV ONLY INDICATOR: single reading tributary network

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN, SOL, P, Fe, SS, GREASE/OIL DISCHARGED TO SURFACE WATER FROM RUNOFF
INDICATOR: single reading runoff sites

1. a. Does the project route impervious surface runoff directly into Lake Tahoe or a major tributary? Y ☐ N ☒
   b. If yes, is the discharge structure consistent with BMP handbook? Y ☐ N ☐

2. a. Does the project create large impervious areas (e.g. parking lots) which may serve as a source of airborne pollutants, grease or oil? Y ☒ N ☐
   b. If yes, is the project consistent with Subsections 60.4.3, 60.4.6, 60.4.9? Y ☒ N ☐

THRESHOLD: TOTAL N, TOTAL P, TOTAL Fe TURBIDITY, GREASE/OIL DISCHARGE TO GRDWTR FROM RUNOFF
INDICATOR: single reading runoff site

1. a. Does the project include infiltration devices to infiltrate impervious surface runoff directly underground? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.6? Y ☒ N ☐

CATEGORY: SOIL CONSERVATION

THESHOLD: IMPERVIOUS COVERAGE — INDICATOR: area or coverage

1. a. Does the project include new or relocated coverage? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 30.4, 30.5, 30.6? Y ☒ N ☐

THRESHOLD: NATURALLY-FUNCTIONING SEZ — INDICATOR: area of SEZ

1. a. Does the project disturb or encroach on a naturally-functioning SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

CATEGORY: VEGETATION

THRESHOLD: PLANT & STRUCTURAL DIVERSITY — INDICATOR: plant & structural diversity

1. a. Does the project create a change in diversity? Y ☐ N ☒
   b. If yes, does the project include vegetation management techniques to increase diversity (reveg., thinning)? Y ☐ N ☐

THRESHOLD: MEADOW & RIPARIAN VEGETATION — INDICATOR: area of meadow & riparian veg.

1. a. Refer to question 5, turbidity, above.

THRESHOLD: DECIDUOUS RIPARIAN VEGETATION — INDICATOR: area of riparian vegetation

1. a. Refer to question 5, turbidity, above.

THRESHOLD: SHRUB ASSOCIATION — INDICATOR: area of shrub association

1. a. Does the project create an increase in the areal extent of the shrub association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination been made that the total area is less than or equal to 25%? Y ☐ N ☐

THRESHOLD: YELLOW PINE ASSOCIATION (not mature) — INDICATOR: area of yellow pine assoc.

1. a. Does the project create a change in the areal extent of the immature yellow pine association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: RED FIR ASSOCIATION — INDICATOR: area of red fir assoc.

1. a. Does the project create a change in the areal extent of the immature red fir association? Y ☐ N ☒
   b. If yes, has the additional are been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: FOREST OPENINGS — INDICATOR: size and location of forest openings

1. a. Does the project create new forest openings? Y ☒ N ☐
   b. If yes, is the new opening less than 8 acres? Y ☐ N ☐

2. a. Does the project create new forest openings adjacent to other openings? Y ☐ N ☒
   b. If yes, are the resultant adjacent openings not of the same relative age class or successional stage? Y ☐ N ☐

THRESHOLD: UNCOMMON PLANT COMMUNITITES — INDICATOR: habitat sites

1. a. Will the project impact the habitats for the deepwater sphagnum bog, Osgood Swamp, or the Freel Peak Cushing Plant Community? Y ☐ N ☐
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

THRESHOLD: SENSITIVE VEGETATION — INDICATOR: number of habitat sites

1. a. Will the project impact the habitats of the Carex paucifructus, the Lewis pyomaea longipetala, the Draba asterophora v., or the Rorippa subumbellata? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

CATEGORY: WILDLIFE

THRESHOLD: SPECIAL INTEREST SPECIES — INDICATOR: number of habitat sites

1. a. Will the project result in the loss, modification or increased disturbance of habitat site for goshawk, osprey, bald eagle, (winter and nesting), golden eagle, peregrine falcon, waterfowl, or deer, as mapped on official TRPA maps? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these habitat sites? Y ☐ N ☐

CATEGORY: FISHERIES

THRESHOLD: EXCELLENT STREAM HABITAT — INDICATOR: sites of excellent stream habitat

1. a. Does the project include stream channelization, stream dredging, removal of rock or gravel from a stream, culverts, bridges, or water diversions affecting a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, have modifications been included in the project to offset impacts on stream habitat and contribute to the upgrading of stream habitat? Y ☐ N ☐

2. a. Will the project result in siltation, urban runoff, snow disposal, or litter that may affect water quality in a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

THRESHOLD: GOOD STREAM HABITAT — INDICATOR: miles of good stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: MARGIANL STREAM HABITAT — INDICATOR: miles of marginal stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: INSTREAM FLOWS — INDICATOR: increase flows

1. a. Does the project include new water diversions? Y ☐ N ☒
   b. If yes, is there evidence in the record to indicate that flows will remain within adopted TRPA standards or, in the absence of adopted standards, that flows will not be diminished? Y ☐ N ☐

2. a. Does the project include new coverage or disturbance that could contribute to uncontrolled runoff reaching a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

3. a. Refer to question 5, turbidity, above.

THRESHOLD: LAKE HABITAT — INDICATOR: area of excellent habitat

1. a. Does the project include development in the shorezone, removal of rock or gravel from the lake, or removal of vegetation in the shorezone? Y ☐ N ☒
   b. If yes, is the project consistent with Chapters 80-86? Y ☐ N ☐

2. a. Does the project increase the potential for siltation, runoff, or erosion entering Lake Tahoe? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

CATEGORY: NOISE

THRESHOLD: SINGLE EVENT, AIRCRAFT, DAYTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Does the project involve the commercial or private operation of aircraft? Y ☐ N ☒
   b. If yes, does the project comply with the Interim Service Agreement affecting aircraft operations at the South Lake Tahoe Airport, or will the project meet the TRPA noise thresholds, or is the project exempt under Code section 68.9? Y ☐ N ☐

THRESHOLD: SINGLE EVENT, AIRCRAFT, NIGHTTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Refer to question 1, single event, aircraft, above.

THRESHOLD: SINGLE-EVENT, BOATS — INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve a marina or boat launching facility? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE LESS THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project include the operation of fleet vehicles or other commercial vehicles? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE GREATER THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Refer to question 1, single event, motor vehicle, above.

THRESHOLD: SINGLE-EVENT, MOTORCYCLE INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of motorcycles for lease or rent or the operation of a motorcycle course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, ORVS INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of ORVs for rent or lease or the operation of an ORV course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THESHOLD: SINGLE-EVENT, SNOWMOBILES INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of snowmobiles for rent or lease or the operation of a snowmobile course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: COMMUNITY NOISE EQUIVALENT LEVEL (CNEL)

1. a. Does the project involve the creation of a new or relocated land use? Y ☐ N ☒
   b. If yes, is the project consistent with the applicable plan area statement? Y ☐ N ☐

2. a. Is the project located within a transportation corridor as mapped on TRPA maps? Y ☐ N ☒
   b. If yes, does the project include components to reduce the transmission of noise from the corridor, in accordance with the TRPA Design Review Guidelines? Y ☐ N ☐

3. a. Does the project involve a use or activity for which TRPA has received a CNEL related noise complaint and for which TRPA has required remedial action in accordance with Chapter 68? Y ☐ N ☒
   b. If yes, is the project consistent with the remedial action plan? Y ☐ N ☐

CATEGORY: SCENIC RESOURCES

THRESHOLD: ROADWAY AND SHORELINE RATINGS

1. a. Is the project located within, or visible from, a roadway or shoreline unit targeted for scenic upgrading? Y ☐ N ☒
   b. If yes, is the project consistent with the TRPA Scenic Quality Implementation Program (SQUIP)? Y ☐ N ☐

2. a. Is the project located within, or visible from, a roadway or shoreline unit not targeted for scenic upgrading? Y ☒ N ☐
   b. If yes, is there evidence in the record that the project will not cause a significant decrease in scenic quality, and is the project consistent with the TRPA Design Review Guidelines? Y ☒ N ☐

CATEGORY: RECREATION

THRESHOLD: PRESERVE AND ENHANCE THE HIGH QUALITY RECREATION EXPERIENCE
INDICATOR: dispersed rec. capacity

1. a. Is the project located in a conservation or recreation plan area? Y ☒ N ☐
   b. If yes, is the project consistent with the applicable plan area statement? Y ☒ N ☐

THRESHOLD: ESTABLISH FAIR SHARE OF CAPACITY FOR OUTDOOR RECREATION AVAILABLE TO THE GENERAL PUBLIC
INDICATOR: PAOTs

1. a. Does the project require an allocation of PAOTs? Y ☒ N ☐
   b. If yes, is the recreational opportunity involved available to the public? Y ☒ N ☐

CATEGORY: CODE/RULES OF PROCEDURE REQUIREMENTS

1. Does the project require Governing Board Review (Chapter 2)? Y ☒ N ☐

5. Does the project require notice to adjacent property owners (Art. XII Rules of Procedure)? Y ☒ N ☐

6. Is the project consistent with the following:

Chapter 2	(Project Review)	N/A ☐	Y ☒	N ☐
Chapter 6	(Tracking-Data Sheets/Log Book)	N/A ☐	Y ☒	N ☐
Chapter 21	(Permissible Uses)	N/A ☐	Y ☒	N ☐
Chapter 22	(Temporary Uses)	N/A ☒	Y ☐	N ☐
Chapter 30	(Coverage)	N/A ☐	Y ☒	N ☐
Chapter 31	(Density)	N/A ☐	Y ☒	N ☐
Chapter 32	(Basic Service)	N/A ☐	Y ☒	N ☐
Chapter 33.3	(Grading)	N/A ☐	Y ☒	N ☐
Chapter 33.4	(Special Reports)	N/A ☐	Y ☒	N ☐
Chapter 33.5	(Construction Schedule)	N/A ☐	Y ☒	N ☐
Chapter 33.6	(Vegetation Protection)	N/A ☐	Y ☒	N ☐
Chapter 34	(Driveways)	N/A ☐	Y ☒	N ☐
Chapter 34	(Parking)	N/A ☐	Y ☒	N ☐
Chapter 35	(Natural Hazards-Floodplain)	N/A ☒	Y ☐	N ☐
Chapter 36	(Design Standards)	N/A ☐	Y ☒	N ☐
Chapter 37	(Height)	N/A ☐	Y ☒	N ☐
Chapter 38	(Signs)	N/A ☒	Y ☐	N ☐
Chapter 50	(Allocations)	N/A ☐	Y ☒	N ☐
Chapter 51	(Transfers)	N/A ☐	Y ☒	N ☐
Chapter 52	(Bonus Units-MFD only)	N/A ☒	Y ☐	N ☐
Chapter 53	(IPES)	N/A ☒	Y ☐	N ☐
Chapter 60	(BMP's)	N/A ☐	Y ☒	N ☐
Chapter 60.1	(Water Quality)	N/A ☐	Y ☒	N ☐
Chapter 60.2	(Water Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 61.1	(Tree Removal)	N/A ☐	Y ☒	N ☐
Chapter 61.3.6	(Sensitive Plants/Fire Hazard)	N/A ☐	Y ☒	N ☐
Chapter 61.4	(Revegetation)	N/A ☐	Y ☒	N ☐
Chapter 62	(Wildlife)	N/A ☐	Y ☒	N ☐
Chapter 63	(Fish)	N/A ☒	Y ☐	N ☐
Chapter 65.1	(Air Quality)	N/A ☐	Y ☒	N ☐
Chapter 65.2	(Traffic/Air Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 67	(Historic Resource)	N/A ☐	Y ☒	N ☐

070B
RABE

PLAN DESIGNATION:

Land Use Designation	RECREATION
Management Strategy	MITIGATION
Special Designation	NONE

DESCRIPTION:

Location: This area includes the Rabe Meadow area at South Stateline. The boundaries of this area are depicted on TRPA maps H-15 and H-16.

Existing Uses: The area contains the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and some miscellaneous private uses.

Existing Environment: Approximately 50 percent of the area is classified SEZ, 25 percent is low hazard, and the rest is moderate or high hazard. The shorezone tolerance district is 7. The land coverage and disturbance are low. The U. S. Forest Service has restored an old casino site in this area. Habitats for Rorippa subumbellata are found on the beach.

PLANNING STATEMENT: The existing recreation uses should continue and the public beach and camping areas should be expanded.

PLANNING CONSIDERATIONS:

1. There are littoral drift and water quality problems associated with Bitler Marina and the Elk Point Yacht Club.
2. Development in the vicinity of Bitler Marina is in poor condition.
3. There is inadequate parking associated with Elk Point Yacht Club.
4. Scenic Roadway Unit 31, Scenic Shoreline Unit 30, and Scenic Resource Evaluation Area 1 are within this Plan Area.
5. There is an opportunity to expand the facilities of the Nevada Beach Campground.

SPECIAL POLICIES:

1. Protect the Rorippa populations in this beach area adjoining the mobile home park.
2. Provide expanded opportunities for developed recreation on public lands.
3. The Bitler property and Elk Point property shall be required to implement scenic improvement and BMP retrofit programs as part of any Agency project approval.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.[§]

Residential	Single family dwelling (S).
Public Service	Local public health and safety facilities (S), membership organizations (S), public utility centers (S), transportation routes (S), transit stations and terminals (S), and pipelines and power transmission (S).
Recreation	Marinas (S), beach recreation (A), cross country skiing courses (S), day use areas (A), riding and hiking trails (A), cultural facilities (S), undeveloped campgrounds (A), participant sports (S), developed campgrounds (A), outdoor recreation concessions (A), rural sports (S), group facilities (S), snowmobile courses (S), and visitor centers (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), selection cut (A), special cut (A), thinning (A), timber stand improvement (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), prescribed fire management (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A), and SEZ restoration (A).

Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the backshore, nearshore, and foreshore. Accessory structures shall be regulated pursuant to the regulations applicable to the primary use upon which they are dependent in accordance with Chapter 18. The following structures may be permitted in the shorezone as an allowed (A) or special (S) use only if they are accessory to an existing, allowed use located on the same or adjoining littoral parcel.

Tolerance District 7

Primary Uses	Beach recreation (A), boat launching facilities (S), marinas (S), salvage operations (A), tour boat operations (A), water borne transit (A), and water oriented outdoor recreation concessions (A).
Accessory Structures	Boat ramps (A), breakwaters or jetties (S), buoys Structures(A), fences (S), floating docks and platforms

[§] *Amended 04/23/97, General List, Recreation.*

(A), piers (A), shoreline protective structures (S), and water intake lines (S).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Summer Homes	1 unit per parcel
Recreation	
Developed Campgrounds	8 sites per acre
Group Facilities	25 persons per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 55 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

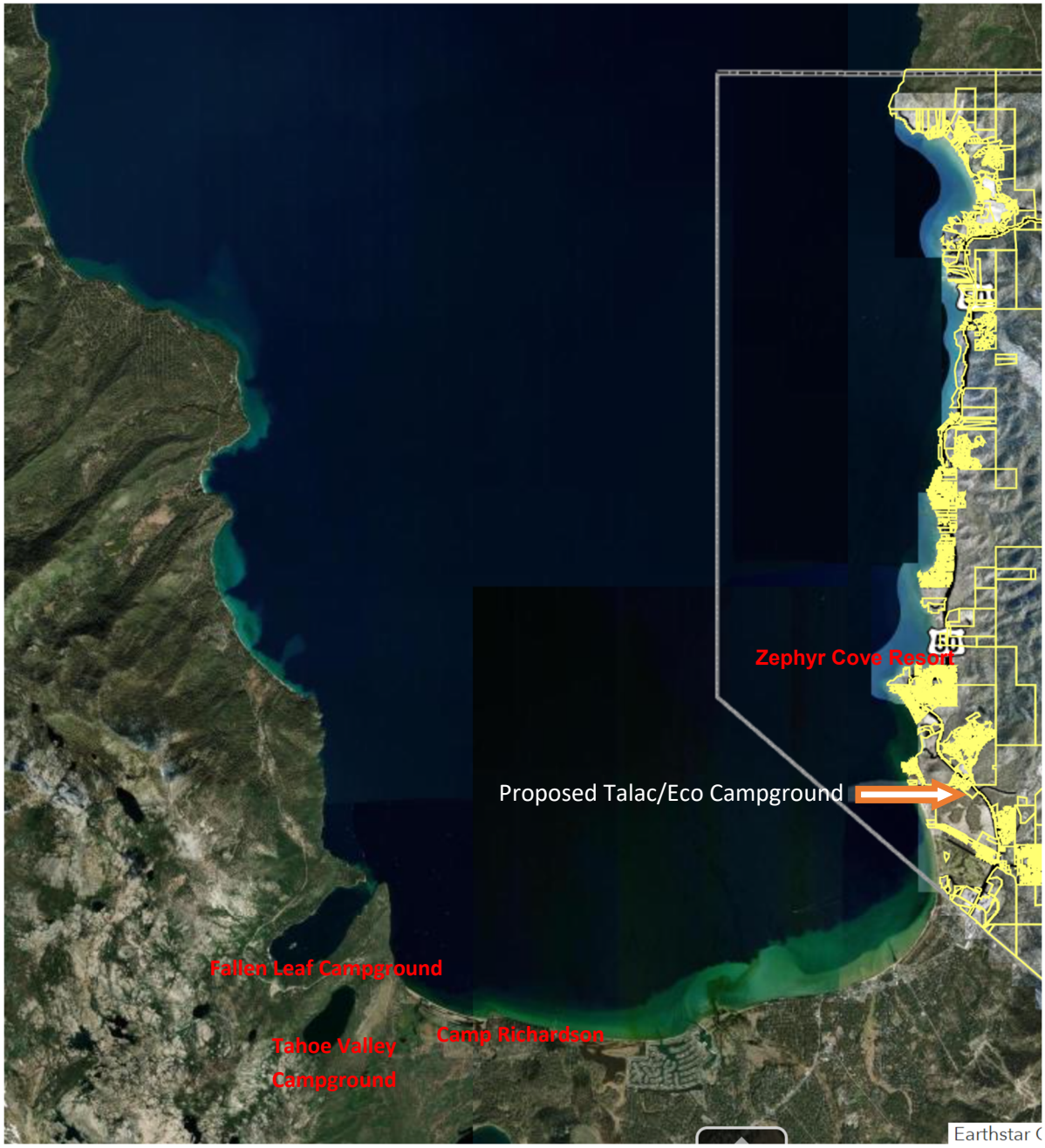
SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

OTHER: Three miles of trail.

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. [§]

[§] Amended 5/22/02

Campgrounds allowing stays in structures other than RV's and tents



What is considered a campground? Google states: Campground means real property made available to persons for camping, whether by tent, trailer, camper, cabin, recreational vehicle, or similar device and includes the outdoor recreational facilities located on the real property.

Merriam-Webster Dictionary for "camp" (noun): 1b: a group of tents, cabins, or huts

Fallen Leaf Campground: Features 206 sites that include six yurts and standard tent and RV sites.

Tahoe Valley Campground: Offers cottages that sleep up to four or six, tent and RV sites, as well as annual RV sites and vacation homes.

Camp Richardson Resort: Pairs standard campsites with historic, rustic cabins and offers year-round activity rentals and beach access.

Zephyr Cove Resort: Provides cozy lakefront cabins or amenity-packed campgrounds. Beach access, marina and boat rentals.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Tom Dallaire, P.E., CFM
Director

TEL 775-782-6201 / FAX 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

April 27, 2026

FILED
Date: 4/27/2026
Douglas County
Community Development
Minden, NV
By: CTZepeda / Clerk

Jamie Schmidt
JLS-Development
14400 Lear Blvd.
Reno, NV 89506

RE: Design Review DP25-0184 for a Developed Campground consisting of 53 campsites, accessory uses including a clubhouse and one accessory dwelling unit for employees. The subject parcel is approximately 9 acres with proposed access off of Elks Point Rd, southwest of Dorla Ct and bordering Highway 50 on the northeast boundary. The parcel is in the S-070B (Sports-oriented in the Rabe Planning Area) zoning district in the Tahoe Basin. APN: 1318-22-001-013.

Dear Ms. Schmidt:

The Douglas County Community Development Department has conditionally approved Design Review DP 25-0184 for 53 campsites (18 dome structures, 9 treehouse (on the ground), 26 sleeping shelters and 3 comfort stations (bathrooms/showers). The project will include an event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees.

This project was presented before and approved by the Tahoe Regional Planning Agency (TRPA) Governing Board on September 17, 2025.

Douglas County Code (DCC), Title 20
Douglas County Design Criteria and Improvement Standards (DCDCIS)

THE APPLICANT/OWNER SHALL COMPLY WITH THE CONDITIONS OF APPROVAL LISTED BELOW.

1. Applicant shall, at a minimum, obtain reviews/approvals from the following agencies for the improvements contemplated by the Design Review application:
    a. Douglas County General Building Permit
    b. Douglas County General Engineering Permit
    c. Tahoe Douglas Fire District
    d. Nevada Department of Transportation
    e. United States Forest Service
    f. Kingsbury Grade General Improvement District
    g. Douglas County Lake Tahoe Sewer Authority

The following conditions must be met concurrently with the submittal of a Site Improvement Permit or Building Permit application:

Building:

2. Plans submitted shall be designed to the following Codes:
    - 2024 Northern Nevada Code Amendments www.nnicc.org
    - 2024 International Building Code (IBC)
    - 2024 International Residential Code (IRC)
    - 2024 Uniform Mechanical Code (UMC)
    - 2024 Uniform Plumbing Code (UPC)
    - 2023 National Electrical Code (NEC)
    - 2024 International Existing Building Code (IEBC)
    - 2024 International Energy Conservation Code (IECC)
    - 2024 International Fuel Gas Code (IFGC)
    - 2024 International Mechanical Code (IMC)
    - 2024 International Swimming Pool and Spa Code (ISPSC)
    - 2024 International Fire Code (IFC)
    - 2024 International Urban Wildlife Interface Fire Code (WUI)
    - International Code Council A117.1-2017 Standards for Accessible and Usable Building and Facilities
    - Hazard Map Link: https://ascehazardtool.org/

Planning:

3. Provide evidence that the GIS Department has approved any new street names or addresses.

4. Submit revised site and architectural plans for review and approval. The plans must be in conformance with the (DCC), Title 20, and the (DCDCIS) including the following project specific items:
    a. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer. Landscape and irrigation plans must be consistent with both the DCDCIS and DCC, Title 20, Chapter 20.694 and Section 20.692.080 (D). A minimum 50-foot landscaped buffer is required adjacent to private lands (northerly boundary that abuts the commercial development on Dorla Ct.).
    b. Identify the location and dimensions of all exterior utility meters, transformers, rooftop equipment, roof access ladders, satellite dishes, HVAC equipment, solar panels, and other utility or mechanical equipment.
        i. All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.
    c. Trash enclosure details. Trash enclosures must comply with the standards set forth in Part I, Appendix A, of the DCDCIS, or applicable agency. Per recommendation from the Tahoe Interagency Bear Team (TIBT), bear boxes should be installed at the BBQ pavilion and other shared common areas.
    d. Bike rack location and detail plan. A minimum of **four (4)** bicycle rack spaces must be provided in accordance with DCC, Title 20, Section 20.692.080 (E).
    e. The driveway approaches shall be denoted to a minimum depth of 10 feet with interlocking pavers, stones, or other similar treatments.
    f. Each campsite shall be clearly defined and abut a driveway or other clear area with unobstructed access to an interior road.
    g. Interior access roads providing for continuous forward movement, connecting with a street or highway, and having a minimum width of 20 feet for a one-way street system and 30

feet for a two-way pattern. All driveways shall be hard surfaced with A/C paving, well-marked in daylight and lighted at night with at least the equivalent of a 100-watt lamp for each 100 feet.

5. All roof-mounted or elevated equipment must be fully screened from all sides of the building by means of parapet walls that are at least as high as the top of the units or other acceptable architectural elements.

The following conditions must be met at the time of the submittal of a Site Improvement Permit. To be submitted electronically through online portal. For any questions, please email Engineering@douglasnv.us:

Engineering:

6. Submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the DCDCIS including the following project specific items:
   a. Plans and reports shall comply with all local, state, and federal standards, including but not limited to the standards set forth in Chapters 20.04, and 20.800 to 20.840 of the Douglas County Code.
   b. Civil improvement plans must be submitted in conformance with Division 2.
   c. Construct internal roads to the Rural Local Road Section Detail A02.
   d. Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application, these must be bound to the civil plan set. It is the Design Engineer's responsibility to ensure no conflicts between the utilities.
   e. Final technical drainage report and plans must meet the requirements of Division 6 and Appendix D. The plans must show all necessary drainage easements and identify them as private.
   f. Final soil (geotechnical) report and plans must meet the requirements of Division 8.

7. Submit a receipt from the Nevada Division of Environmental Protection (NDEP) indicating that applications for commercial septic system(s), well(s), and all water main extensions have been made.

8. Provide evidence that the Nevada Department of Transportation (NDOT) has reviewed and approved any development within their jurisdiction.

Planning:

9. Comply with conditions placed on the permit (File # ERSP2024-1277) by the Tahoe Regional Planning Agency (attached), as well as recommendations by TIBT (also attached).

10. Submit a lighting plan in conformance with the DCC, Title 20, and DCDCIS plan showing the location, type, and detail of all exterior light fixtures as follows:
    a. Exterior lighting (photometric) plan consisting of point-by-point foot candle layout (based on a ten-foot grid center) extending a minimum of 20 feet outside the property lines required by the director shall be prepared by an electrical engineer registered in the state.
    b. Lighting must be placed so light does not spill over onto abutting properties.
    c. Light sources must be contained entirely within the fixture housing and be directed downward.
    d. Light bulbs must be completely recessed within the fixture or within the ceiling of a structure, such that there is less than 90-degree candle luminance cutoff and no excess light spillover into neighboring properties.

e. The maximum parking lot fixture height is 15 feet within 100 feet of a residential zoning district and 25 feet in all other areas.
f. Exterior lighting for hillside development may require additional measures for shielding.
g. Lights identified as "Night Sky Friendly" are preferred.

The following conditions must be completed prior to the issuance of a Site Improvement Permit or Building Permit:

Engineering:

11. Prior to the issuance of a building permit provide receipts showing the water and sewer connection fees have been paid from:
    a. Kingsbury Grade General Improvement District
    b. Douglas County Lake Tahoe Sewer Authority

Building:

12. The applicant must submit plans to the respective Fire District for review and obtain approval.

The following conditions must be completed prior to the issuance of a Notice of Completion or Certificate of Occupancy:

Engineering:

13. For drainage that does not cross property lines and does not convey public water, submit a copy of a recorded deed restriction stating the following:

    "On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to ensure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County".

14. Provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for public utility easements, private drainage easements, or other easements. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor.

15. A private drainage easement shall be recorded through legal description and exhibit along with a separate document to address dominant and servient estates, what the easement is for, and what restrictions apply.

Planning:

16. Provide handicapped parking spaces, access aisles, loading zones, and ramps that comply with the Americans with Disabilities Act (ADA) and CABO/ANSI standards. The applicant is solely responsible for compliance with all ADA standards. The minimum number of parking spaces required is 67, therefore a minimum of 3 ADA parking spaces is required.

17. Perimeter landscaping along the interior property lines must be separated from the adjacent property by use of a concrete curb or an at least one-inch thick redwood header board.

The following conditions are General Conditions applicable throughout the life of the project:

Engineering:

18. Maintain all on-site storm drainage facilities. Obstructing the flow or altering the course of a drainage channel is prohibited unless permitted by an authorizing agency.

Planning:

19. Each park constructed, operated and licensed, shall be limited solely and only to recreational vehicles, and shall not be converted or used as a manufactured home park without full compliance of all requirements governing manufactured home parks.

20. Each campground permittee shall perform faithfully the following:
    a. Keep and maintain a register in duplicate of all trailers and occupants located within the park at all times. This register shall contain:
        i. Name of each occupant;
        ii. License number, as well as the state issuing the license, make, model and year of each motor vehicle parked or stored;
        iii. Dates of arrival and departure of each motor vehicle;
        iv. A register shall be available at all times for inspection by law enforcement officers and others whose duties require such information. One copy shall accompany each quarterly payment, the other shall not be destroyed for a period of one year following date of departure;
    b. Maintain the park in a clean, orderly and sanitary condition at all times, and see that the provisions of this chapter are adhered to and enforced;
    c. Occupancy limited to a transient basis.

21. No use authorized by this Design Review shall be enlarged, extended, increased in intensity, or relocated. Any request for modifications to the approved Design Review must be submitted to the Community Development Department for review. All modifications must be clouded or otherwise identified on the plans and within the revision block. All revisions are subject to applicable review requirements and fees.
    a. Exterior lighting may require shielding, replacement, or removal of fixtures as necessary to reduce significant off-site impacts of lighting.
    b. Modified landscaping plans must be sealed and signed by their preparer, prior to installation and final inspection.

22. The applicant must perpetually maintain all landscaping. Plants must be removed and replaced if dead or diseased and planter borders and concrete curbing must be promptly removed and replaced if damaged. All landscaped areas abutting driveways, drive aisles, parking stalls, etc. must be protected by a standard Type 1 concrete curb.

23. No signs are approved for this project. The applicant must submit a sign review application to TRPA and a building permit submittal to the Community Development Department.

24. Maintain the site free of weeds, trash, and other debris.

25. Paint all metal doors, downspouts, and other exposed metal surfaces (e.g. delivery doors, roof flashings, etc.) with a non-glossy paint to match the exterior color of the building. Metal surfaces

that are glossy when new but designed to weather and gain a patina with age are not required to be painted.

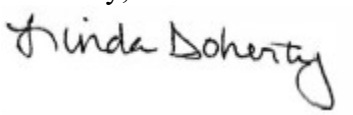
26. If any damage to existing roads is caused by the transporting of construction equipment or materials by the applicant or any contractor of the applicant, the applicant must repair the roads to their prior condition upon notification in writing by the Community Development Department.

This is the final decision regarding your Development Application for a Design Review. This approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with DCC.

Should you challenge any portion of this decision, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please call or email me at (775) 782-6209 or ldoherty@douglasnv.us.

Sincerely,



Linda Doherty, Assistant Planner
Douglas County Community Development

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Tom Dallaire, P.E., CFM
Director

TEL 775-782-6201 / FAX 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

July 17, 2026

REVISED – Additional Condition

FILED
Date: 7/17/2026
Douglas County
Community Development
Minden, NV
By: CTZepeda / Clerk

Jamie Schmidt
JLS-Development
14400 Lear Blvd.
Reno, NV 89506

RE: Additional condition of approval to include special events for Design Review DP25-0184 for a Developed Campground consisting of 53 campsites, accessory uses, and amenities, as described below. The subject parcel is approximately 9 acres with proposed access off of Elks Point Rd, southwest of Dorla Ct and bordering Highway 50 on the northeast boundary. The parcel is in the S-070B (Sports-oriented in the Rabe Planning Area) zoning district in the Tahoe Basin. APN: 1318-22-001-013.

Dear Ms. Schmidt:

The purpose of this letter is to: (1) provide additional project details regarding the approved project, and (2) incorporate an additional condition of approval for Design Review DP25-0184, as directed by the Douglas County Planning Commission.

On April 27, 2026 the Douglas County Community Development Department conditionally approved Design Review DP 25-0184 for a Developed Campground with 53 campsites to include 26 cabins/sleeping shelters, nine (9) tree house structures (on the ground), 18 seasonal dome structures, and three (3) comfort stations (bathrooms/showers). The project also includes a clubhouse for guest use (includes a communal kitchen, edible garden, digital nomad space, conference room, communal eating area and educational wall for guests) and one accessory dwelling to be used to house up to 9 employees. Amenities include an event lawn for multi-purpose use for seasonal events and weddings offered only to guests and closed to the public, barbecue pavilion for communal grill space, self-pour beverage wall and lounge area (may also be used to catering services), recreational equipment rentals, non-wood burning fire pits and two playgrounds.

This project was presented before and approved by the Tahoe Regional Planning Agency (TRPA) Governing Board on September 24, 2025.

An appeal of approval of the County Design Review (2026-APPEAL-0002) was filed and heard by the Douglas County Planning Commission (PC) on July 14, 2026. The Appeal was denied, however the event component of this project was not reviewed or included in the original Design Review approval. Because of this, the PC has directed staff to include an additional condition noted below. All other conditions placed on Design Review approval (DP25-0184) are still required.

New condition:

- Approval of special events, including but not limited to weddings, may be subject to a Temporary Use Permit per Douglas County Code. Please email event plans prior to holding any event to planning@douglasnv.us and ldoherty@douglasnv.us to review and approve.

For more information on Temporary Use Permits, please see code section 20.620.050.G Temporary Use Permit. Link:
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_ZOREPR_CH20.620TEUSPE_20.620.050TEUSPE

G. *Other.* For those other uses identified as temporary uses, the director may approve a temporary use permit subject to the following:

1. Installation of a structure may occur only after a valid building permit, where required, has been issued.

Code section 20.620.070 Review criteria. Link:
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_ZOREPR_CH20.620TEUSPE_20.620.070RECR

No temporary use shall be approved unless it can be determined that:

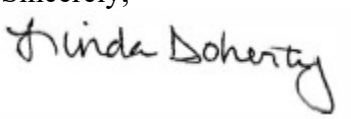
A. The use will be compatible with adjacent uses and will not adversely affect the surrounding area by means of noise, odor, dust or other nuisances;
B. Any increase in traffic resulting from the use will not adversely affect the surrounding area or county at large;
C. The proposed use conforms with all applicable policies and ordinances of the county.

As previously noted, all other conditions contained in Design Review DP25-0184 still apply. The Design Review conditional approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with DCC.

Should you challenge any portion of this decision, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please call or email me at (775) 782-6209 or ldoherty@douglasnv.us.

Sincerely,



Linda Doherty, Assistant Planner
Douglas County Community Development

May 8, 2026

Linda Doherty
Douglas County Planning Division
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ldoherty@douglasnv.us

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Garrett D. Gordon
Partner
Admitted in Nevada
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E-mail: Garrett.Gordon@wbd-us.com

RE: Justification Letter in Support of Appeal (Design Review DP25-0184)

G & T Properties LLC ("Appellant" or "G & T") submits this justification letter in support of its appeal ("Appeal") of the decision of the Douglas County Community Development Department, issued on April 27, 2026 by Assistant Planner Linda Doherty, conditionally approving Design Review DP25-0184 ("Decision") for the Talaz "Developed Campground" / Eco-Camp project proposed by JLS-Development on behalf of Globetrotter Properties, LLC ("Applicant") at 176 U.S. Highway 50, Zephyr Cove, Nevada (APN 1318-22-001-013) ("Project").

The Decision states that it constitutes the "final decision regarding your Development Application for a Design Review" and that any party wishing to challenge the decision has until 4:00 PM, 10 working days from the date of the letter to file an Appeal of Decision application and applicable fees with the Community Development Department. **Ex. 1**. The final decision letter was issued on April 27, 2026, as such this appeal is filed timely within that period.

I. Basis For Appellant's Standing to Appeal

G & T qualifies as an aggrieved party entitled to file this appeal under Douglas County Consolidated Development Code ("DCCDC") 20.28.020. The DCCDC defines an aggrieved party as "[a]ny person with legal or equitable interest in property located within the notice radius for the given project who appeared, either in person, through an authorized representative or in writing, before the director or final decision-maker on the matter which is the subject of the decision." DCCDC 20.28.020(B)(1)(b). G & T satisfies each element of this definition.

a. G & T has a legal or equitable interest in property within the notice radius.

The Applicant was required to notice contiguous property owners pursuant to DCCDC 20.20.040 (requiring notice be forwarded to properties which touch the parcel which is subject to the land use request). G & T owns 303 Dorla Court (APN 1318-22-001-004), which borders the main entrance road to the Project from Highway 760 (Elks Point Road). The only non-emergency means of vehicular access to the Project is by way of ingress and egress through a U.S. Forest Service-owned parcel, an access road that traverses directly adjacent to G & T's property. G & T's property is indisputably within the notice radius for the Project. The conceptual civil design plans for the Project expressly identify G & T Properties at 303 Dorla Court as a neighboring property.

Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebonddickinson.com/us/legal-notice for further details.

b. G & T has appeared before the decision-maker in writing.

On April 27, 2026, G & T, through its authorized legal representative Samantha Vanillo of Womble Bond Dickinson (US) LLP, submitted a detailed written objection to the Douglas County Planning Division, addressed to Linda Doherty, the Assistant Planner who issued the Decision. **Ex. 2**. That letter set forth G & T's objections to the Application on multiple legal and procedural grounds, specifically notifying the Planning Division that G & T objected to the Application, and expressly reserved all administrative and legal remedies including appeal. Additionally, G & T's legal counsel filed a public records request on February 27, 2026, and reached out to the Planning Division on behalf of G & T regarding project concerns on March 18, 2026. Accordingly, G & T qualifies as an aggrieved party and has standing to file this Appeal.

II. The Appeal is of a Final Decision of Approval

This Appeal is an appeal of the final decision itself—not of any individual condition of approval–of a final decision-maker. The Decision dated April 27, 2026, constitutes the "final decision regarding your Development Application for a Design Review" as stated in the Decision letter. **Ex. 1**. G & T appeals the entirety of the final decision to approve Design Review DP25-0184 on the grounds that the Decision was issued in error.

III. Written Statement of the Reasons Why the Final Decision or Condition was Erroneous

The Project is mischaracterized as a "developed campground" when it in fact constitutes commercial transient lodging prohibited in the S-070B zoning district and the mandatory findings for Major Design Review approval under DCCDC 20.614.040 cannot lawfully be made. Moreover, the Conditional Approval is materially inconsistent with the Project Application and supporting materials. The approval was issued in error and must be reversed as outlined below.

A. The Project is mischaracterized as a "developed campground" when it in fact constitutes tourist accommodations prohibited in S-070B zoning.

The Project is mischaracterized as a "Developed Campground" in contravention of the governing zoning framework. The subject parcel lies within TRPA Plan Area Statement 070B (RABE) and Douglas County Tahoe Planning Area S-070B (Recreation). **Ex. 3**. The Douglas County Consolidated Development Code ("DCCDC") adopts TRPA Chapter 21 use definitions and provides that any primary use not expressly permitted within the applicable Plan Area Statement is prohibited. DCCDC 20.702.050.

Against this framework, the Decision erroneously approves a Major Design Review for a project labeled a "Developed Campground," even though the design, structures, and amenities exceed what is permitted for that use in the S-070B plan area.

Under the DCCDC, a "Campground, developed" is limited to land used for temporary occupancy "by campers traveling by motorized vehicle or recreational vehicles, and that contain such facilities as campsites with parking areas, barbecue grills, tables, restrooms, and at least some utilities." DCCDC 20.703.130. Importantly, the distinction between "Campground, undeveloped" and "developed" is merely

the mode of transportation and availability of utilities. *See id*. Similarly, a "campground" is separately defined in the DCCDC as land providing accommodations for transient occupancy, including tents and recreational vehicles. *See* DCCDC 20.660.060(B).

Read together, these provisions establish that developed campground uses are (1) transient in nature, (2) limited to tents or recreational vehicles or comparable accommodations, and (3) supported only by low-intensity, accessory facilities.

The Project far exceeds these criteria and aligns squarely with the DCCDC definition of "[h]otel, motel, and other transient dwelling units," under the tourist accommodation use category of 20.703.130. Under 20.703.130, "[h]otel, motel and other transient dwelling units" are defined as "***[c]ommercial transient lodging establishments***, including hotels, motor-hotels, motels, tourist courts, or ***cabins***, primarily engaged in ***providing overnight lodging for the general public whose permanent residence is elsewhere***." DCCDC 20.703.130. The proposed sleeping shelters are far from consistent with "campsites" allowable in recreational zoning but resemble furnished hotel rooms or standalone cabins. *See* **Ex. 4**. Rather than providing campsites for tents or recreational vehicles, it offers permanent, fully furnished cabins and similar structures, together with resort-style amenities including a communal/catering kitchen, conference rooms, saunas, hot tubs, remote-work space, and event facilities. **Ex. 5,** at 1. These features are not incidental to camping and constitute a fundamentally different use.

A Major Design Review cannot be approved based on this use misclassification as the Director cannot make the mandatory findings required under DCCDC 20.614.040—including the threshold determination that the Project is consistent with the Douglas County Master Plan and Zoning Ordinance. DCCDC 20.614.040(A), (G). Tourist accommodation uses, including hotels, motels, and other transient dwelling units, are ***not permitted uses*** under S-070B. *See* DCCDC 20.702.050 Table 20.702.2B (PAS 067-074, use tables). Because the Project's primary use is tourist accommodations—not recreation—a use prohibited in the S-070B zoning district, the Project cannot be approved under the Douglas County Consolidated Development Code. *Id*. The Decision therefore rests on an erroneous finding of consistency with the governing zoning ordinance and must be reversed.

B. The Project is impermissibly intense under the S-070B applicable Plan Area framework.

Even if the Project were analyzed as a "developed campground," it far exceeds the intensity limits imposed by the DCCDC for that use category. The DCCDC confines a developed campground to basic, low-intensity infrastructure, limiting on-site facilities to "parking areas, barbecue grills, tables, restrooms, and at least some utilities." DCCDC 20.703.130. Similarly, the DCCDC separately contemplates "campground" usage as overnight occupancy "on a transient basis" using "tents and recreational vehicles." *See* DCCDC 20.660.060(B).[1] The regulatory scheme intentionally limits campground uses to include portable, temporary accommodation that guests bring to the site or a permanent structure that are materially similar in character. *See* DCCDC 20.703.130; DCCDC Table 20.702.2B (PAS 067–074, use tables).

[1] Notably, under DCCDC 20.660.060(B)(1) campground density must be established through special use permit, but a special use permit related to the Project has not been obtained or applied for.

The TRPA Code's land use classifications support this low-intensity framework by differentiating recreational areas as "non-urban areas with good potential for developed outdoor recreation, park use, or concentrated recreation," from tourist areas, defined as "urban areas that have the potential to provide intensive tourist accommodations and services or intensive recreation." *See* TRPA Code 11.6.2(A)(4),(8). As such, campground uses must remain materially less intensive than tourist accommodation uses.

The Project disregards those limits. Conference rooms, a communal/caterer's kitchen, saunas, and hot tubs are not limited utilities, but hallmark features of intensive tourist lodging. *See* **Ex. 5**.

Consistent with that overreach, the Project bears none of the elements of traditional campground use. It offers no tent sites and no RV hookups. Instead, it consists of:

- 26 year-round cabins with full-sized beds, couches, closets, and in some cases bathrooms with showers and bathtubs;
- 9 year-round "treehouse" units that are standalone structures resembling cabins, likewise, equipped with beds, couches, and closets; and
- 18 seasonal dome structures akin to large yurts.

These are permanent, fully furnished structures—not tents, not recreational vehicles, and not accommodations that can be characterized as temporary or portable. *See* DCCDC 20.703.130; DCCDC 20.660.060(B). The mismatch between what the DCCDC authorizes and what the Project proposes is not one of degree, but a categorical conflict.

C. The Project improperly relies on accessory-use provisions for employee housing.

The Application improperly relies on TRPA Code 21.3 to justify employee housing as an accessory "dwelling unit." **Ex. 6**, 2. Under TRPA Code, no accessory use may be permitted without a related existing or approved primary use on the same parcel, and an accessory use must be incidental or secondary to—and may not change the character or intensity of—the primary use. *See* TRPA Code 21.3. Under DCCDC 20.703.130, employee housing is listed as a primary "residential" use and cannot be treated as an accessory recreational use.

Moreover, "employee housing" is a prohibited use in S-070B zoning. *See* DCCDC 20.702.050, Table 20.702.2B (PAS 067-074, use tables). Further, TRPA's examples of accessory recreational uses *expressly exclude* employee housing, instead listing garages, emergency facilities, childcare, and employee "facilities other than housing." TRPA Code 21.3.1(E). The accessory-use framework cannot cure the underlying land-use inconsistency.

D. The Conditional Approval is materially inconsistent with the Project Application.

There are material inconsistencies between Douglas County's conditional approval and the Project description, leaving it unclear what, precisely, has been approved.

Most significantly, it is unclear whether the central lodge or clubhouse has been approved at all. Although the subject line of the County's approval letter references "a clubhouse" among the accessory uses, the operative body of the approval—where the specific authorized improvements are enumerated—omits any lodge or clubhouse. **Ex. 1**. This omission creates a substantive ambiguity as to whether that central feature of the Project was ever conditionally approved.

The remaining discrepancies further underscore that lack of clarity. The conditional approval authorizes 53 campsites consisting of 18 dome structures, 9 treehouses, and 26 "sleeping shelters," together with limited accessory uses: a single accessory dwelling unit for employees, an event lawn, a barbecue pavilion, recreational equipment rentals, two playgrounds, three comfort stations, and a minimum of 67 parking spaces (including three ADA spaces). *Id*.

By contrast, the Project description reflects a materially different development program. It recharacterizes the 26 "sleeping shelters" as year-round "cabins," describes employee housing for nine full-time employees across two separate buildings (rather than the single approved accessory dwelling unit), and introduces additional amenities not addressed in the approval—including saunas and outdoor hot tubs at two comfort stations, a self-pour beer and wine wall at the barbecue pavilion, two electric shuttle vans, and electric bicycle rentals. **Ex. 5,** at 1.

The Project description also expands the function of certain approved features. For example, the event lawn is described as hosting "seasonal events and weddings offered only to guests and closed to the public," whereas the approval merely references an "event lawn" without defining its use. *Id.* This raises additional ambiguity regarding the scope and intensity of activities contemplated. *See* **Ex. 1**.

Additional inconsistencies compound the uncertainty. The approval requires a minimum of 67 parking spaces, yet the supporting transportation study accounts for only 59. The conceptual drainage report references 52 sites and 25 sleeping shelters, rather than the approved 53 campsites and 26 sleeping shelters. These discrepancies cast doubt on the actual scale and configuration of the approved project.

Taken together, these are not minor inconsistencies. They go to core components of the Project, including whether a lodge is approved at all, the nature of the lodging units (sleeping shelters versus cabins), the configuration of employee housing (one ADU versus two buildings), the scope of amenities, parking compliance, and overall site layout. As a result, the administrative record does not clearly establish what development the County has actually approved.

E. The Decision cannot be sustained because the mandatory findings cannot be made.

Under DCCDC 20.614.040, the Director must evaluate each of the required findings for Major Design Review before approval may be granted. The Code mandates that the decision-maker evaluate the Project's compatibility with the Master Plan and applicable zoning regulations. DCCDC 20.614.040(A), (G). The Applicant has not met—and cannot meet—this required finding.

The Applicant's justification for Finding 1 states that "[d]eveloped campgrounds are an allowed use within this designation" and that "[t]he project proposes 53 campsites, including dome structures, treehouses,

and sleeping shelters, all serving transient guests consistent with the recreation intent." **Ex. 5,** at 2. This conclusory assertion assumes the very issue in dispute—whether the Project qualifies as a "developed campground"—without analyzing whether the proposed structures and amenities satisfy the code definition. Structures with full-sized bathtubs, couches, closets, and patio sets are not "campsites" under any reasonable interpretation of the DCCDC.

Because the threshold finding of zoning consistency cannot lawfully be made, the Design Review must be denied as a matter of law.

EXHIBIT 1

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Tom Dallaire, P.E., CFM
Director

TEL 775-782-6201 / FAX 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

April 27, 2026

FILED
Date: 4/27/2026
Douglas County
Community Development
Minden, NV
By: CTZepeda / Clerk

Jamie Schmidt
JLS-Development
14400 Lear Blvd.
Reno, NV 89506

RE: Design Review DP25-0184 for a Developed Campground consisting of 53 campsites, accessory uses including a clubhouse and one accessory dwelling unit for employees. The subject parcel is approximately 9 acres with proposed access off of Elks Point Rd, southwest of Dorla Ct and bordering Highway 50 on the northeast boundary. The parcel is in the S-070B (Sports-oriented in the Rabe Planning Area) zoning district in the Tahoe Basin. APN: 1318-22-001-013.

Dear Ms. Schmidt:

The Douglas County Community Development Department has conditionally approved Design Review DP 25-0184 for 53 campsites (18 dome structures, 9 treehouse (on the ground), 26 sleeping shelters and 3 comfort stations (bathrooms/showers). The project will include an event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees.

This project was presented before and approved by the Tahoe Regional Planning Agency (TRPA) Governing Board on September 17, 2025.

Douglas County Code (DCC), Title 20
Douglas County Design Criteria and Improvement Standards (DCDCIS)

THE APPLICANT/OWNER SHALL COMPLY WITH THE CONDITIONS OF APPROVAL LISTED BELOW.

1. Applicant shall, at a minimum, obtain reviews/approvals from the following agencies for the improvements contemplated by the Design Review application:
    a. Douglas County General Building Permit
    b. Douglas County General Engineering Permit
    c. Tahoe Douglas Fire District
    d. Nevada Department of Transportation
    e. United States Forest Service
    f. Kingsbury Grade General Improvement District
    g. Douglas County Lake Tahoe Sewer Authority

The following conditions must be met concurrently with the submittal of a Site Improvement Permit or Building Permit application:

Building:

2. Plans submitted shall be designed to the following Codes:
    - 2024 Northern Nevada Code Amendments www.nnicc.org
    - 2024 International Building Code (IBC)
    - 2024 International Residential Code (IRC)
    - 2024 Uniform Mechanical Code (UMC)
    - 2024 Uniform Plumbing Code (UPC)
    - 2023 National Electrical Code (NEC)
    - 2024 International Existing Building Code (IEBC)
    - 2024 International Energy Conservation Code (IECC)
    - 2024 International Fuel Gas Code (IFGC)
    - 2024 International Mechanical Code (IMC)
    - 2024 International Swimming Pool and Spa Code (ISPSC)
    - 2024 International Fire Code (IFC)
    - 2024 International Urban Wildlife Interface Fire Code (WUI)
    - International Code Council A117.1-2017 Standards for Accessible and Usable Building and Facilities
    - Hazard Map Link: https://ascehazardtool.org/

Planning:

3. Provide evidence that the GIS Department has approved any new street names or addresses.

4. Submit revised site and architectural plans for review and approval. The plans must be in conformance with the (DCC), Title 20, and the (DCDCIS) including the following project specific items:
    a. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer. Landscape and irrigation plans must be consistent with both the DCDCIS and DCC, Title 20, Chapter 20.694 and Section 20.692.080 (D). A minimum 50-foot landscaped buffer is required adjacent to private lands (northerly boundary that abuts the commercial development on Dorla Ct.).
    b. Identify the location and dimensions of all exterior utility meters, transformers, rooftop equipment, roof access ladders, satellite dishes, HVAC equipment, solar panels, and other utility or mechanical equipment.
        i. All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.
    c. Trash enclosure details. Trash enclosures must comply with the standards set forth in Part I, Appendix A, of the DCDCIS, or applicable agency. Per recommendation from the Tahoe Interagency Bear Team (TIBT), bear boxes should be installed at the BBQ pavilion and other shared common areas.
    d. Bike rack location and detail plan. A minimum of **four (4)** bicycle rack spaces must be provided in accordance with DCC, Title 20, Section 20.692.080 (E).
    e. The driveway approaches shall be denoted to a minimum depth of 10 feet with interlocking pavers, stones, or other similar treatments.
    f. Each campsite shall be clearly defined and abut a driveway or other clear area with unobstructed access to an interior road.
    g. Interior access roads providing for continuous forward movement, connecting with a street or highway, and having a minimum width of 20 feet for a one-way street system and 30

feet for a two-way pattern. All driveways shall be hard surfaced with A/C paving, well-marked in daylight and lighted at night with at least the equivalent of a 100-watt lamp for each 100 feet.

5. All roof-mounted or elevated equipment must be fully screened from all sides of the building by means of parapet walls that are at least as high as the top of the units or other acceptable architectural elements.

The following conditions must be met at the time of the submittal of a Site Improvement Permit. To be submitted electronically through online portal. For any questions, please email Engineering@douglasnv.us:

Engineering:

6. Submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the DCDCIS including the following project specific items:
   a. Plans and reports shall comply with all local, state, and federal standards, including but not limited to the standards set forth in Chapters 20.04, and 20.800 to 20.840 of the Douglas County Code.
   b. Civil improvement plans must be submitted in conformance with Division 2.
   c. Construct internal roads to the Rural Local Road Section Detail A02.
   d. Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application, these must be bound to the civil plan set. It is the Design Engineer's responsibility to ensure no conflicts between the utilities.
   e. Final technical drainage report and plans must meet the requirements of Division 6 and Appendix D. The plans must show all necessary drainage easements and identify them as private.
   f. Final soil (geotechnical) report and plans must meet the requirements of Division 8.

7. Submit a receipt from the Nevada Division of Environmental Protection (NDEP) indicating that applications for commercial septic system(s), well(s), and all water main extensions have been made.

8. Provide evidence that the Nevada Department of Transportation (NDOT) has reviewed and approved any development within their jurisdiction.

Planning:

9. Comply with conditions placed on the permit (File # ERSP2024-1277) by the Tahoe Regional Planning Agency (attached), as well as recommendations by TIBT (also attached).

10. Submit a lighting plan in conformance with the DCC, Title 20, and DCDCIS plan showing the location, type, and detail of all exterior light fixtures as follows:
    a. Exterior lighting (photometric) plan consisting of point-by-point foot candle layout (based on a ten-foot grid center) extending a minimum of 20 feet outside the property lines required by the director shall be prepared by an electrical engineer registered in the state.
    b. Lighting must be placed so light does not spill over onto abutting properties.
    c. Light sources must be contained entirely within the fixture housing and be directed downward.
    d. Light bulbs must be completely recessed within the fixture or within the ceiling of a structure, such that there is less than 90-degree candle luminance cutoff and no excess light spillover into neighboring properties.

e. The maximum parking lot fixture height is 15 feet within 100 feet of a residential zoning district and 25 feet in all other areas.
f. Exterior lighting for hillside development may require additional measures for shielding.
g. Lights identified as "Night Sky Friendly" are preferred.

The following conditions must be completed prior to the issuance of a Site Improvement Permit or Building Permit:

Engineering:

11. Prior to the issuance of a building permit provide receipts showing the water and sewer connection fees have been paid from:
    a. Kingsbury Grade General Improvement District
    b. Douglas County Lake Tahoe Sewer Authority

Building:

12. The applicant must submit plans to the respective Fire District for review and obtain approval.

The following conditions must be completed prior to the issuance of a Notice of Completion or Certificate of Occupancy:

Engineering:

13. For drainage that does not cross property lines and does not convey public water, submit a copy of a recorded deed restriction stating the following:

    "On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to ensure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County".

14. Provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for public utility easements, private drainage easements, or other easements. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor.

15. A private drainage easement shall be recorded through legal description and exhibit along with a separate document to address dominant and servient estates, what the easement is for, and what restrictions apply.

Planning:

16. Provide handicapped parking spaces, access aisles, loading zones, and ramps that comply with the Americans with Disabilities Act (ADA) and CABO/ANSI standards. The applicant is solely responsible for compliance with all ADA standards. The minimum number of parking spaces required is 67, therefore a minimum of 3 ADA parking spaces is required.

17. Perimeter landscaping along the interior property lines must be separated from the adjacent property by use of a concrete curb or an at least one-inch thick redwood header board.

The following conditions are General Conditions applicable throughout the life of the project:

Engineering:

18. Maintain all on-site storm drainage facilities. Obstructing the flow or altering the course of a drainage channel is prohibited unless permitted by an authorizing agency.

Planning:

19. Each park constructed, operated and licensed, shall be limited solely and only to recreational vehicles, and shall not be converted or used as a manufactured home park without full compliance of all requirements governing manufactured home parks.

20. Each campground permittee shall perform faithfully the following:
    a. Keep and maintain a register in duplicate of all trailers and occupants located within the park at all times. This register shall contain:
        i. Name of each occupant;
        ii. License number, as well as the state issuing the license, make, model and year of each motor vehicle parked or stored;
        iii. Dates of arrival and departure of each motor vehicle;
        iv. A register shall be available at all times for inspection by law enforcement officers and others whose duties require such information. One copy shall accompany each quarterly payment, the other shall not be destroyed for a period of one year following date of departure;
    b. Maintain the park in a clean, orderly and sanitary condition at all times, and see that the provisions of this chapter are adhered to and enforced;
    c. Occupancy limited to a transient basis.

21. No use authorized by this Design Review shall be enlarged, extended, increased in intensity, or relocated. Any request for modifications to the approved Design Review must be submitted to the Community Development Department for review. All modifications must be clouded or otherwise identified on the plans and within the revision block. All revisions are subject to applicable review requirements and fees.
    a. Exterior lighting may require shielding, replacement, or removal of fixtures as necessary to reduce significant off-site impacts of lighting.
    b. Modified landscaping plans must be sealed and signed by their preparer, prior to installation and final inspection.

22. The applicant must perpetually maintain all landscaping. Plants must be removed and replaced if dead or diseased and planter borders and concrete curbing must be promptly removed and replaced if damaged. All landscaped areas abutting driveways, drive aisles, parking stalls, etc. must be protected by a standard Type 1 concrete curb.

23. No signs are approved for this project. The applicant must submit a sign review application to TRPA and a building permit submittal to the Community Development Department.

24. Maintain the site free of weeds, trash, and other debris.

25. Paint all metal doors, downspouts, and other exposed metal surfaces (e.g. delivery doors, roof flashings, etc.) with a non-glossy paint to match the exterior color of the building. Metal surfaces

that are glossy when new but designed to weather and gain a patina with age are not required to be painted.

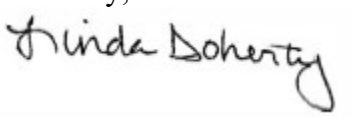
26. If any damage to existing roads is caused by the transporting of construction equipment or materials by the applicant or any contractor of the applicant, the applicant must repair the roads to their prior condition upon notification in writing by the Community Development Department.

This is the final decision regarding your Development Application for a Design Review. This approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with DCC.

Should you challenge any portion of this decision, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please call or email me at (775) 782-6209 or ldoherty@douglasnv.us.

Sincerely,



Linda Doherty, Assistant Planner
Douglas County Community Development

EXHIBIT 2

womblebonddickinson.com

Samantha Vanillo
Associate
Direct Dial: 775.321.3443
Direct Fax: 775.823.2929
Samantha.Vanillo@wbd-us.com

WOMBLE BOND DICKINSON

Womble Bond Dickinson (US) LLP
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Suite 300
Reno, NV 89501-2128

Linda Doherty
Douglas County Planning Division
1594 Esmeralda Av.
Minden, NV 89423
ldoherty@douglasnv.us

April 27, 2026

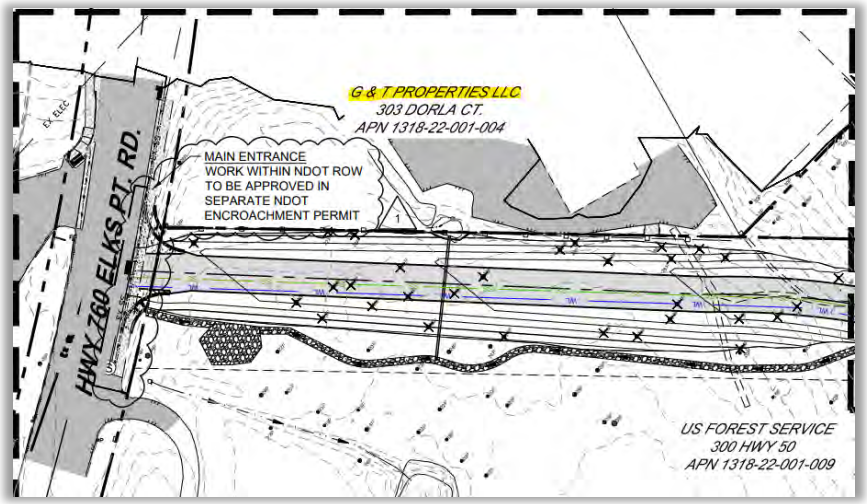
SENT VIA EMAIL

RE: Talaz (Globetrotters Properties, LLC) – Major Design Review for APN 1318-22-001-013 | 176 U.S. Highway 50, Zephyr Cove, Nevada

Dear Ms. Doherty:

Our firm represents G & T Properties LLC ("G & T"), which owns a neighboring property directly affected by the proposed Talaz "Developed Campground" / Eco-Camp project at 176 U.S. Highway 50 (APN 1318-22-001-013) ("Talaz Application"). We hereby notify the Planning Division that G & T objects to the Talaz Application for the "Developed Campground," and requests that Douglas County deny the Application based on multiple legal and procedural deficiencies.

G & T owns 303 Dorla Ct. (APN 1318-22-001-04), which borders the main entrance road to the project from Highway 760. G & T relies on this access, and increased traffic from glamping visitors negatively impacts their use, enjoyment, and access to the property.



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The Talaz Application misrepresents the project as a campground instead of resort-style accommodations, contains internal inconsistencies, and does not meet Douglas County or TRPA requirements. If a permit is issued, G & T will seek all available administrative and legal remedies, including appeal and judicial review.

I. The Project is Mischaracterized as a "Developed Campground"

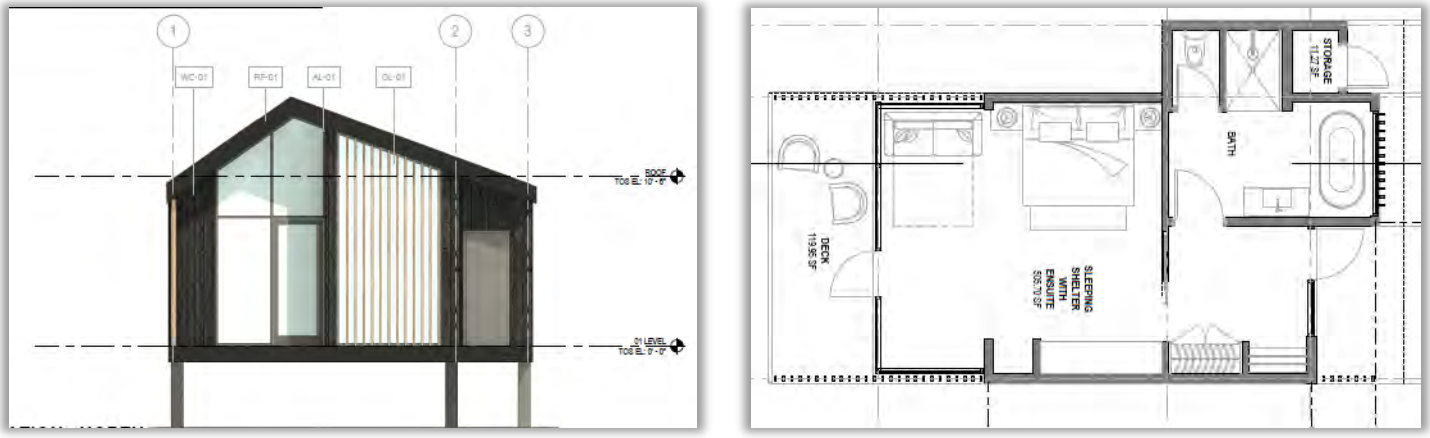
The Talaz Application labels the project as a "developed campground," but the project description, plans, and amenities provide for a resort-style transient lodging campus, not a "developed campground" as defined by TRPA's Code of Ordinances ("TRPA Code") or Douglas County Consolidated Development Code ("DCCDC").

TRPA defines a "developed campground" as a premises for temporary occupancy by campers traveling by motorized vehicle and containing typical campsite facilities such as parking areas, picnic tables, grills, restrooms, and limited utilities. TRPA Code, Table 21.4-A; DCCDC 20.703.130 (adopting TRPA Code). The TRPA Code does not contemplate permanent cabin-style accommodations and a central hotel-style lodge with a "community" kitchen, which is what the Talaz Application proposes.

The Talaz Application proposes:

- 26 year-round cabins that include a full-sized bed, couch, closet, and, many of which also include bathrooms with a shower and bathtub;
- 9 year-round "treehouse" units that do not appear to be attached to any trees but rather standalone structures also resembling cabins, which also have full-sized beds, couches, closets;
- 18 seasonal dome structures that are similar to large yurts;
- a massive clubhouse/lodge with communal kitchen, conference rooms, and remote-work space;
- amenities including saunas, hot tubs, beverage/lounge areas, event and wedding space; and
- employee housing.

The project's conceptual designs go well beyond a standard developed campsite, offering sleeping shelters with full-size bathtubs, furniture, and patio sets—eliminating the need for traditional camping gear.



"Sleeping Shelter"

Even worse, the applicant attempts to pass off the foregoing structure as a "clubhouse," when it is plainly a hotel-style lodge. This space includes hotel amenities, such as conference areas and remote-work spaces, and bed-and-breakfast style amenities, such as a shared kitchen.



"Lodge"

This Talaz "campground" bears little resemblance in character or intensity to a vehicle-or tent-oriented campsite. Instead, it closely aligns with the TRPA definition of "[h]otel, motel, and other transient dwelling units," which includes commercial lodging establishments or cabins providing overnight lodging for the general public. TRPA Code, Table 21.4-A. That use category, however, is only allowed in areas designated for Tourist Accommodations—not in the applicable recreation zoning governing this parcel. DCCDC Table 20.702.2B (PAS 067-074, use tables) (providing that tourist accommodations are not permitted in S-070B zoning).

II. The Project is Prohibited in the Applicable Zoning District

The subject parcel is located within TRPA Plan Area Statement 070B (RABE) and the Douglas County Tahoe Planning Area S-070B (Recreation), as shown in **Exhibit 1**. Douglas County Consolidated Development Code adopts the use definitions set forth in TRPA Chapter 21. *See* TRPA Code, Table 21.4-A; DCCDC Table 20.702.2B(II); DCCDC 20.702.050. If a primary use is not expressly permitted within the applicable Plan Area Statement, it is prohibited. TRPA Code 21.2.4; DCCDC 20.702.050.

Based on the project's proposed cabins, year-round lodging program, and resort-style amenities the project is properly classified as commercial transient lodging. Douglas County Consolidated Development Code defines "Campground" to include overnight occupancy "on a transient basis," including the use of "tents and recreational vehicles." DCCDC 20.660.060(B). Undoubtedly, the project far exceeds the scale and intensity of lodging associated with tents or recreational vehicles. Rather, the project falls squarely within the definition of a "resort lodge, conference center, or guest ranch," defined as a facility consisting of a single building or resort, with or without individual kitchens, that serves as a destination for visitors and generally includes accessory recreational facilities for guest use, including hunting, fishing, and skiing. DCCDC 20.660.060(D). In any event, the project cannot be classified as "recreational" use, because that category does not permit overnight or lodging facilities of any kind. DCCDC 20.660.090 (identifying recreational uses to include equestrian facilities, golf courses, health clubs, racing facilities, parks, ski areas, or indoor

gun ranges; even where the code provides for outdoor recreation "night use" use is limited to outdoor *activities* but does not extend to overnight lodging.).

The project is not a vehicle or tent-oriented campsite—it is a "[h]otel, motel, and other transient dwelling units." *See* TRPA Code, Table 21.4-A; DCCDC 20.702.050; DCCDC Table 20.702.2B (PAS 067-074, use tables) (providing that tourist accommodations are not permitted in S-070B zoning). Because the project's primary use is commercial transient lodging—not camping—and such use is not permitted within S-070B zoning, the project is prohibited under the Douglas County Consolidated Development Code. DCCDC Table 20.702.2B(II). As a result, the applicant cannot satisfy the mandatory findings required for Major Design Review approval under DCC 20.614.040(A) and must be denied as a matter of law.

III. Improper Reliance on Accessory-Use Provisions for Employee Housing

The application also improperly relies on TRPA Code 21.3 to justify employee housing as an accessory "dwelling unit." TRPA Code expressly provides that no accessory use may be permitted without a related existing or approved primary use on the same parcel. Further, an accessory use must be incidental or secondary to and may not change the character or intensity of the primary use. TRPA 90.2; DCCDC 20.703.095. Douglas County Consolidated Development Code 20.703.130 provides a list of primary uses and definitions, under this section, employee housing is allowed as a primary "[r]esidential" use. Accessory uses are intended to be incidental to the primary use. As a primary residential use, employee housing cannot be treated as an accessory recreational use. Moreover, "employee housing" is a prohibited use in S-070B zoning. *See* DCCDC 20.702.050; DCCDC Table 20.702.2B (PAS 067-074, use tables).

Even if the project were a lawful campground (which it is not), the scope and intensity of the employee housing would not qualify as incidental or secondary. In addition, TRPA's examples of accessory recreational uses exclude employee housing.[1] The accessory-use framework therefore cannot cure the underlying land-use inconsistency.

IV. Failure to Obtain Required Special Use Permit

Assuming the Planning Division intended to interpret the area use under Douglas County Consolidated Development Code's Private Recreation (PR) zoning provisions as opposed to S-070B, the project still falls short. *See* DCCDC 20.650.010. Development of a campground within PR zoning requires a Special Use Permit, which has not been applied for or processed. *See* DCCDC 20.658.020.060(B); DCCDC 20.660.060(B). Additionally, the Douglas County Consolidated Development Code mandates that "campground" density be established through a "special use permit" and further subjects the development to additional standards set out in DCCDC 20.668.040.

[1] TRPA provides specific examples of secondary "recreational" uses, which explicitly exclude employee housing, including: garages, emergency facilities, child care, related commercial sales and services such as ski shops, pro shops, marine sales and repairs, parking lots, maintenance facilities, swimming pools, tennis courts, *employee facilities other than housing*, accessory dwelling units, outdoor recreation concessions, bars and restaurants. TRPA 21.3 (emphasis added).

Because no Special Use Permit application has been submitted, the County should reject the Talaz Application as incomplete and improperly filed. *See* DCCDC 20.604.060; DCCDC 20.614.040(A).

V. Material Inconsistencies and Unresolved Prerequisite Approvals

Additional defects independently preclude approval, including:

- **Material inconsistencies regarding employee housing**:[2] The Talaz Application conflicts with TRPA's staff report concerning the number, configuration, and capacity of employee units; and
- **Lack of demonstrated NDOT approval:** NDOT has not approved Highway 50 for emergency access, which is identified as a special condition in the draft TRPA permit. *See* Draft Permit, Special Condition K.

TRPA's draft permit expressly recognizes that TRPA approval does not compel Douglas County approval. The County must independently determine whether it can make all required findings under its own Code. On the current record, it cannot because the project far and exceeds the bounds of what is allowable within S-070B zoning. The Applicant cannot be allowed to move this application forward under the guise of a "developed campsite" when it functions as a resort-style facility and should be regulated as such.

G & T respectfully requests that Douglas County deny the application. If the County approves the permit notwithstanding these defects, this letter serves as notice that G & T will pursue an administrative appeal and further judicial review as allowed by applicable law.

Please do not hesitate to contact me if you have questions or require clarification.

Sincerely,

Samantha Vanillo

Samantha Vanillo
Womble Bond Dickinson (US) LLP

[2] The project description includes employee housing for 9 employees in two separate buildings, while TRPA's staff report/draft permit describes one 3-bedroom accessory dwelling unit (ADU) with capacity for up to 9 employees, deed-restricted for onsite employee housing.

EXHIBIT 1

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire, P.E., CFM
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Stormwater
Code Enforcement
Vacation Home Rentals

March 27, 2026

Samantha Vanillo
1 E Liberty St., Ste. 300
Reno, NV 89501

RE: Zoning Verification Letter, 2026-DP-ZDL-0002, for Assessor's Parcel Number (APN): 1318-22-001-013

Ms. Vanillo:

This letter serves to verify that zoning for APN 1318-22-001-013 is located within the Tahoe Basin and zoned S-070B which is identified as primarily sports-oriented or recreation character within the RABE local plan area.

Please click on following link for further description of acronym:
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.020DEZODI

Please click on the following link for use table for the RABE plan area (S-070B):
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.050USPLARSTAR

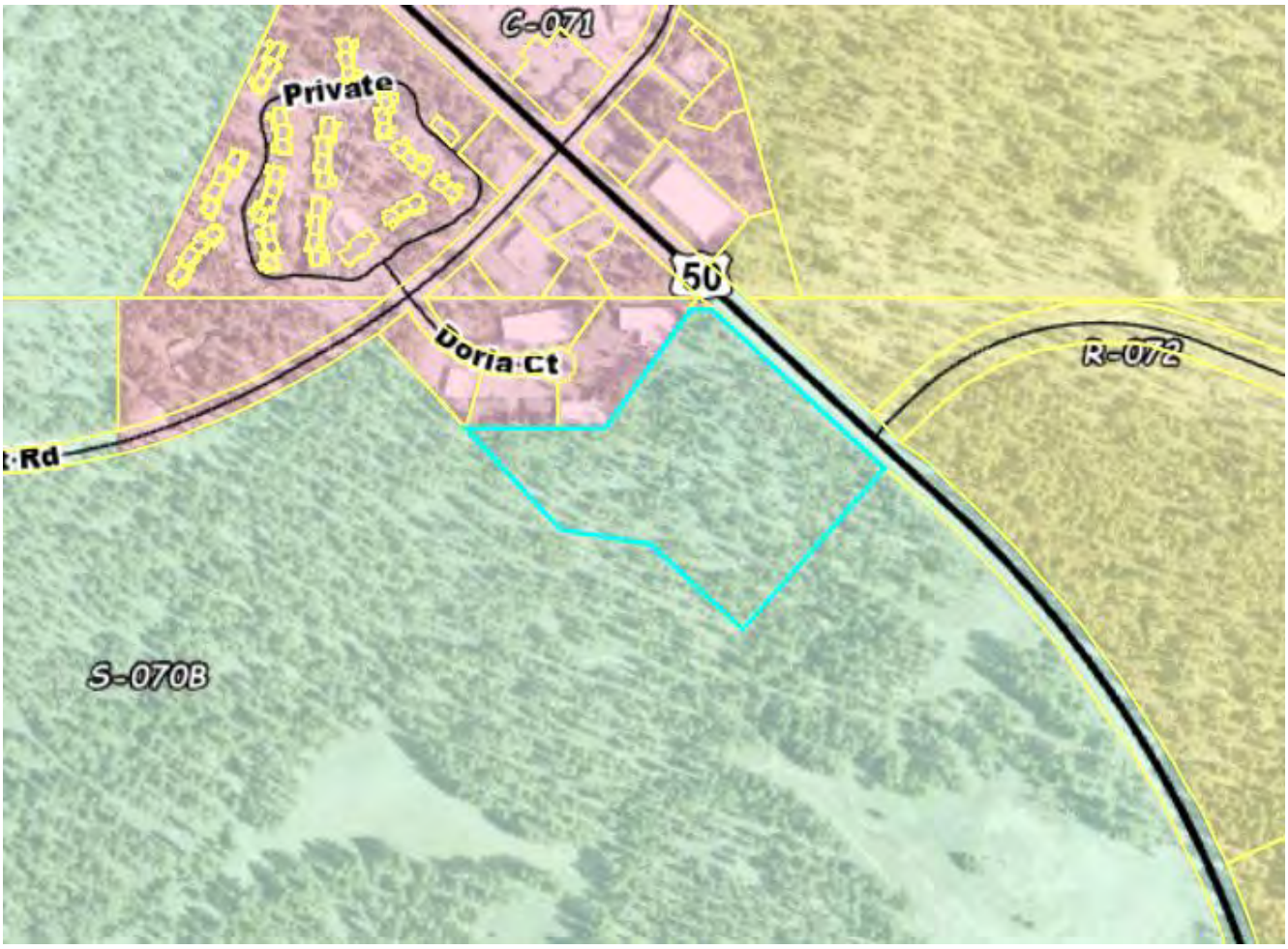
Included with this ZDL is the pdf to the RABE Plan Area Statement (PAS). It can also be found under Local Plans Map on the Tahoe Regional Planning Agency (TRPA) website:
https://www.trpa.gov/regional-plan/local-plans-map/

The ZDL is ***only*** for verification of zoning and flood zones. The adjacent parcels to APN 1318-22-001-013 are the Round Hill Community Area Plan (C-071), and local area plan Round Hill/Tahoe Dempsey (R-072),

The flood zone designation for this parcel is D.
Douglas County Code Appendix A: "Flood zone D": Areas in which flood hazards are undetermined, but possible.



Below is a snippet of the zoning designation for the parcel you requested.



If you have any questions, please email planning@douglasnv.us or call 775-782-6200 option #4.

Sincerely,
Planning Staff
Douglas County Community Development

EXHIBIT 3

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire, P.E., CFM
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Stormwater
Code Enforcement
Vacation Home Rentals

March 27, 2026

Samantha Vanillo
1 E Liberty St., Ste. 300
Reno, NV 89501

RE: Zoning Verification Letter, 2026-DP-ZDL-0002, for Assessor's Parcel Number (APN): 1318-22-001-013

Ms. Vanillo:

This letter serves to verify that zoning for APN 1318-22-001-013 is located within the Tahoe Basin and zoned S-070B which is identified as primarily sports-oriented or recreation character within the RABE local plan area.

Please click on following link for further description of acronym:
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https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.050USPLARSTAR

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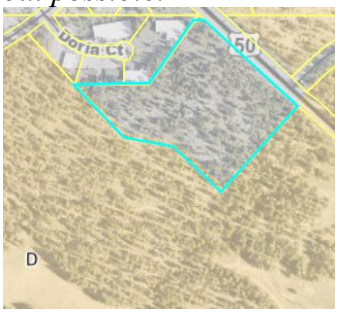
The flood zone designation for this parcel is D.
Douglas County Code Appendix A: "Flood zone D": Areas in which flood hazards are undetermined, but possible.



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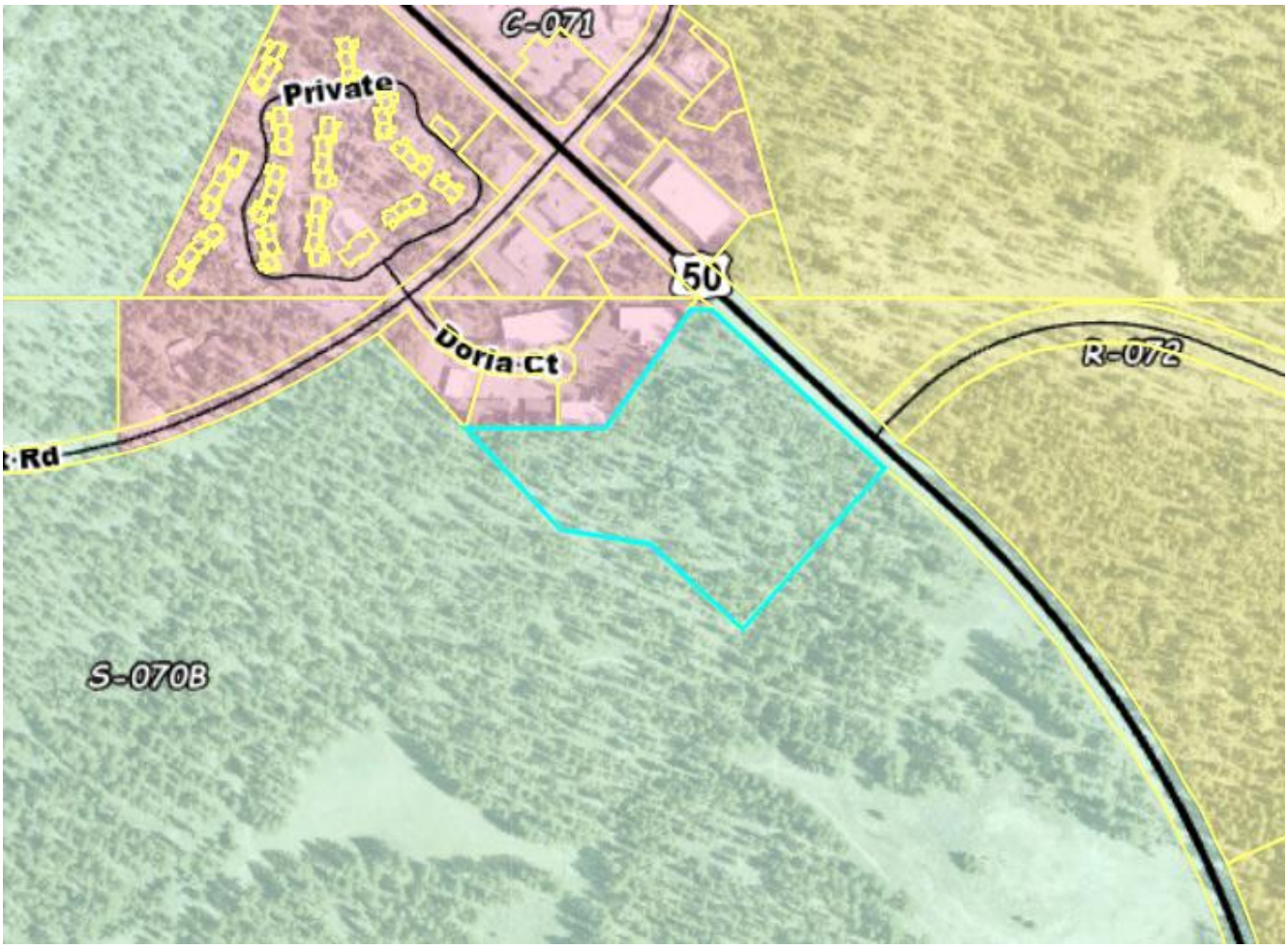
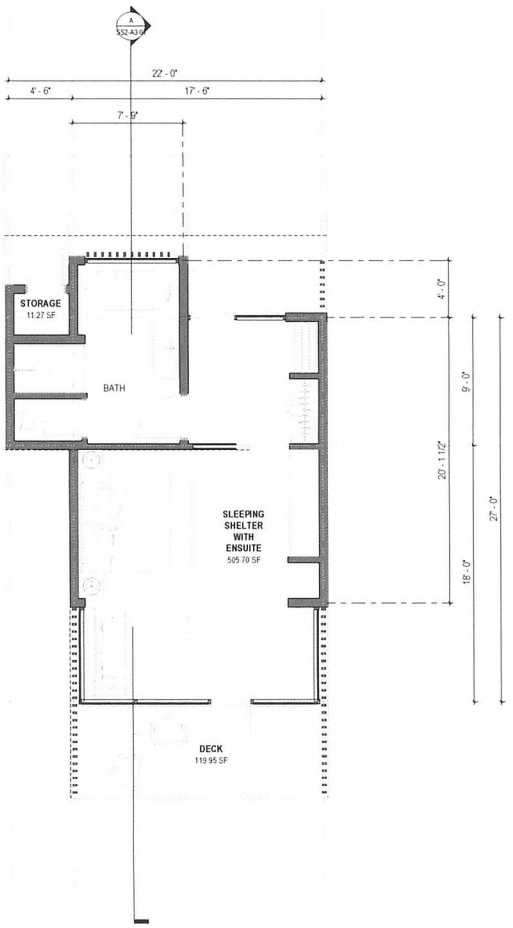


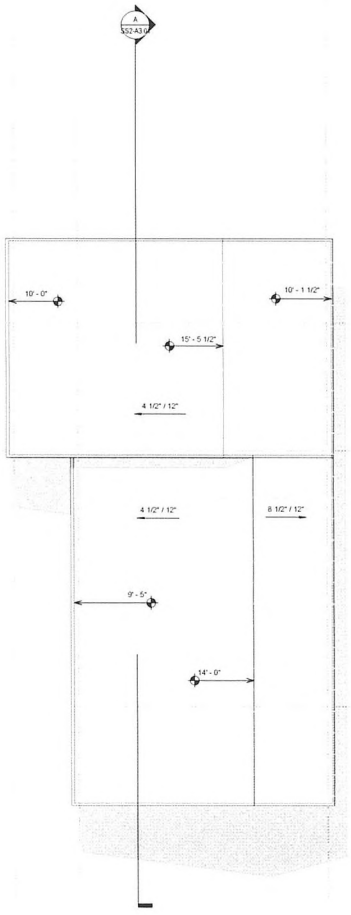
If you have any questions, please email planning@douglasnv.us or call 775-782-6200 option #4.

Sincerely,
Planning Staff
Douglas County Community Development

EXHIBIT 4



1 LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

ARCHITECTS
www.sb-architects.com
415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990
A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

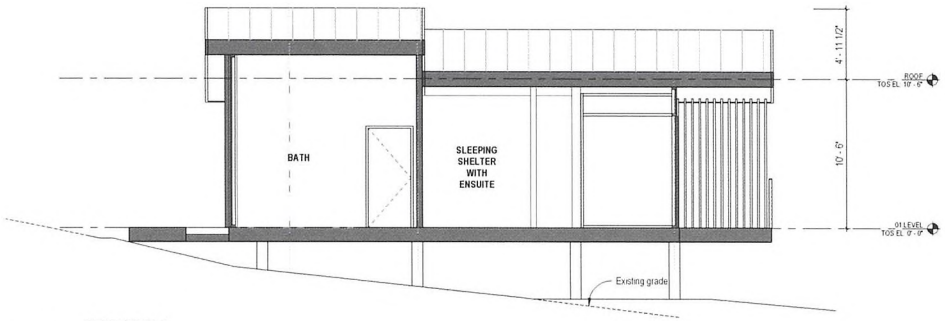
No	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Floor and Roof Plan

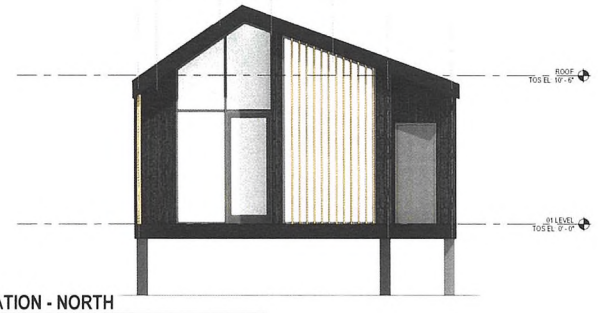
Project No. 23009

Sheet No.
SS2-A2.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelterEnSuite_R22.rvt
6/11/2025 8:52:20 AM



A SECTION 1
1/4" = 1'-0"



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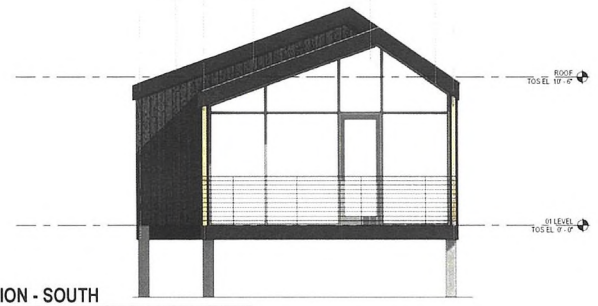
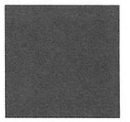


2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINIUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Section and Elevation

Project No. 23009

Sheet No.
SS2-A3.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelterEnSuite_R22.rvt
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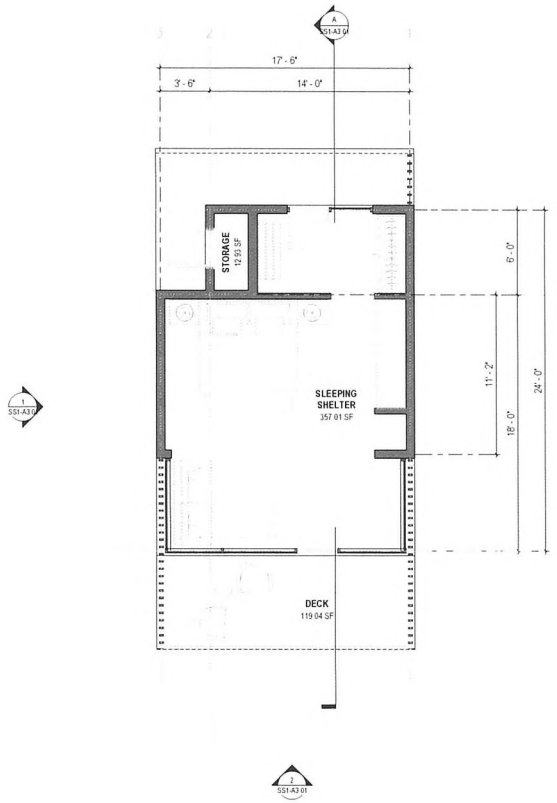

1 FLOOR PLAN - LEVEL 01
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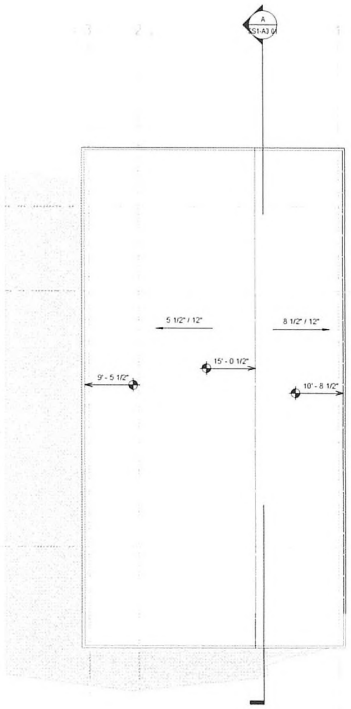

2 ROOF PLAN
1/4" = 1'-0"

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Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No	Description	Date

Sheet Title
Sleeping Shelter (detached bathroom) - Floor and Roof Plan

Project No. 23009

Sheet No.
SS1-A2.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelter_R22.rvt
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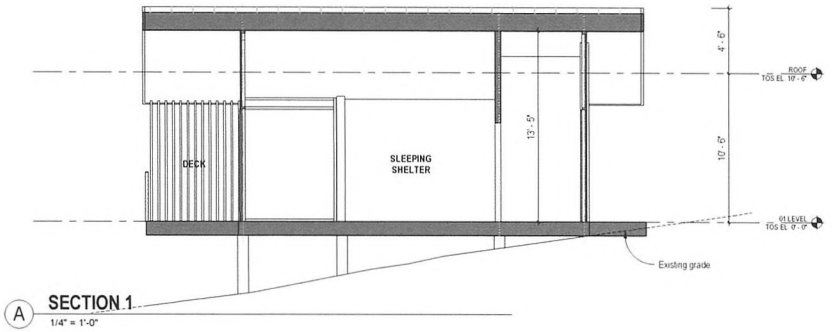

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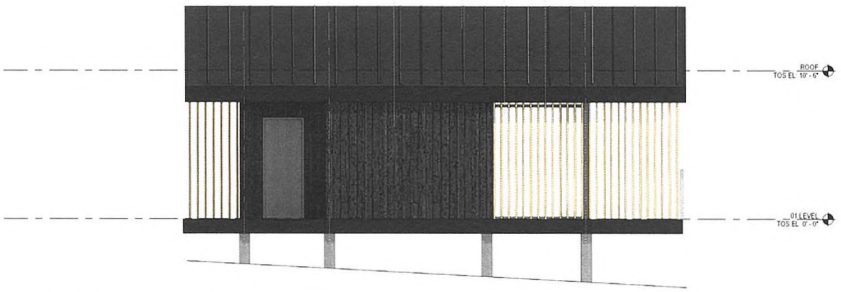

1 BUILDING ELEVATION - WEST
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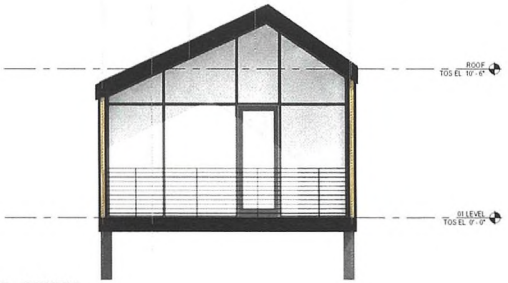

2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No	Description	Date

Sheet Title: **Sleeping Shelter (detached bathroom) - Section and Elevation**

Project No. 23009

Sheet No.
SS1-A3.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelter_R22.rvt
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EXHIBIT 5

Talaz Eco-Camp Project

Project Description:

The proposed project is an innovative campground with the intent to provide a unique and eco-friendly experience to recreation enthusiasts seeking to enjoy Lake Tahoe's natural environment. The sustainability-focused campground will consist of permanent glamping shelters, facilities, amenities, and accessory uses. The glamping units have been consciously designed to accentuate and connect guests to the natural beauty of the site. The project will preserve the natural surrounding environment, while taking advantage of the outdoor adventures of nearby hiking/biking trails, lake activities and winter sporting opportunities.

The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 site per acre, or a maximum of 72 sites for this property. The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 fulltime employees will be provided onsite as an accessory use in two separate buildings. Likely reduced to 6 total employees outside of high season. With housing on site and e-bikes provided, three total spaces will allotted to employees. Code also states 1-2 spaces per employee housing unit, so 2 standard spaces and 1 ADA space for the two units.

Facilities / Amenities Include:

1. Clubhouse: communal kitchen, wellness multipurpose room, edible garden on balcony, digital nomad space, conference room, communal eating area, caterer's kitchen, and educational wall for guests on sustainable and eco-friendly practices of the campground

2. Three comfort stations: communal restroom and showers, two of the three comfort stations will additionally include a sauna and outdoor hot tub.

3. Event lawn: multipurpose use for seasonal events and weddings offered only to guests and closed to the public.

4. Barbecue pavilion: communal grill space, self-pour beverage wall and lounge area. The space can also be used for catering services.

5. Recreational equipment rentals: stand up paddleboards, sleds, kayaks, and electric bike rentals to guests.

6. Fire pits and two nature-inspired playgrounds.

7. Shuttles: two electric shuttle vans will be available to campground guests with service to / from the airport, skiing, shopping, restaurants, beaches, etc.

The location is ideal for a campground and access to outdoor recreation. The site is easily accessible to the paved multi-use trail to Nevada Beach, Round Hill Pines Beach, Stateline and

the Round Hill Shopping Center. Guests will be encouraged to rely on non-motorized travel options rather than personal vehicles.

The site is undeveloped with slopes ranging from 2% to 30% and steeper in rocky areas. The property's land capability consists of Classes 2, 4 and 6 lands. Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Douglas County Major Design Review Findings

Finding 1: Consistency with the Douglas County Master Plan and Zoning Ordinance

Finding: The proposed Eco-Camp project is consistent with the policies and land use designations of the Douglas County Master Plan and applicable zoning district regulations.

Justification:
The project site is located within the Rabe Meadow Plan Area Statement (PAS 070B), designated as *Recreation*. Developed campgrounds are an **allowed use** within this designation. The project proposes 53 campsites, including dome structures, treehouses, and sleeping shelters, all serving transient guests consistent with the recreation intent. The design and layout align with Master Plan policies promoting sustainable tourism, outdoor recreation, and environmentally responsible development. The proposal also meets applicable standards for density (53 units within the allowable 72) and building height (proposed range 10'–23', below the maximum of 30'–38').

Finding 2: Compatibility with Surrounding Land Uses and Community Character

Finding: The project is compatible with existing and planned land uses in the surrounding area and maintains the character of the Rabe Meadow recreation corridor.

Justification:
The site is adjacent to existing recreation uses such as Zephyr Cove Campground, Nevada Beach Campground, and 4-H Camp Tahoe. All of which are not enough to support the campground demand as reservations must be made the previous season to secure a spot. Nevada Beach is walking distance and receives upwards of 1M visitors during the season. The design integrates natural materials, muted tones, and low-profile architecture to minimize visual impacts along U.S. Highway 50—a TRPA-designated scenic travel route. Structures are dispersed among existing trees to preserve natural screening and maintain the forested character. Noise, lighting, and activity levels are compatible with nearby recreation facilities.

Finding 3: Adequacy of Infrastructure, Access, and Public Services

Finding: Adequate public facilities, access, and utilities are available to serve the project without adversely impacting existing services.

Justification:
The project has secured *will-serve letters* from KGID (water), NV Energy, Southwest Gas, DCSID (wastewater), Charter/Spectrum, and Frontier. Access is provided via Elks Point Road with sufficient sight distance and turn lanes meeting Douglas County and NDOT standards. The project provides 59 parking spaces (meeting code) and internal circulation via stabilized gravel drives. A dedicated employee ADU provides on-site staff presence/housing for operational safety. The project's VMT (615) is well below the 715-screening threshold, ensuring no significant transportation impacts. Two electric shuttle vans and 30 complimentary e-bikes further reduce vehicle dependency.

Finding 4: Environmental and Scenic Resource Protection

Finding: The project protects natural features and scenic resources and minimizes land disturbance and tree removal to the extent feasible.

Justification:
The nine-acre parcel lies on high-capability land with limited slope disturbance. A *Tree Removal Plan* was prepared consistent with TRPA Code, authorizing selective removal of 226 trees (≥14" DBH) on-site and 54 within the access easement. Removal is balanced with replanting and restoration commitments. Scenic analysis demonstrates compliance with TRPA scenic thresholds for both east- and westbound Highway 50 travel routes. Site-wide BMPs include infiltration basins, permeable surfaces, and vegetative buffers to manage stormwater runoff and protect Lake Tahoe's clarity.

Finding 5: Protection of Public Health, Safety, and Welfare

Finding: The project will not adversely affect the public health, safety, or general welfare.

Justification:
The project meets or exceeds Douglas County and TRPA fire and life safety standards. The Tahoe Douglas Fire Protection District provided pre-approval, and all structures will utilize non-combustible Wildland-Urban Interface (WUI) compliant materials. No wood-burning fire pits are proposed; only gas-fired, controlled appliances are permitted. Emergency access and turnaround areas meet NFPA and County standards. The site's proximity to U.S. Highway 50 ensures emergency response access within minutes.

Finding 6: Design Quality and Visual Compatibility

Finding: The architectural design, materials, colors, lighting, and landscaping contribute to a visually cohesive and aesthetically appropriate development.

Justification:
All structures are designed to harmonize with the surrounding forest and mountain environment.

Natural and muted tones, limited lighting (shielded and dark-sky compliant), and clustered siting minimize visibility from scenic corridors. Landscaping emphasizes native species, low water use, and habitat continuity. The main lodge and comfort stations feature low rooflines and natural finishes, blending with the site's topography and vegetation.

Finding 7: Mitigation of Environmental and Infrastructure Impacts

Finding: All identifiable environmental and infrastructure impacts are mitigated to less than significant levels.

Justification:
TRPA and Douglas County mitigation requirements have been incorporated into the project design. Total required mitigation fees include $128,561 (water quality) and $127,479 (mobility), for a combined total of $276,035. Best Management Practices (BMPs), EV infrastructure (6 chargers, 2 electric shuttles), recycling systems, and a plastic-free policy collectively advance regional sustainability goals. The project supports the *Lake Tahoe Destination Stewardship Plan* through litter management, year-round recreation, and partnership with the Washoe Tribe for stewardship education.

Conclusion:
Based on the above findings and supporting documentation, the Talaz (EcoCamp) Developed Campground meets the required findings for approval under the Douglas County Consolidated Development Code (Title 20). The project promotes sustainable recreation, provides public benefit through environmental education and accessibility, and aligns with Douglas County's long-term goals for responsible tourism and economic vitality.

EXHIBIT 6

LSC Transportation Consultants, Inc.
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P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
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TECHNICAL MEMORANDUM

DATE: April 29, 2025

TO: Rachel Bowers, Globetrotter Properties

FROM: Leslie Suen, PE, LSC Transportation Consultants Inc.

SUBJECT: Round Hill Campground Limited Transportation Analysis

Per your request, LSC Transportation Consultants, Inc. has prepared a limited transportation analysis for the proposed campground located southeast of the shopping center at US 50 and Elks Point Road intersection in Round Hill Village, Nevada. First, the existing traffic conditions are presented. Next, the trip generation of the proposed project is estimated, and the following areas of impact are addressed: intersection level of service and vehicle miles traveled (VMT) analysis. Finally, the parking analysis is presented. The parking demand is then compared to the proposed parking supply.

LAND USES

The Round Hill Campground is nine acres of undeveloped land that will be developed into 53 camp sites and 1 accessory dwelling unit. These camp sites will be composed of 18 “dome sites”, 9 “tree house” units, and 26 “sleeping shelters”. The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed restricted for employee housing only.

In addition to the camp sites, a building designated “The Clubhouse” will host the check-in and check-out area, a communal work area, tapping into the "work from home trend" and enabling guests to extend their stays beyond weekend nights. The Clubhouse will have a retail area where guests can obtain packaged food, beverages, property logo merchandise, and sundry items. This space is also planned to include a communal kitchen and cooking area for guest use and for cooking class programming. This structure will include “back of house” (BOH), storage, and meeting space. Surrounding the building will be a deck for guest use as well as communal fire pits. A pavilion with a self-service vending area (including beer and wine) will be provided on-site.

Recreational amenities will be provided, such as a yoga platform. A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground.

A food truck will be parked on-site to provide additional food and beverage options for campsite guests. Two EV shuttles will be on-site and available for guests. In addition, a total of 6 EV charging stations will be available

for guest usage. All the above uses will only be available for guests of the campground and will not be available to the public.

Accessory Uses

According to the *TRPA Code of Ordinances - Section 21.3.2*, accessory dwelling units are defined as follows:

> *21.3.2. Accessory Dwelling Units (formerly Secondary Residences) Accessory dwelling units (ADUs) shall be considered an accessory use to the primary use it serves and may be permitted where the primary use is a permissible use. An accessory dwelling unit shall be considered a residential unit subject to the residential Figure 21.3.1-B: Example Tourist Accommodation Accessory Use Figure 21.3.1-C: Example Recreation Accessory Use CHAPTER 21: PERMISSIBLE USES 21.3 Accessory Uses 21.3.3 Local Utility Lines TRPA Code of Ordinances Adopted by Governing Board December 12, 2012 | Amended June 26, 2024 | Page 21-4 allocation limitations and transfer provisions. An accessory dwelling unit shall be eligible for a residential bonus unit provided it meets the requirements of Section 52.3.4. Accessory dwelling units shall not be considered in the calculation of density.*
>
> *A. Up to two accessory dwelling units per parcel shall be considered accessory uses where the primary use is a single-family or multi-family use and is a permissible use. These units may include a guest house or an affordable, moderate, achievable, or market-rate rental unit. They may be attached, within, or detached from the main dwelling. B.*
>
> *B. One accessory dwelling unit shall be considered an accessory use where the primary use is commercial use, public service, or recreational use. These units may include an affordable or market-rate rental unit; a caretaker residence, and a manager's quarters for a tourist accommodation use or multi-residential use other than multi-family.*

As only one deed restricted accessory dwelling unit is being provided for the campground, it may be considered an accessory use to the campground. Therefore, this unit would not create any additional trips or vehicles miles traveled (VMT) due to offset trips. This offset would be the elimination of the on-site employee's trips to work (which would usually be coming from off-site and are included in the campground trips/VMT). This would offset any increase in trips made by employees living onsite making shopping or other trips off-site.

Traffic Conditions

Through the study area, US 50 is a four-lane highway with a posted speed limit of 45 miles per hour (mph). Elks Point Road is a two-lane road with a posted speed limit of 35 mph. The proposed site driveway would be located on the south side of Elks Point Road just west of Dorla Court. The proposed access point would form a T-intersection with Elks Point Road, with no existing turn lanes present and no restrictions on turning movements.

Existing Traffic Volumes

PM turning-movement counts were conducted at US 50/Elks Point Road and Elks Point Road/Dorla Court/Wyndham S Shore by LSC staff on Wednesday, May 1, 2024, from 3:00 PM to 6:00 PM. The PM peak hour occurred from 4:00 PM to 5:00 PM. The turning-movement counts at Elks Point Road/Dorla Court were

used to determine the through movements on Elks Point Road at the site-access driveway. Based on available NDOT counts, peak summer volumes are higher in July than in May. The observed count data was increased by 47 percent to reflect traffic conditions in the peak month of summer, based on the ratio of April/May to July peak-hour counts conducted by NDOT. In addition, beach traffic is substantially lower in May than during peak season. Based on previous peak summer counts conducted in 2007 along the lake side of Elks Point Road, an additional 62 percent growth was applied to the volumes on Elks Point Road to the west of US 50/Elks Point Road to account for the increase in beach traffic in summer. The existing no-project volumes are found in Table 1.

TABLE 1: Round Hill Campground - Peak-Hour Intersection Traffic Volumes

	Northbound			Southbound			Eastbound			Westbound			
Intersection	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	Total
Existing No Project													
US 50/Elks Point Road	57	911	191	21	823	34	42	16	82	301	29	59	2,566
Elks Point Road/Site Driveway	0	0	0	0	0	0	0	87	0	0	66	0	153
Project Net Impact													
US 50/Elks Point Road	7	0	0	0	0	5	3	1	4	0	1	0	21
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	0	1	13	0	0	23
Existing Plus Project													
US 50/Elks Point Road	64	911	191	21	823	39	45	17	86	301	30	59	2,587
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	87	1	13	66	0	176

Source: LSC Transportation Consultants, Inc.

Trip Generation

The first step in the analysis of traffic impacts is to prepare an estimate of the number of trips generated by the proposed project. Trip generation is the evaluation of the number of vehicle trips that will either have an origin or destination at the project site. Daily vehicle trips and peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project.

The full buildout of the project includes the construction of 53 camp sites and 1 accessory dwelling unit. The dwelling unit would consist of 3 bedrooms and 9 beds to house up to 9 employees. Standard daily and peak-hour trip-generation rates are provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 11th Edition Manual* (ITE, 2021). These standard rates were reviewed, and the trip-generation rates used in this study are based on the following methodology and assumptions:

- **Campground Trip Generation** – The PM peak-hour rates are based on the rates for campground/RV Vehicle Park in the ITE *Trip Generation Manual.* As a daily trip rate is not available, the peak-hour rate was factored based on the ratio of daily to PM peak-hour rates for the Motel land use to identify a daily rate of 4 daily trips per site. Additionally, four campgrounds' transportation analyses were reviewed.
    - *The Brockway Campground – Limited Traffic Analysis* (LSC, May 13, 2015) assumed a rate of 4.18 vehicle-trips per site per day.
    - *The 56 Acres Master Plan* (LSC, August 17, 2021) assumed a rate of 4.02 vehicle-trips per site per day.
    - *The Tijuana River Valley Regional Park Campground and Education Center Transportation Impact Analysis* (Chen Ryan, September 2018) assumed a rate of 4.0 vehicle-trips per site per day.
    - *The Traffic Impact Analysis—Under Canvas, Teton* study conducted by SET Engineering in November 2021 used a rate of 2.0 vehicle-trips per site per day (for a development with a high level of internal amenities).

  In addition, the project proponent will provide two shuttles as an amenity available to campground guests and employees, with service to/from the airport, skiing, shopping, restaurants, outdoor recreational activities, hiking trails, and beaches. Each shuttle will accommodate between 12-19 people. In the peak season, each shuttle will have 4 daily runs. The shuttles are to run between 7:30 AM and 7:30 PM. To be conservative, any decrease in trips due to the shuttle would be offset by the shuttle trips themselves. Based on all the above information, a conservative rate of 4.0 trips per day per campsite is appropriate.

  Next, since the accessory dwelling unit (ADU) is an accessory use to the campground as defined in the land use section above, all trips to/from the ADU are included in the campground trip generation.

- **Off-site Manager** – One of the managers is assumed to live off-site. All other employees are assumed to live on site. This employee is assumed to generate a total of 2 daily trips, with one occurring in the PM peak hour.

- **Service Trips** – A total of four service trips are assumed to happen once a week for services such as UPS deliveries, laundry service, food truck deliveries, catering, and trash collection. To be conservative, and since the most congested time in the area is during the late afternoon, the four service trips are assumed to happen in the PM peak hour on the same day.

The resulting trip generation for the project is summarized in Table 2.

Reduction for Non-Auto

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. The project is located approximately 0.5 miles from Nevada Beach. The Lam Watah Nature Trail to Nevada Beach provides access between Round Hill Village and Kahle Drive in Stateline, Nevada. The 2014 and 2018 *Summer TRPA Travel Mode Share Survey* data was analyzed to determine non-auto reductions for the summer season. For visitors, data from the surveys conducted in the Round Hill area was isolated. Of the 75 survey trips, 29 percent were made via non-auto modes.

A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground. Amenities such as pre-made meal kits, a kitchen facility, a camp shop, a self-serve beverage well, and catering during peak summer weekends will also make campers more inclined to stay on site rather than go off site. However, per TRPA staff, the estimated daily trip rate of a campground cannot be dropped below 4.0 without further research of existing campgrounds, which goes beyond the scope of this study. As such, no reduction was applied to the campsites for non-auto trips.

For the employee trips, “Journey to Work” data from the United States Census Bureau data was reviewed for the nearby towns of Zephyr Cove, Round Hill Village, and Stateline, Nevada. Per the census data, zero percent of journey-to-work trips were made via non-auto modes in the towns of Zephyr Cove and Round Hill Village. In Stateline, Nevada, 25 percent of journey-to-work trips were made via non-auto modes. In addition, the free South Shore Microtransit Service “Lake Link” operates year-round from 7:00 AM to 9:00 AM and provides access in the south shore area. Rides are available within the South Shore area from the Safeway in Round Hill, Nevada, to the Chart House Restaurant located on Kingsbury Grade to the Grocery Outlet in South Lake Tahoe, CA. Taking all this data into consideration, the non-auto access rate for the managers is conservatively assumed to be around 10 percent, as shown in Table 2.

Trip Generation at Site Driveways

Multiplying the land-use quantities by the trip rates and applying reductions for non-auto trips yields the vehicle trips generated at the site driveways. As shown in Table 2, the proposed land uses are forecast to generate a total of approximately 222 daily vehicle trips at the site driveways on a weekday, including 23 PM peak-hour vehicle trips (14 inbound plus 9 outbound).

TABLE 2: Round Hill Campground - Trip Generation

Description	Quantity	Units	ITE Land Use Category	ITE Land Use Code	Trip Generation Rates [1]				Reduction for Non-Auto Trips	Vehicle Trips at Site Driveways			
					Daily	PM Peak Hour				Daily	PM Peak Hour		
						In	Out	Total			In	Out	Total
Campground	53	Sites	Campground/RV Vehicle Park	416	4.00	0.18	0.09	0.27	0%	212	10	4	14
Accessory Dwelling Unit[2]	1	DU	Accessory to campground										
Off-Site Manager	1	Employee	person-trip analysis		2.00	0.00	1.00	1.00	10%	2	0	1	1
Service Trips	4	Service Trips	person-trip analysis		2.00	1.00	1.00	2.00	0%	8	4	4	8
Shuttle Trips			Accessory to campground										
Total Site Access Trips										**222**	**14**	**9**	**23**

Note 1: The daily rate a factored rate (campground to motel rate) as a daily campground rate is unavaialable from ITE .

Note 2: Per the TRPA Code of Ordinance Section 21.3.2B, the Accessory Dwelling Unit is an accessory use to the Camground and all trips generated are included in the campground trip generation

Source: LSC Transportation Consultants, Inc. and Institute of Transportation Engineers Trip Generation (11th Edition)

Trip Distribution and Assignment

The distribution of site-generated vehicle trips is based on Wood Rodgers: *Retreat 50 Glamping Resort TIS* (May 2023). The distribution is as follows:

- 38 percent to/from north on US 50 toward Incline Village
- 45 percent to/from south on US 50 toward Stateline
- 8 percent to/from west on Elks Point Road toward Nevada Beach
- 9 percent to/from east on Elks Point Road toward Safeway

The site-generated traffic volumes are assigned through the study intersections by applying the distribution percentages to the peak-hour vehicle trips. The site-generated traffic volumes are then added to the no-project sets of volumes to get the plus-project sets of volumes, as seen in Table 1.

LEVEL OF SERVICE ANALYSIS

Level of Service (LOS) is a quantitative and qualitative measure of traffic conditions on isolated sections of roadways or intersections. LOS ranges from "A" (with no congestion) to "F" (where the system fails with gridlock or stop-and-go conditions prevailing). As is the standard for traffic engineering analyses, intersection LOS is analyzed based on the procedures presented in the *Highway Capacity Manual* (Federal Highways Administration, 2016) using the Synchro software application (Version 11.1, Trafficware). The LOS calculations are attached for further reference.

LOS Standards

TRPA LOS Policy

The LOS standards for the Lake Tahoe Basin, established by the Tahoe Regional Planning Agency (TRPA), are outlined in the *2020 Regional Transportation Plan* with the intent that the Region's highway system and signalized intersections during peak periods shall not exceed the following:

1. LOS C on rural scenic/recreational roads,
2. LOS D in rural developed areas,
3. LOS D on urban roads, or
4. LOS D for signalized intersections - LOS E may be acceptable during peak periods, not to exceed four hours per day.

The *Regional Transportation Plan* also states that: "These vehicle LOS standards may be exceeded when provisions for multimodal amenities and/ or services (such as transit, bicycling, and walking facilities) are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected roadways." (Policy 4.11). While the Tahoe Regional Planning Compact looks to "reduce the dependency on the private automobile," there are currently no adopted requirements or standards regarding the quality of service of other travel modes (i.e., transit, biking, or walking) that could potentially reduce the demand on the roadway system.

The TRPA does not have a specific adopted standard for unsignalized intersections.

Douglas County Standards

The LOS standards for Douglas County are set forth in *the Douglas County Roadway Design and Construction Standards*, June 2020:

> "For signalized intersections and/or roadway segments in zoning applications, LOS 'D' will be the design objective in urban areas, and LOS 'C' will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS 'D' will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS 'E' at signalized intersections for any analysis scenario."

Therefore, the LOS standard applied to this study is D for the signalized intersection and LOS D for the unsignalized intersection.

Intersection Level of Service

As shown in Table 3, the intersection of US 50/Elks Point Road currently operates at LOS F. With implementation of the proposed project, the US 50/Elks Point Road intersection will continue to operate at LOS F. Though the intersection is currently failing, the impact of the proposed project results in an increase of volumes of less than 1 percent to the intersection. Additionally, the project has proposed several elements that encourage non-auto travel as stated above in the 'Reduction for Non-Auto' section. As such, the project's net impact to the intersection is acceptable.

With the implementation of the proposed project, the Elks Point Road/Site Driveway will operate at LOS A.

TABLE 3: Round Hill Campground - Intersection LOS Summary

			PM Existing No Project		PM Existing Plus Project	
Intersection	Control Type	LOS Threshold[1]	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
US 50/Elks Point Road	Signalized	D	**OVF**	**F**	**OVF**	**F**
Elks Point Road/Site Driveway	TWSC	D	-	-	8.9	A

BOLD text indicates that LOS standard is exceeded.

OVF = Overflow. Overflow indicates a delay greater than 200 seconds per vehicle, which cannot be accurately calculated using HCM methodology.

TWSC = Two-Way Stop-Control

NOTE 1: Level of service for signalized intersections is reported for the total intersection. Level of service for roundabouts and other unsignalized intersections is reported for the worst movement.

Source: LSC Transportation Consultants, Inc.

VMT Analysis

Vehicle miles traveled (VMT) was evaluated in accordance with the current TRPA *Project Impact Assessment Guidelines* (August 26, 2024). Per TRPA standards, this analysis focuses on VMT generated within the Tahoe Basin only. The project is located in PIA zone 41.

Average Annual Daily Trips of Campground

Due to the nature of a campground, occupancy is higher in summer than in the winter or other seasons. The 53 camp sites are composed of 18 "dome sites", 9 "tree house" units, 26 "sleeping shelters", and 1 accessory dwelling unit. It should be noted that the accessory dwelling unit is an accessory use to the campground (discussed above) and does not generate additional VMT. The 18 "dome sites" are only in operation from May 1-October 15, whereas the "tree house" units and "sleeping shelters" are operational year-round. The occupancy of the campsite is expected to vary throughout the year from 20 percent in the shoulder seasons to 100 percent in the peak summer season, as shown in Table 4. For the year as a whole, the average annual occupancy of the project is 60 percent.

To support the project's occupancy assumption, two data sources were reviewed in the south shore area: the *56 Acres Master Plan and South Lake Tahoe Recreation and Aquatics Center Project – A Multigenerational Center* (Ascent, 2021) and the Nevada Beach Campground (2025). The 56 Acres campground had a summer occupancy of 75 percent based on occupancy data from 2018. The Nevada Beach campground was reviewed in terms of reservations, in the upcoming summer of 2025, all available nights are reserved, so essentially 100 percent occupancy is assumed during the summer operating season. Next, the average annual occupancy was calculated for each campground with 56 acres at 28 percent and 38 percent for Nevada Beach. The proposed project assumes a 60 percent occupancy on an average annual basis. This a partially due to the year-round operation of the proposed project. If it were assumed that the two reference campgrounds had year-round operations, then their average annual trips would be calculated at 58 percent for 56 acres and 68 percent for Nevada Beach. As the expected average annual occupancy for the project is within the range of the 56 Acres campground and the Nevada Beach Campground's occupancy, the occupancy provided by the client is considered reasonable. Applying the occupancy to the daily trip rates results in 114 average annual daily trips for the campground, as shown in Table 4.

Average Trip Length

The TRPA average trip length for the project's VMT analysis zone (Zone 41) of 4.96 is applied to all uses.

Mobility Fee of Project

VMT was estimated for this project as a whole by multiplying the average annual project-generated trips (and taking reductions for non-auto trips as discussed above) by the average trip lengths. This results in an average annual project VMT of 615, as shown in Table 5. The project VMT generated is then compared to the TRPA screening criteria. The small project screening criteria is 715 average annual VMT or less, therefore this project meets this screening criteria and is screened out of further analysis.

Based on the VMT generated and 2025 TRPA fees, the estimated mobility fee is $127,479. Note TRPA staff will determine the actual mobility fee.

TABLE 4: Average Annual Daily Trips of Campground

Month	Available Units[1]	Daily Trip Rate	Occupancy	Daily Trips
January	35	4.00	40%	56
February	35	4.00	40%	56
March	35	4.00	20%	28
April	35	4.00	60%	84
May	53	4.00	80%	170
June	53	4.00	100%	212
July	53	4.00	100%	212
August	53	4.00	100%	212
September	53	4.00	80%	170
October	53	4.00	40%	85
November	35	4.00	20%	28
December	35	4.00	40%	56
Average Annual Daily Trips			**60%**	114

Note 1: The "Dome" units will only be available from May 1-October 15 of each year. The remaining units are operational year-round.

Source: LSC Transportation Consultants, Inc.

TABLE 5: Round Hill Campground - Vehicle Miles Traveled (VMT)

Description	Land Use Quantity		Average Annual Daily Trips	Zone Average Trip Length[1]	VMT After Non-Auto Reductions
Campground	53	Sites	114	4.96	566
Accessory Dwelling Unit[2]	Accessory to campground				
Off-Site Manager	1	Employee	2	4.96	10
Service Trips	4	Service Trips	8	4.96	40
Shuttle Trips	Accessory to campground				
Project Total			**124**		**615**
TRPA Screening Criteria					**715**
Criteria Met?					**Yes**
Fee per VMT for Campgrounds					**$ 207.13**
Total Mobility Fee[3]					**$ 127,479**

Note 1: TRPA data for PIA Zone 41. Average trip length for camp sites from Table 5.

Note 2: Per the TRPA Code Section 21.3.2B, the ADU is an accessory use to the Camground and all trips/VMT generated by the ADU are included in the campground trip generation rate.

Note 3: The calculated mobility fee is an estimate. TRPA will calculate actual fee based on the submittal date.

Source: LSC Transportation Consultants, Inc. and TRPA Project Impact Assessment Guidelines

Parking Analysis

The Douglas County Code is the applicable parking code for this project. However, as the project will have many parking limitations, a person-trip analysis was performed for most of the land uses. The project will have the following limitations according to the program:

- Campsite guests will only be allowed 1 vehicle per campsite.
- The two shuttle spaces will be exclusively available for the two shuttle vehicles.
- One space will be available for the off-site managers.
- Three spaces will be available for the ADU per the Code.

Table 6 presents an evaluation of the parking demand associated with the proposed land uses. The parking rates are applied to the proposed land uses, as shown in Table 6. After taking reductions for non-auto trips, this results in a total demand of 59 parking spaces.

Proposed Parking Supply

The proposed parking supply for the site is as follows:

- 53 campsite spaces
- 4 employee spaces
- 2 shuttle spaces

The parking supply for each land use is compared to the parking demand, as seen on the right side of Table 6. As shown, the project parking supply is adequate and has no surplus or deficit.

TABLE 6: Round Hill Campground - Peak Parking Demand

Description	Quantity	Units	Parking Ratio Category	Parking Rate	Required Parking Spaces for Individual Use	Proposed Parking Spaces	Parking Surplus/ Deficit
Campground	53	Sites	person-trip analysis	1.00 per site	53		
Accessory Dwelling Unit	3	Bedrooms	Boarding House	1.00 per bedroom	3		
Off-Site Manager	1	Employees	person-trip analysis	1.00 per employee	1		
Service Trips					0		
Shuttle	2	Shuttles	person-trip analysis	1.00 per shuttle	2		
Subtotal Camping Site Parking					53	53	
Subtotal Employee Parking					4	4	
Subtotal Shuttle Parking					2	2	
Total Project					**59**	**59**	**0**

Source: LSC Transportation Consultants, Inc.

CONCLUSIONS

The following conclusions are made based on this analysis:

- The proposed project would generate approximately 222 daily vehicle trips, with 23 in the PM peak hour (14 inbound and 9 outbound) on a peak summer day.
- The US 50/Elks Point Road operates at an unacceptable LOS F both without and with the project. However, the project's net impact on the intersection is acceptable due to the extensive non-auto access options. The site-access intersection operates at an acceptable LOS A with the proposed project.
- The total VMT generated by the project (after reductions) is 615 annual average daily VMT. As this is less than the small project screening criteria of 715 average annual daily VMT, the project is screened out of further VMT analysis.
- The estimated TRPA mobility fee for the project is $127,479.
- The parking demand for the project is 59 parking spaces. As the parking supply is 59 parking spaces, the parking supply is adequate.

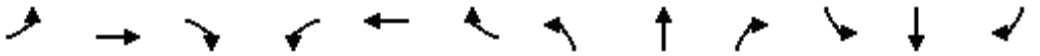
Attached: Synchro Outputs

Appendix A

LOS

HCM 6th Signalized Intersection Summary
1: Hwy 50 & Elks Point Rd

06/28/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Future Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	17	89	327	32	64	62	990	208	23	895	37
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	619	81	0	619	81	1047	220	44	1161	48
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3478	144
Grp Volume(v), veh/h	63	0	89	359	0	64	62	601	597	23	457	475
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1844
Q Serve(g_s), s	0.0	0.0	3.1	0.0	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Cycle Q Clear(g_c), s	33.1	0.0	3.1	33.1	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.08
Lane Grp Cap(c), veh/h	90	0	619	81	0	619	81	636	630	44	593	616
V/C Ratio(X)	0.70	0.00	0.14	4.42	0.00	0.10	0.77	0.94	0.95	0.52	0.77	0.77
Avail Cap(c_a), veh/h	90	0	619	81	0	619	111	636	630	105	593	616
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.9	0.0	16.7	42.4	0.0	16.4	40.0	26.4	26.4	40.8	25.3	25.3
Incr Delay (d2), s/veh	18.6	0.0	0.0	1568.1	0.0	0.0	12.2	24.3	25.0	3.6	9.3	9.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	1.1	37.1	0.0	0.8	1.5	14.8	14.8	0.5	9.0	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	52.5	0.0	16.7	1610.5	0.0	16.4	52.2	50.7	51.4	44.4	34.7	34.3
LnGrp LOS	D	A	B	F	A	B	D	D	D	D	C	C
Approach Vol, veh/h		152			423			1260			955	
Approach Delay, s/veh		31.6			1369.3			51.1			34.7	
Approach LOS		C			F			D			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.2		39.6	10.9	34.2		39.6				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	5.3	* 28		32.1				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.1	4.9	21.6		35.1				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.6		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.3
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

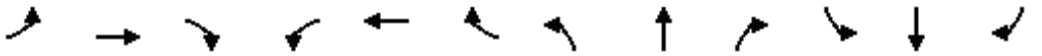
Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	0	0	66	0	0
Future Vol, veh/h	87	0	0	66	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	0	0	72	0	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	95	0	167	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	72	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1499	-	823	962
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1499	-	823	962
Mov Cap-2 Maneuver	-	-	-	-	823	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	-	-	-	1499	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Future Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	49	18	93	327	33	64	70	990	208	23	895	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	620	81	0	620	90	1042	219	44	1131	53
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3456	162
Grp Volume(v), veh/h	67	0	93	360	0	64	70	601	597	23	460	477
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1841
Q Serve(g_s), s	0.0	0.0	3.2	0.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Cycle Q Clear(g_c), s	33.0	0.0	3.2	33.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.09
Lane Grp Cap(c), veh/h	90	0	620	81	0	620	90	633	627	44	581	602
V/C Ratio(X)	0.74	0.00	0.15	4.42	0.00	0.10	0.78	0.95	0.95	0.52	0.79	0.79
Avail Cap(c_a), veh/h	90	0	620	81	0	620	129	633	627	106	581	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	34.2	0.0	16.6	42.2	0.0	16.3	39.6	26.4	26.4	40.6	25.8	25.8
Incr Delay (d2), s/veh	25.0	0.0	0.0	1567.2	0.0	0.0	10.2	25.1	25.8	3.5	10.6	10.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	1.2	37.1	0.0	0.8	1.6	14.9	14.9	0.5	9.3	9.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.3	0.0	16.6	1609.4	0.0	16.3	49.8	51.5	52.2	44.2	36.3	36.0
LnGrp LOS	E	A	B	F	A	B	D	D	D	D	D	D
Approach Vol, veh/h		160			424			1268			960	
Approach Delay, s/veh		34.5			1369.0			51.8			36.4	
Approach LOS		C			F			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.0		39.5	11.4	33.5		39.5				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	6.1	* 28		32.0				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.0	5.3	21.8		35.0				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.5		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.1
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	1	13	66	1	8
Future Vol, veh/h	87	1	13	66	1	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	1	14	72	1	9

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	96	0	196	96
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1498	-	793	960
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1498	-	785	960
Mov Cap-2 Maneuver	-	-	-	-	785	-
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	915	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	937	-	-	1498	-
HCM Lane V/C Ratio	0.01	-	-	0.009	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

July 7, 2026

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RE: Supplemental Appeal Justification Letter in Support of Appeal (Design Review DP25-0184)

G & T Properties LLC ("Appellant") submits this Supplemental Appeal Justification Letter to further demonstrate that the findings required for Major Design Review approval under Douglas County Consolidated Development Code ("DCCDC") cannot lawfully be made for the Talaz Eco-Camp Project ("Project").

I. INTRODUCTION

The Appeal Justification Letter dated May 8, 2026 ("Justification Letter") demonstrates that the threshold findings required by DCCDC 20.614.040 cannot be made. Those findings include consistency with the Douglas County Master Plan and compliance with applicable zoning regulation. As explained in the Justification Letter, the Project has been improperly classified. It operates as a commercial transient lodging use, which is prohibited within the S-070B zoning district.

This Supplemental Appeal Justification Letter addresses the additional findings required by DCCDC 20.614.040(A) through (H), each of which independently precludes approval on the present record.

II. LEGAL STANDARD

When considering an application for design review, the County must independently evaluate whether the proposed development is compatible with surrounding properties and whether the design is appropriate under the applicable standards. DCCDC 20.614.040. To approve a project, the County must make separate findings that the proposed development: (a) is consistent with the adopted Master Plan and applicable district regulations; (b) is compatible with surrounding development and neighborhood character and includes appropriate measures to mitigate adverse impacts; (c) will not generate hazardous pedestrian or vehicular traffic or conflict with existing or anticipated traffic patterns; (d) incorporates roadway improvements, traffic controls, access restrictions, or other measures necessary to reduce traffic impacts; (e) minimizes adverse effects, including visual impacts, on adjacent properties; (f) avoids impacts to archaeological and cultural resources or adequately mitigates such impacts where necessary; (g) complies with all applicable Douglas County development standards, design criteria, improvement standards, zoning requirements, and adequate public facility policies; and (h) will not be materially detrimental to

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the public health, safety, convenience, or welfare, or cause material damage or prejudice to nearby properties. *Id*.

The DCCDC requires the County to make each finding independently based on the standards set forth in DCCDC 20.614.040. *See City of Reno v. Citizens for Cold Springs*, 126 Nev. 263, 275–76 (2010) (affirming that a local government must comply with mandatory findings required by its development code and that generalized or deferred findings do not satisfy those requirements); *see also Seventy Acres, LLC v. Binion*, 136 Nev. 874, *2-3 (2020) (holding that a local government properly approved land-use applications where it correctly applied its development code and substantial evidence supported the specific findings required by the governing ordinances).

The County cannot satisfy these obligations by merely adopting or deferring to findings made by TRPA. *See* TRPA Conditional Permit No. ERSP2024-1277 at 2 (providing that no tree removal, demolition, construction, or grading may commence until the permittee obtains a County building permit, and that the County and TRPA permits are independent of each other); *see Douglas Cnty. v. Tahoe Reg'l Plan. Agency*, 95 Nev. 101, 102 (1979) (holding that county approval under local ordinances did not excuse compliance with TRPA's independently applicable land-use ordinance and requiring the county to rescind its approval of the noncompliant parcel map).

The DCCDC also imposes specific standards for certain uses, including campgrounds. DCCDC 20.702.090; Table 20.702.3 (Specific standards). Under these provisions, the Project is also required to satisfy DCCDC 20.668.040. Although the County imposed certain conditions that track portions of DCCDC 20.668.040, the record does not demonstrate full compliance with all campground-specific standards, including the standards governing hazards, access, and screening. The proposed project fails to satisfy the applicable design review criteria and applicable standards outlined in DCCDC 20.668.040. Therefore, the approval violates the Douglas County Consolidated Development Code and must be reversed.

A. <u>The Project is inconsistent with the adopted master plan and applicable zoning regulations</u>.

DCCDC 20.614.040(A) requires a finding that the proposed development is consistent with the goals and policies embodied in the adopted Master Plan and the general purpose and intent of the applicable district regulations. That finding cannot be made here.

The Douglas County 2020 Master Plan ("Master Plan") requires the County to maintain different types and intensities of land use and provide public services and facilities appropriate to those planned uses. *See* Master Plan at 24 (Policy L2). The Master Plan further directs the County to evaluate development proposals for community character, environmental impacts, resident security and safety, aesthetics, and the efficient delivery of public services. *Id.* (Policy L3). Policy L15 calls for the protection of residential neighborhoods from incompatible activities and land uses that may negatively affect quality of life and requires that non-residential development adjacent to residential areas be designed and sited in a manner that protects residential privacy. *Id.* at 26. The Master Plan also directs the County to maintain Community

Plans and Regions in a manner that reflects and enhances each community's desired character. *Id.* at 27 (Policy L22).

These policies take on added weight in the Tahoe Region. There, the Master Plan emphasizes preservation of natural resources and open lands and supports recreation-based economic opportunities only where they do not diminish residents' enjoyment of the area and its amenities. *See id.* at 85 (Policies 1–2). The Master Plan's public facilities and recreation policies likewise seek to preserve recreational opportunities for current and future residents and conserve open space to promote responsible recreation and stewardship of public lands. *See id.* at 202 (Policy PF20, Policy PF25). In addition, the transportation element calls for an integrated transportation system that promotes the safe and efficient movement of people and goods while preserving residents' quality of life. *See id.* at 200 (Goal 5).

The Project is inconsistent with these policies. Rather than a low-intensity recreational use, it offers private, guest-oriented lodging and event facilities, 53 permanent units,[1] conference and remote-work facilities, food and beverage services, and other resort-style amenities. The scale and intensity of these uses differ substantially from the surrounding residential and recreation-oriented character of the area.

B. The Project is incompatible with adjacent development and fails to mitigate adverse impacts.

DCCDC 20.614.040(B) requires that "[t]he proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods." The Project cannot satisfy this finding for the following reasons:

1. The Project is incompatible with adjacent neighborhood character.

The Project is incompatible with the planning framework governing both its own Plan Area and the surrounding Plan Areas. Rather than advancing the purposes and objectives of those plans, the Project would introduce an intensive, resort-style commercial lodging operation into an area designated for low-intensity recreation and immediately adjacent to areas designated for low-density residential development. The adjacent parcels include the Round Hill Community Area Plan (C-071) and the Round Hill/Tahoe Dempsey local area plan (R-072). Justification Letter, Ex. 3 at 1. Introducing a 53-unit commercial lodging operation including a clubhouse, employee housing, event facilities, saunas, hot tubs, communal kitchens, conference rooms, and seasonal weddings alters the character of the surrounding low-density recreational and residential corridor.

[1] The Project application materials indicate that the Applicant intends the 18 dome structures to function as permanent installations. Although the TRPA Conditional Permit limits operation of the domes to the period between May 1 and October 15, *see* TRPA Conditional Permit No. ERSP2024-1277 at 1 (Condition 1), the record suggests that the structures themselves will remain in place year-round. While occupancy may be seasonal, the physical presence of the domes appears to be permanent.

PAS 070B (RABE) — The Project's Own Plan Area. PAS 070B designates this area as "recreation." **Ex. 1**, 1. The PAS directs that "[t]he existing recreation uses should continue and the public beach and camping areas should be expanded." *Id.* The existing uses identified in PAS 070B are the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and "some miscellaneous private uses"—all low-intensity, outdoor-oriented recreational uses. The permissible-use table authorizes beach recreation, day-use areas, trails, outdoor recreation concessions, and developed campgrounds, but does not authorize hotels, motels, commercial lodging resorts, event centers, conference facilities, restaurants, or similar intensive visitor-serving commercial uses. *See id.* at 2; Appeal Justification Letter dated May 8, 2026.

While developed campgrounds are permitted, the Project does not resemble the traditional campground contemplated by PAS 070B. The proposed uses are incompatible with the stated objective of maintaining and expanding low-intensity recreational opportunities. PAS 070B's special policies emphasize protection of sensitive natural resources, expanded recreation opportunities on public lands, and scenic improvements—not introducing a major commercial lodging destination on private property.

Round Hill/Tahoe Dempsey (R-072) — Adjacent Plan Area. The immediately adjacent Round Hill/Tahoe Dempsey Plan Area is designated "residential." **Ex. 2**, 1. PAS 072 expressly states that the area should serve as a receiving area for residential development and encourages housing uses, including senior and low-to-moderate-income housing. *Id.* at 1. The list of permissible uses is correspondingly narrow, allowing single-family dwellings, multifamily dwellings, employee housing, and limited tourist accommodation only in the form of residential-style timeshare units. *Id.* at 2. The Plan Area does not contemplate intensive tourist accommodations.

The Project's proposed operations would transform the character of the surrounding area and conflict with the residential expectations established by PAS 072. The neighboring residents who purchased and developed property in reliance on the Residential designation are entitled to the protections afforded by that planning framework.

Viewed in the context of both PAS 070B and PAS 072, the Project is inconsistent with the land-use pattern envisioned by the Regional Plan and would introduce an intensity and type of development that neither Plan Area was designed to accommodate. The Project is therefore incompatible with the governing Plan Area Statements and should not be approved.

2. The Project fails to mitigate traffic impacts on neighborhood streets.

The Project's transportation analysis acknowledges that the US 50/Elks Point Road intersection is already operating at a failing level of service yet concludes that adding approximately 222 daily vehicle trips from the Project will increase traffic volumes by only one percent, which is "acceptable." *See* Justification Letter, Ex. 6 at 7. This conclusion cannot withstand scrutiny given the scale and intensity of the proposed development. The Project will exacerbate an existing traffic deficiency while offering no mitigation measures to address the additional vehicle trips generated by the development.

3. The Project provides no mitigation for the adverse impacts of noise which may exceed allowable noise limits within the plan area.

The Plan Area Statement for PAS 070B establishes a maximum Community Noise Equivalent Level ("CNEL") of 55 dBA for this Plan Area, with the Highway 50 corridor limited to 65 CNEL. **Ex. 1**, 3. DCCDC 20.702.180 mandates compliance with these noise provisions.

The Project description contemplates hosting "seasonal events and weddings offered only to guests and closed to the public" on the event lawn, self-pour beer and wine service, saunas, hot tubs, conference rooms, and other amenities that will generate noise and activity far exceeding that of a low-intensity campground. *See* Justification Letter, Ex. 5 at 1. Noise from outdoor events, guest gatherings, and any amplified sound if permitted may exceed the 55 CNEL maximum for PAS 070B.

TRPA actively monitors CNEL compliance in Plan Areas across the Basin, including in the Round Hill area, as part of its Threshold Evaluation program.[2] The record contains no operational noise analysis demonstrating the proposed activity will comply with the 55 CNEL limit applicable to PAS 070B. Because the record lacks this analysis, the County cannot make the required findings regarding operational noise, given the intensity of the proposed uses and the strict CNEL thresholds applicable to this recreation-designated parcel.

4. The Project fails to include mandatory buffers and screening.

The conditional approval requires a minimum 50-foot landscaped buffer adjacent to private lands along the northerly boundary abutting the commercial development on Dorla Court. *See* Conditional Approval, Apr. 27, 2026, at 2 (Condition 4(a)). Separately, DCCDC 20.668.040(B)(4), governing campgrounds, requires landscaping or fencing designed to screen streets and adjoining properties, as approved through the applicable special-use-permit process. Under DCCDC 20.702.090, these campground-specific standards are mandatory. Although the County imposed a 50-foot landscaped-buffer condition, the record does not explain what approval mechanism the County relied on to satisfy DCCDC 20.668.040(B)(4)'s requirement that campground screening be approved through special-use-permit approval, or why design review alone is legally sufficient if no special use permit was processed.

C. <u>The Project will generate hazardous vehicular traffic.</u>

DCCDC 20.614.040(C) requires that "[t]he proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood." This finding cannot be met.

First, the transportation study purports to apply "Douglas County Standards" for level of service. But the quoted standard is not from Douglas County, Nevada. It is taken verbatim from the Douglas County, Colorado Roadway Design and Construction Standards—a document governing traffic impact studies in

[2] *See* Tahoe Reg'l Plan. Agency, LT Info: Noise – Plan Areas, https://monitoring.laketahoeinfo.org/PlanAreaNoise (last visited July 6, 2026).

Douglas County, Colorado. *See* Justification Letter, Ex. 6 at 7 (quoting **Ex. 3**). That standard has no applicability to a project located in Douglas County, Nevada. The study's reliance on the wrong jurisdiction's roadway standards is a basic error that undermines the credibility and reliability of the entire traffic analysis. A decision-maker cannot rely on a traffic study that applies inapplicable out-of-state standards to evaluate a Nevada project's compliance with locally adopted level-of-service requirements.

Second, setting aside the study's use of the wrong legal standard, the substance of the analysis is deficient. DCCDC 20.614.040(C) requires a showing that "[t]he proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood."

Here, the Project's transportation analysis acknowledges that the US 50/Elks Point Road intersection is operating at a failing level of service and will continue to operate at a failing level of service under the proposed Project. *See* Justification Letter, Ex. 6 at 7. The Project will add 21 peak-hour trips to this already-failing intersection, and the Project proposes no improvements to address the deficiency. Instead, the analysis summarily concludes that the Project's traffic impacts are "acceptable" based on the availability of non-automobile transportation amenities. *Id.*

That conclusion is unsupported. The report provides no analysis quantifying whether those amenities would offset Project-generated vehicle trips or provide mobility benefits proportional to the Project's traffic impacts. Such an analysis is especially necessary where, as here, the affected intersection is expected to continue failing. TRPA Policy 4.11 allows level-of-service standards to be exceeded only when multimodal amenities and/or services "are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected" facilities. *See* 2020 Regional Transportation Plan at 157. The record contains no such showing.

The access configuration compounds the traffic and safety concerns. The Project proposes only one non-emergency vehicular access point, located on Elks Point Road adjacent to Appellant's property. *See* Justification Letter, Ex. 4 at 2. The Highway 50 driveway would be gated and restricted to emergency vehicles only. *See id*. As a result, all 222 daily vehicle trips would be funneled through a single access point adjacent to existing residential and commercial uses on Dorla Court. That configuration creates potential conflict with neighborhood traffic patterns, yet the study does not analyze the safety, access, queuing, or circulation impacts associated with that design.

The report is also misleadingly narrow in scope. At the outset, the study expressly frames itself as a "limited transportation analysis," evaluating only existing traffic conditions, trip generation, intersection level of service, VMT, and parking supply and demand. Justification Letter, Ex. 6 at 1. But the Project is a 53-unit resort-style campground with communal guest amenities, employee housing, shuttle service, event space, and retail/sundry offerings. Despite the Project's scale and intensity, the traffic study fails to evaluate several critical transportation and public-safety issues, including access management, vehicle

queuing, multimodal conflicts, weekend and holiday traffic conditions, event-related traffic impacts, emergency vehicle access, and overall traffic safety within the surrounding transportation network.

The traffic study relies almost exclusively on turning-movement counts collected during a single weekday period—from 3:00 p.m. to 6:00 p.m. on Wednesday, May 1, 2024—with the PM peak hour identified as 4:00 p.m. to 5:00 p.m. *Id.* at 2–3. The report then inflates those counts by 47 percent using NDOT April/May-to-July peak-hour adjustment factors and applies an additional 62 percent growth factor to Elks Point Road west of U.S. 50 based on peak-summer traffic counts reportedly collected in 2007. *See id.* However, the report does not provide the underlying NDOT station data, the 2007 count information, any analysis demonstrating comparability between the referenced data sets, or any statistical justification for the selected adjustment factors. *See id.* Without that supporting information, neither the public nor the County can assess the reliability of the study's assumptions or determine whether the resulting traffic projections accurately reflect existing or future conditions.

The transportation study's trip-generation methodology is likewise flawed and materially understates the Project's traffic impacts. The study derives its PM peak-hour trip-generation rates from the ITE Trip Generation Manual's "Campground/RV Vehicle Park" land-use category. *See id.* at 3. However, the study concedes that ITE does not provide a daily trip rate for campgrounds and therefore derives its daily rate of 4.0 trips per site by extrapolating from the ratio of daily-to-PM-peak-hour rates for the Motel land-use category. *Id.* That methodology does not reasonably account for the size, scope, or operational characteristics of this Project.

The study's assumptions reveal the problem. The study estimates only 222 daily vehicle trips, or approximately 4.2 trips per unit per day, for a 53-unit resort-style lodging project with event and commercial amenities. *Id.* at 4-5. That estimate assumes each unit will generate only about two round trips per day. That assumption may be reasonable for a traditional campground where guests bring their own food, cooking equipment, and entertainment. But it is unreasonably low for a Lake Tahoe destination property located near ski resorts, beaches, restaurants, shopping, entertainment, and recreational attractions.

The study also fails to account for the substantial trip generation associated with the Project's wedding and event operations. The Project description states that the event lawn will host "seasonal events and weddings offered only to guests and closed to the public," and that the barbecue pavilion will include catering services. *See* Justification Letter, Ex. 4 at 1. Even if those events are limited to registered guests, the study does not analyze whether event-related travel would overlap with, supplement, or exceed the assumed lodging-based trip generation.

The report similarly ignores traffic generated by the Project's commercial and operational components. The clubhouse includes a communal kitchen, a retail area selling food, beverages, and merchandise, and a self-pour beer and wine wall at the barbecue pavilion. These are commercial service activities that necessarily generate supply-chain and operational trips, including food and beverage inventory deliveries,

retail merchandise deliveries, kitchen supply deliveries, maintenance trips, waste-service trips, and other recurring service traffic. Yet the study assumes only four service trips *per week* for a development of this size and scope. *See* Justification Letter, Ex. 6 at 4. That assumption is unrealistic and unsupported by any operational analysis.

Finally, the parking analysis is internally inconsistent with the County's conditional approval and conflicts with DCCDC 20.702.120. The conditional approval requires a minimum of 67 parking spaces, including 3 ADA spaces, but the Applicant's transportation study calculates both parking demand and proposed parking supply at only 59 spaces. *Id.* at 10-11; Conditional Approval, Apr. 27, 2026, at 4 (Condition 16). This leaves at least an 8-space shortfall against the approval condition, before even accounting for any additional demand from weddings, events, catering, food trucks, retail, employee activity, or other resort-style amenities that the study does not adequately capture.

The study's conclusion that the Project will generate only 222 daily trips and 23 PM peak-hour trips cannot be sustained. The analysis does not adequately account for: (1) 53 fully furnished lodging units with resort-level amenities; (2) the dedicated wedding and event venue; (3) commercial food, beverage, and retail operations; (4) shuttle operations and related vehicle activity; (5) recurring service, delivery, maintenance, and waste-management trips; and (6) the unrealistic assumption that a facility of this scale will generate only four service trips per week. Given these deficiencies—and the acknowledged failure of the US 50/Elks Point Road intersection under both existing and Project conditions—the record does not contain substantial evidence demonstrating compliance with DCCDC 20.614.040(C).

D. <u>The Project does not incorporate roadway improvements to control traffic flow.</u>

DCCDC 20.614.040(D) requires that "[t]he proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets." This finding cannot be met.

As discussed above, the Project proposes no roadway improvements to the US 50/Elks Point Road intersection despite its current LOS F condition. The transportation analysis states that no turn lanes exist at the proposed site driveway location on Elks Point Road and does not recommend installation of any turn lanes. The site driveway would "form a T-intersection" with "no existing turn lanes present and no restrictions on turning movements." Justification Letter, Ex. 6 at 2. The Project's reliance on two electric shuttle vans and 30 bicycles does not demonstrate that the Project incorporates roadway improvements, traffic-control devices or mechanisms, or access restrictions sufficient to reduce or eliminate impacts on surrounding neighborhood streets. *See id.* at 3-4.

The record does not show that NDOT approved Highway 50 for emergency access, a special condition identified in the TRPA Conditional Permit. *See* TRPA Conditional Permit No. ERSP2024-1277 at 5 (Condition K). Without NDOT approval, the Project's emergency access plan remains unresolved, leaving the sole access point through the neighborhood on Elks Point Road to bear all emergency, service, and guest traffic.

The Project proposal fails to satisfy the requirements of DCCDC 20.614.040(D). It offers no transportation improvements, no additional traffic-control measures, and does not mitigate traffic impacts. Instead, the Project is expected to increase traffic volumes on surrounding neighborhood streets while creating unaddressed—and potentially hazardous—effects on traffic operations, safety, and access within the affected area.

E. The Project fails to minimize adverse visual impacts on adjacent properties.

DCCDC 20.614.040(E) requires that "[t]he proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties." The record does not demonstrate this finding has been met.

The Project proposes removal of 226 trees over 14 inches in diameter on-site and 54 trees within the access easement. Justification Letter, Ex. 4 at 3. This extensive tree removal, combined with the introduction of 53 permanent structures plus associated amenity buildings, transforms the currently undeveloped, forested parcel and diminishes the natural screening that currently buffers adjacent properties.

DCCDC 20.702.150 requires that all external mechanical equipment, service yards, and storage areas visible from view corridors and public thoroughfares be screened. Although the applicant asserts that scenic analysis demonstrates compliance,[3] the record made available does not include the underlying scenic assessment or sufficient findings to allow the County or the public to verify compliance with applicable scenic-quality standards. On this record, the County lacks substantial evidence to verify compliance with the applicable scenic requirements for this Tahoe Basin parcel.

F. Archaeological/cultural study compliance is undemonstrated.

DCCDC 20.614.040(F) requires that "[t]he project is not located within an identified archaeological/cultural study area, as recognized by the county. If the project is located in a study area, an archaeological resource reconnaissance has been performed on the site by a qualified archaeologist and any identified resources have been avoided or mitigated to the extent possible per the findings in the report." The record does not demonstrate an independent finding by the County.

The Project site is located within the Lake Tahoe Basin, which lies within the ancestral and traditional homeland of the Washoe Tribe of Nevada and California. While the TRPA Conditional Permit states that no known historic or cultural resources have been recorded on the subject parcel,[4] the County has an independent obligation to demonstrate how the Director satisfied DCCDC 20.614.040(F), including whether the site is within any County-recognized archaeological/cultural study area and whether the TRPA discovery condition is sufficient to support the required County finding.

[3] Justification Letter, Ex. 5 at 3.
[4] TRPA Conditional Permit No. ERSP2024-1277 at 7 (Condition 12).

G. The Project does not comply with applicable additional standards and requirements.

DCCDC 20.614.040(G) requires a finding that the proposed development complies with all additional standards imposed by the Design Review chapter, the Douglas County Design Criteria and Improvement Standards, and all other requirements of Title 20 applicable to the proposed development and uses within the applicable base zoning district, including the adequate public facility policies of Chapter 20.100.

That finding cannot be made here for the reasons set forth in detail in the May 8, 2026 Appeal Justification Letter, including the Project's misclassification as a developed campground, its inconsistency with S-070B recreational zoning provisions, its improper reliance on accessory-use provisions for employee housing, and the material inconsistencies between the approval, Project description, transportation study, parking calculations, and supporting technical documents. Those unresolved legal and factual deficiencies prevent the County from concluding that the Project complies with all applicable Title 20, zoning, and use-specific standards.

H. The Project will be materially detrimental to public health, safety, convenience and welfare.

DCCDC 20.614.040(H) requires that "[t]he proposed development will not be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity." The Project fails this finding on multiple independent grounds:

1. The parcel at issue presents a possible flood hazard.

The parcel is designated Flood Zone D—"areas in which flood hazards are undetermined, but possible." Justification Letter, Ex. 3 at 1. Campground-specific standards mandate that each campground be located on "a well-drained, properly graded site, free from hazards, unusual noises, *probability of flooding* or erosion." DCCDC 20.668.040(B)(1) (emphasis added). The undetermined flood hazard status of this parcel creates material uncertainty as to whether this standard can be satisfied.[5]

2. The Project lacks adequate emergency access.

The Project relies on a single non-emergency access point off Elks Point Road via U.S. Forest Service land, with a secondary gated emergency-only access on Highway 50 that has not received NDOT approval. DCCDC 20.668.040(B)(3) requires "[d]irect vehicular access to an improved public street or width and construction suitable to traffic requirements of the property served." The Project's access is through unimproved Forest Service land over an access easement[6]—not an improved public street. *See*

[5] The Applicant's drainage and conceptual plan materials depict the main parcel as FEMA Unshaded Zone X and only the access road on the USFS parcel as Zone D. However, the entire parcel is designated flood Zone D. *See* Justification Letter, Ex. 3 at 1.

[6] Notably, the access easement is likely terminated. The prior owner recorded a deed restriction in 2009 extinguishing the property owner's rights to use the Forest Service access easement, and the Applicant sought TRPA approval to rescind that restriction because those rights were necessary for the current project. *See* **Ex. 4**, 4. Even if

Justification Letter, Ex. 4 at 2. As such, the record must show that the access has the width, construction, approvals, and emergency-response functionality suitable to the traffic requirements of a 53-site campground.

3. The traffic analysis demonstrates an unresolved parking deficiency.

The conditional approval requires a minimum of 67 parking spaces. *See* Conditional Approval, Apr. 27, 2026, at 4 (Condition 16). By contrast, the Applicant's transportation study identifies a parking supply and demand of only 59 spaces. *See* Justification Letter, Ex. 6 at 10–11. This discrepancy is material. DCCDC 20.702.120 establishes the applicable parking requirements and under Table 20.702.4, a developed campground *must* provide one parking space per campsite, one space per full-time employee, one space per three part-time employees, and one additional space per ten campsites or cabins.

The resulting eight-space deficit demonstrates that the Project does not satisfy parking requirements. Where a project lacks adequate on-site parking, overflow parking predictably spills into surrounding areas. Here, the shortage raises concerns that vehicles will park along Elks Point Road or on nearby neighborhood streets, creating circulation and safety issues and adversely affecting adjacent properties. The concern is heightened because the only entrance to the Project site is a T-intersection with no turn lanes.

The identified parking demand considers only lodging-related uses and does not account for the Project's event-related activities, like weddings. To the extent those activities generate additional vehicle demand, the Project's parking shortfall may be substantially greater than reflected in the transportation study.

4. The Project record contains material inconsistencies undermining safety review.

As detailed in the Justification Letter, the conditional approval, the Project description, and the supporting technical documents contain material inconsistencies regarding the number of campsites, parking spaces, employee housing configurations, and approved amenities. It remains unclear whether the central lodge/clubhouse was approved. These discrepancies make it impossible to confirm that fire safety, emergency access, and public health standards have been evaluated against the actual scope of development.

III. CONCLUSION

For the reasons stated above, each of the mandatory findings under DCCDC 20.614.040(A) through (H) independently cannot be made on the present record. The Douglas County Consolidated Development Code requires all findings to be made before Design Review may be approved. Because the applicant cannot satisfy any single finding, the application must be denied. The Decision approving Design Review DP25-0184 was issued in error and must be reversed.

TRPA approves rescission of the restriction, the easement is likely abandoned because the record reflects both an intent to extinguish the right and no intervening use consistent with its continued existence.

EXHIBIT 1

070B
RABE

PLAN DESIGNATION:

Land Use Designation	RECREATION
Management Strategy	MITIGATION
Special Designation	NONE

DESCRIPTION:

Location: This area includes the Rabe Meadow area at South Stateline. The boundaries of this area are depicted on TRPA maps H-15 and H-16.

Existing Uses: The area contains the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and some miscellaneous private uses.

Existing Environment: Approximately 50 percent of the area is classified SEZ, 25 percent is low hazard, and the rest is moderate or high hazard. The shorezone tolerance district is 7. The land coverage and disturbance are low. The U. S. Forest Service has restored an old casino site in this area. Habitats for Rorippa subumbellata are found on the beach.

PLANNING STATEMENT: The existing recreation uses should continue and the public beach and camping areas should be expanded.

PLANNING CONSIDERATIONS:

1. There are littoral drift and water quality problems associated with Bitler Marina and the Elk Point Yacht Club.
2. Development in the vicinity of Bitler Marina is in poor condition.
3. There is inadequate parking associated with Elk Point Yacht Club.
4. Scenic Roadway Unit 31, Scenic Shoreline Unit 30, and Scenic Resource Evaluation Area 1 are within this Plan Area.
5. There is an opportunity to expand the facilities of the Nevada Beach Campground.

SPECIAL POLICIES:

1. Protect the Rorippa populations in this beach area adjoining the mobile home park.
2. Provide expanded opportunities for developed recreation on public lands.
3. The Bitler property and Elk Point property shall be required to implement scenic improvement and BMP retrofit programs as part of any Agency project approval.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.[§]

Residential	Single family dwelling (S).
Public Service	Local public health and safety facilities (S), membership organizations (S), public utility centers (S), transportation routes (S), transit stations and terminals (S), and pipelines and power transmission (S).
Recreation	Marinas (S), beach recreation (A), cross country skiing courses (S), day use areas (A), riding and hiking trails (A), cultural facilities (S), undeveloped campgrounds (A), participant sports (S), developed campgrounds (A), outdoor recreation concessions (A), rural sports (S), group facilities (S), snowmobile courses (S), and visitor centers (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), selection cut (A), special cut (A), thinning (A), timber stand improvement (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), prescribed fire management (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A), and SEZ restoration (A).

Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the backshore, nearshore, and foreshore. Accessory structures shall be regulated pursuant to the regulations applicable to the primary use upon which they are dependent in accordance with Chapter 18. The following structures may be permitted in the shorezone as an allowed (A) or special (S) use only if they are accessory to an existing, allowed use located on the same or adjoining littoral parcel.

Tolerance District 7

Primary Uses	Beach recreation (A), boat launching facilities (S), marinas (S), salvage operations (A), tour boat operations (A), water borne transit (A), and water oriented outdoor recreation concessions (A).
Accessory Structures	Boat ramps (A), breakwaters or jetties (S), buoys Structures(A), fences (S), floating docks and platforms

[§] *Amended 04/23/97, General List, Recreation.*

(A), piers (A), shoreline protective structures (S), and water intake lines (S).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Summer Homes	1 unit per parcel
Recreation	
Developed Campgrounds	8 sites per acre
Group Facilities	25 persons per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 55 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

OTHER: Three miles of trail.

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. [§]

[§] Amended 5/22/02

EXHIBIT 2

072
ROUND HILL/TAHOE DEMPSEY

PLAN DESIGNATION:

Land Use Designation	RESIDENTIAL
Management Strategy	MITIGATION
Special Designation	TDR RECEIVING AREA FOR: 1. Multi-Residential Units 2. Existing Development

DESCRIPTION:

Location: This is the undeveloped area between Round Hill and Lake Village on the east side of Highway 50 and is located on TRPA map H-15.

Existing Uses: The area is undeveloped and is half owned by the Round Hill Improvement District and half owned by Dillingham Corporation. The area is five percent built out.

Existing Environment: The land capability for this area is indicated as 66 percent high hazard; however, land capability challenges indicate there are substantially more low and moderate hazard land than indicated. The land coverage and disturbance are less than five percent.

PLANNING STATEMENT: This area should be a receiving area for transfer of residential development.

PLANNING CONSIDERATIONS:

1. Any bypass improvements must be in conformance with an approved bypass plan.
2. Senior citizen housing should be encouraged in this area.

SPECIAL POLICIES:

1. This is a suitable area to increase the supply of low/moderate income housing.
2. Water rights have been an issue with past development proposals in this area.
3. A proposed bypass may be located in this area according to the Transportation Element.
4. Scenic Roadway Unit 31 is within this Plan Area.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.

Residential	Single family dwelling (S), multiple family dwellings (S), and employee housing (S).
Tourist Accommodation	Timeshare (residential design) (S).
Public Service	Local public health and safety facilities (S), transit stations and terminals (S), pipelines and power transmission (S), transmission and receiving facilities (S), transportation routes (S), public utility centers (S), churches (S), and local post offices (S).
Recreation	Participant sports facilities (S), day use areas (A), riding and hiking trails (A), and cross country skiing courses (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), special cut (A), thinning (A), early successional stage vegetation management (A), timber stand improvement (S), structural and nonstructural fish/wildlife habitat management (A), fire detection and suppression (A), fuels treatment/management (A), insect and disease suppression (A), sensitive and uncommon plant management (A), erosion control (A), SEZ restoration (A), and runoff control (A).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Multiple Family Dwelling	8 units per acre
Tourist Accommodation	
Timeshare (residential design)	8 units per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 50 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. [§]

[§] Amended 5/22/02

EXHIBIT 3

APPENDIX B

TRAFFIC IMPACT STUDY CRITERIA

Traffic Impact Studies

Traffic impact studies (TIS) may be required by the County in order to adequately assess the impacts of a development proposal on the existing and/or planned street system. A (TIS) shall be required for proposed developments with peak hour trip generation volumes anticipated to exceed 50 vehicles during any peak hour. The primary responsibility for assessing the traffic impacts associated with a proposed development will rest with the applicant, with the County serving in a review capacity.

The following shall require a written TIS:

a. A rezoning, inclusive of major amendments to a planned development and use by special review applications.

In the case of a rezoning where the proposed zoning is anticipated to generate less traffic than the existing zoning, a letter summarizing the trip generation characteristics of the application, including a comparison to the trip generation characteristics of the existing zoning may be submitted in lieu of a full TIS. (see Traffic Impact Study Compliance Letter requirements in this Appendix B)

b. A preliminary plan or final plat.

c. Site access is required off a State Highway. Prior to issuing an access permit, approval from both the County and the Colorado Department of Transportation (CDOT) must be obtained.

d. Additional access off a State Highway to an existing use is being requested.

e. Any change of use affecting access from a State Highway.

f. The applicant will be required to submit a new TIS if, after submitting the original TIS for any of the above submittals, the land use intensity is increased by more than 20% or the land use is changed so that trip generation is increased by more than 20%.

g. The applicant will be required to update an existing TIS if the existing TIS related to the development is more than two years old, unless the County determines the conditions have not changed significantly.

Scoping the TIS

Transportation consultants are required to meet with and discuss projects with County staff prior to starting the TIS. At a minimum, topics for discussion at such meetings will include trip generation, directional distribution of traffic, trip assignment, definition of the study area, intersections requiring capacity/level of service (LOS) analysis, and methods for projecting build-out volume.

Specific requirements will vary depending on the site location and development proposal. The scope of the TIS shall be commensurate with the scale and scope of probable operational and safety impacts to the general street system. A general guideline related to determining the extent of the study area, is to carry the analysis out at least as far as those areas where newly generated site traffic represents 5 percent or more of a roadway's peak hour capacity. Where site generated traffic will be less than 5 percent of the roadway capacity, the study area limits would, at minimum, include all site accesses,

adjacent roadways and adjacent major intersections, and at maximum would also include all roadways and collector/collector and collector/arterial intersections, extending from the proposed development to and including the intersection with the nearest state or federal highway. The study area and/or improvement commitments may extend into other jurisdictions or incorporated areas.

The TIS will be the responsibility of the applicant and must be prepared, stamped and signed by a licensed Professional Engineer registered in the State of Colorado with adequate experience in Transportation Engineering. Upon submission of a draft TIS, the County will review the study data sources, methods, and findings. Comments will be provided in a written form. The applicant and the project engineer will then have an opportunity to incorporate necessary revisions prior to submitting a final report.

TIS Format

In order to provide consistency and to facilitate staff review of a TIS, the following format must be followed in the preparation of such studies by transportation consultants.

Introduction

The introduction portion of the TIS must contain the following:

a. Development Site and Study Area Boundaries – A brief description of the size of the land parcel, existing land uses, general terrain features, and the location within the jurisdiction shall be included.

The exact limits of the study area shall be based on engineering judgment, and an understanding of existing traffic conditions surrounding the site. In all instances, however, the applicant, engineer, and the County must mutually agree upon the study area limits. These limits will usually result from initial discussions with staff.

A vicinity map that shows the site and the study area boundaries, in relation to the surrounding transportation system, must be included.

b. Proposed Development Description – The specific proposed land use types(s) and size(s) must be identified. If the development is to be built in a phased manner, the types and sizes of the land use in each phase, as well as the projected completion date of each phase, shall be identified. If specific land uses are not known, the most intense use (in terms of traffic generation) allowed by current or proposed zoning must be assumed for the TIS.

c. TIS Scope – The agreed upon scope of the TIS, in terms of the study intersections, driveways, and roadway segments, time periods and future scenarios to be analyzed, must be briefly described.

Existing Conditions

The current traffic conditions within the study area must be identified.

a. Roadway Network – Within the study area, the applicant must describe existing roadways and intersections including roadway classification, speed limits, geometrics, traffic control etc. A map must be provided showing the location of such facilities as well as surrounding land use and zoning.

b. Traffic Volumes – The current traffic volumes at identified intersections (turning movements) and roadway links (24 hour volume counts) for the study time periods must be measured. At a minimum morning and evening (A.M. and P.M.) peak period turning movement counts will be required. Turning movement volumes for other periods may be required.

Traffic volumes over two years old will not be accepted. A graphic showing these volumes shall be included.

All raw traffic count data (including average daily traffic volumes and peak hour turning movements) shall be included in the appendices of the report.

c. Levels of Service (LOS) – The current traffic operations LOS within the study area shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the Highway Capacity Manual (HCM). The County will provide the appropriate existing traffic signal timing values.

All calculations must be included in the appendices of the TIS and electronic data files must accompany the TIS submittal.

d. Traffic Safety Analysis – Analysis of available entering sight distance at all proposed site access points (per Chapter 4 of these Standards). Traffic crash data for roadway corridors affected by the proposed development may be required for the TIS. The safety analysis period will normally be the most recent three years. The County will specify when a traffic safety analysis will be required.

Site Traffic/Trip Projections

a. Site Trip Generation – A summary table listing type, size, the Institute of Transportation Engineers (ITE) Trip Generation - Land Use Code for each land use in the development, trip generation rates used, and the resultant total trips for each time period analyzed must be provided.

Trip generation rates from the most current ITE Trip Generation manual shall be used. In the event that data for the proposed development is unavailable, trip generation from similar land uses, either from other sources, jurisdictions, or field studies, may be used with County approval. With approval, these sources may be used to supplement ITE Trip Generation data.

For phased developments, trip generation for each phase, as well as development build-out, shall be provided.

b. Site Trip Reductions – Use of the following types of trip reduction factors may be considered with approval of the County.

• Pass-by factors as published in the current ITE Trip Generation manual. Pass-by factors are to be used to reduce the projected additional total daily traffic to street(s) serving a proposed development. They are not to be applied directly to reduce trip generation and turning movement volumes at driveways serving the proposed development.

• Internal trip assumptions with analytical support.

• Modal split assumptions with analytical support. For example, when the proposed development is located in a transit oriented development or within a quarter of a mile of a major transit corridor, a trip reduction may be applicable.

c. Site Trip Distribution – The estimates of percentage distribution of trips from the proposed development to destinations in the metro region must be clearly stated in the report using the north, south, east, and west compass points. Trip distribution should be based on actual traffic data. Market studies and information concerning origin of trip attractions to the proposed development may be used to support these assumptions where available. A graphic showing the percentage of site traffic on each street must be provided as part of the TIS.

d. Traffic Assignment – The direction of approach of site-generated traffic via the area's street system must be presented in this section. The technical analysis steps, basic methods, and assumptions used in this work must be clearly stated and agreed to by the County. The assumed trip distribution and assignment must represent the most logically traveled routes for drivers accessing the proposed development. These routes can be determined by observation of travel patterns to existing land uses in the study area. A graphic showing the site traffic assignment on the surrounding roadway network must be included.

Background Conditions

Background traffic growth for intersections and roadways within the study area must be determined for the opening date of the proposed development (short-term) and in the twenty-year planning horizon or area build-out (long-range) without influence of the proposed site, as determined by the County. For large developments, analysis of additional horizons may be required.

a. Approved Developments – Traffic from platted but un-built developments within the study area, or having impact on the study area, shall be added to the appropriate planning horizon (based on expected level of build-out of the approved plat(s)). Typically this will primarily affect the background traffic at the time of the opening of the proposed development; however traffic generated by some larger approved projects may not impact the area until after opening. This traffic must be added into the twenty-year planning horizon.

b. General Growth – In addition to approved developments, regional traffic growth will affect background traffic volumes at both analysis scenarios. Future traffic growth shall be developed through means determined appropriate by Douglas County, such as the DRCOG, Douglas County Transportation Master Plan, growth rate methodology etc. The County will determine whether proposed general traffic growth rates are acceptable.

c. Currently Planned Roadway Improvements – Roadway improvements that would impact traffic conditions within the study area and that are currently planned and funded may be included in the future base conditions, as appropriate. Include the nature of the improvement project, its extent, implementation schedule, and the agency or funding source responsible.

d. Background LOS – The background traffic LOS within the study area, without influence of the proposed site, shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the (HCM).

The extent of vehicle queuing and its potential impact to adjacent intersections shall be evaluated using a Poisson's distribution methodology (see the Queuing Analysis section of this Appendix B), or other method approved by the County.

For unsignalized intersections, the current HCM methodology for determining LOS shall be used to identify projected background traffic conditions.

Background traffic volumes and LOS shall be shown in graphical format for each analysis scenario studied. All LOS calculations shall be included in an appendix to the TIS and electronic data files must accompany the TIS submittal.

Projected Site Traffic Impacts

Traffic impacts of the proposed development shall be analyzed for the anticipated opening time frame, including all project phases, and the identified planning horizon.

Short-term

a. Total Traffic – Site Opening. The total projected traffic volumes at the day of development completion shall be determined by adding the proposed site generated traffic to the short-term background traffic. Total traffic volumes on study area roadways at proposed opening shall be shown in graphical format.

b. Level of Service – Site Build-out. The LOS within the study area at development completion shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the (HCM).

For signalized intersections and/or roadway segments in zoning applications, LOS "D" will be the design objective in urban areas and LOS "C" will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS "D" will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS "E" at signalized intersections for any analysis scenario.

For analysis of unsignalized intersections, the current HCM methodology for determining LOS shall be used to identify projected traffic conditions.

c. Mitigation – Site Opening. At intersections within the study area with projected LOS "E" or worse, mitigation measures shall be identified to bring the intersection operation to an acceptable level.

Long-range

a. Total Traffic – Long-range Projection. The total projected traffic volume at the long-range horizon year shall be determined by adding the proposed site generated traffic to the long-term background traffic. Total traffic volumes at the long-range horizon year shall be shown in graphical format.

b. Level of Service – Long-range Projection. The long-range LOS within the study area shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the HCM.

The design objective for the long-range LOS with the proposed development should be no worse than the long-range LOS projections (background) without the influence of the proposed site.

The extent of queuing and its potential impact to adjacent intersections shall be evaluated using a Poisson's distribution methodology (see Queuing Analysis section of this Appendix B), or other method approved by the County.

The current HCM methodology for determining LOS shall be used to identify projected traffic conditions at unsignalized intersections.

c. Mitigation – Long-Range Projection. At intersections with unacceptable projected LOS (as defined in b., above), mitigation measures shall be identified to bring intersection operation to an acceptable level.

LOS values shall be tabulated in a single table for all study intersections, analyzed time periods, and analysis scenarios. All LOS calculations shall be included in the appendices and electronic data files must accompany the TIS submittals.

Conclusions and Recommendations

This chapter of the TIS is a description of the study findings and shall include:

a. Identified Improvements. This section describes the location, nature, and extent of proposed improvements that would be necessary to ensure sufficient roadway capacity at design objective LOS. A graphic of each improvement should be provided showing the length, width and other pertinent geometric features of the proposed improvements.

b. Operational Analysis at Critical Points. Another iteration of the LOS analysis must be described, which demonstrates the anticipated level of service as a result of making the proposed improvements.

c. Traffic Volume Proportion. Percentages based on the traffic impact analysis may be required by the County to identify the proportion of traffic using various public improvements (both existing and proposed) from several developments within the study area.

Fair share percentage calculations shall be based on the traffic growth and not a percentage of the total (growth plus site) traffic.

Potential Mitigation Measures

Any type of potential mitigation measures, including new roadways, additional traffic lanes on existing roadways, and changes to traffic control are required to be approved by Douglas County.

Roundabouts as Mitigation Measures – At intersections of two roadways that are projected to operate at a poor LOS or require signalization, Douglas County will require evaluation of a modern roundabout as a mitigation measure.

Traffic Signals as Mitigation Measures – The need for new traffic signals will be based on warrants contained in the Manual on Uniform Traffic Control Devices (MUTCD) and any additional warrants established by the National Committee on Uniform Traffic Control Devices. In determining the location of a new signal, traffic progression is of paramount importance. Generally, a spacing of one-half mile for all signalized intersections should be maintained. This spacing is usually desirable to achieve good speed, capacity, and optimum signal progression. Pedestrian movements must be considered in the evaluation and adequate pedestrian clearance provided in the signal cycle split assumptions.

To provide flexibility and ensure optimum two-way signal progression, an approved traffic engineering analysis must be made to properly locate all proposed accesses that may require signalization. The section of roadway to be analyzed for signal progression will be determined by the County and will include all existing and possible future signalized intersections.

The progression pattern calculations must use a cycle consistent with current signal timing policies of the County. A desirable bandwidth of 50% of the signal cycle should be used where existing conditions allow. Where intersections have no signals presently, but are expected to have signals, typically a 60% mainline, and 40% cross street cycle split should be assumed. Cycle split assumptions must relate to volume assumptions in the capacity analysis of individual intersections and consider pedestrian clearance times in the development of time/space diagrams.

The green time allocated to the cross street will be no less than the time which is required for a pedestrian to clear the main street using MUTCD standards. Those intersections that would reduce the optimum bandwidth if a traffic signal were installed may be required to remain unsignalized and have turning movements limited by access design or median islands. Refer to section 3 of the State Highway Access Code for signal spacing on State highways.

Queuing Analysis

A 95%-ile (using Poisson's distribution) queue length will be used as the basis of storage length design and verification of the adequacy of existing storage lengths. Alternative methodologies, such as SynchroTM 95th percentile length calculations may be used with County approval. At signalized intersections, a background cycle length of 120 seconds shall be assumed. Green times for specific movements shall be based on the movement's proportion of the critical lane volume, subject to phase

minimums. Minimum greens shall be assumed to be 10 seconds for through movements and 4 seconds for left turns. Yellow change and red clearance intervals shall be assumed to be 3 seconds and 2 seconds, respectively for left turn movements and 4 seconds and 2 seconds, respectively for through movements. For lane groups that have multiple lanes, a lane utilization factor, in accordance with the HCM methodology, shall be applied to the calculation of queue lengths.

Electronic data files must accompany the TIS submittal.

Revisions to Traffic Impact Study

Revisions to the TIS must be provided as required by the County. The need to require revisions will be based on the completeness of the TIS, the thoroughness of the impact evaluation, the adequacy of proposed improvements and mitigation measures, and the compatibility of the TIS with the proposed access and development plan.

Traffic Impact Study Compliance Letter

A standard TIS approved for a development that has been master planned may be used as reference for the further development of individual lots or subareas. The required TIS for subareas may take the form of a TIS Compliance Letter. The applicant in this case may submit a Compliance Letter confirming the original standard TIS validity as related to the current application. The County may also require additional information beyond the Compliance Letter.

Compliance Letter Qualifying Conditions

A TIS Compliance Letter may be considered if all of the following conditions are present:

- A standard TIS for the area has been completed, and accepted by the County.
- Total projected Trip Generation (per the ITE Trip Generation Manual) including the lot or subarea is less than or equal to the build-out scenario assumptions in the standard TIS.
- Trip distribution is expected to be similar to those projected in the standard TIS.
- Access to the lot or subarea is unchanged from the standard TIS.

If the standard TIS is out of date as determined by County staff, additional data collection and analysis may be required.

Submittal of a Compliance Letter

The applicant must provide the following information in a letter prepared, stamped, and signed by the transportation consultant engineer.

The Compliance Letter shall include at a minimum the following figures and tables:

- Introduction/Project Description
  - Figure: vicinity map
  - Figure: proposed development site plan
- Proposed Conditions

- Site trip generation
- Table: trip generation summary
- Table: comparison of standard TIS trip generation and proposed site uses

o Conclusions/Recommendations
- Compare/Contrast standard TIS with proposed development.
- Finding of no significant change to any site attributes including:
  - Operations
  - Access
  - Parcel layout
- Conclusion page(s) of standard TIS

o Appendix
- Cover page of standard TIS
- Trip generation page(s) of standard TIS
- Master site plan

EXHIBIT 4

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

STAFF REPORT

Date: September 17, 2025

To: TRPA Governing Board

From: TRPA Staff

Subject: Globetrotter Properties, LLC "Talaz" Developed Campground Project; 176 US Hwy 50, Douglas County, NV: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (access easement); TRPA File #ERSP2024-1277

Summary and Staff Recommendation:
Staff recommends that the Governing Board make the required findings, including a finding of no significant effect, and approve the proposed project.

Required Motions:
To approve the proposed project, the Board must make the following motions based on the staff report:

1) A motion to approve the required findings, including a finding of no significant effect; and
2) A motion to approve the proposed project subject to the conditions contained in the draft permit (Attachment B).

For the motions to pass, an affirmative vote of five members of the Governing Board from Nevada and nine members of the Governing Board overall is required.

Project Description:
Globetrotters Properties, LLC (the applicant) is requesting approval of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses[1], and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees) on an approximately 9-acre parcel located at 176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1 to October 15, whereas the treehouse units and sleeping shelters are planned to be operational year-round. The subject site is proposed to be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off Highway 50. The project also includes substantial tree removal, which is defined as activities on project areas of three acres or more that propose the removal of more than 100 live trees 14 inches in diameter at breast height (DBH).

Governing Board Review: The proposed project requires Governing Board review and approval per Tahoe Regional Planning Agency (TRPA) Code, Section 2.2.2.E*: Recreation*, which requires the Governing Board review and approve recreation projects involving new facilities or additions involving more than 3,000 square feet of building floor area, more than 3,500 square feet of land coverage, or allocation of Persons at One Time (PAOT). TRPA Code, Section 2.2.2.A.1.h, also requires the Governing Board review and approve substantial tree removal (61.1.8).

[1] The treehouses will not be attached to or in trees.

Background:
The subject site is located within Plan Area Statement (PAS) 070B - Rabe, which has a recreation land use designation. The Rabe PAS states that existing recreation uses should continue and the public beach (Nevada Beach) and camping areas should be expanded. Developed campgrounds are an allowed use in the Rabe PAS.

TRPA Code defines a "Developed campground" as:

> Land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle, and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities.

On April 22, 2004, a previous property owner received approval from TRPA to construct a single-family dwelling on the subject site. The PAS identifies single-family dwellings as a special use. The permit for the single-family dwelling has expired.

In 2024, the applicant submitted the proposed project with 53 campsites that all include permanent sleeping structures (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses. None of the proposed sleeping structures have kitchens. Only seven units (13 percent) have ensuite bathrooms. The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the "Developed Campground" use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS and offers a greater public benefit than the previously approved residential use. The proposed use is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses, at campgrounds.

Surrounding Uses:
The subject parcel is adjacent to U.S. Hwy 50, a U.S. Forest Service-owned parcel that includes Rabe Meadow and Nevada Beach Campground and Beach, and the Dorla Court office buildings.

Bathrooms and Kitchens:
Seven (7) sleeping shelters will have ensuite bathrooms. Guests in the domes and treehouses will use the comfort stations, as those units do not include bathrooms. None of the units will have kitchens. The clubhouse includes a kitchen for guests.

Floor Area:
Floor area of structures:

Treehouse: Total gross floor area (384.03) square feet (footprint 192 square feet)
Sleeping Shelter: 425.83 square feet
Sleeping Shelter with Ensuite (Bathroom): 586.4 square feet
Dome: 212.05 square feet
Accessory Dwelling Unit: Total gross floor area 2,120.69 square feet (footprint 1,132.66 square feet)

Development Rights:
The Rabe PAS has 500 overnight Persons at One Time (PAOTs) allocated to it. PAOTs are the number of people that a recreation use can accommodate at a given time (a measure of recreation capacity). Per TRPA Code, Section 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs.

TRPA has reserved 212 PAOTs (ref. TRPA-ALLOC-2640) for the proposed campground. The applicant will be required to transfer in one residential unit of use (RUU) for the accessory dwelling unit (ADU). The subject site is not within the residential bonus unit boundary and therefore the ADU does not qualify for a bonus unit.

Scenic:
The subject parcel is visible from U.S. Highway 50 and is within Roadway Travel Route #31: *Meadow*, which is in scenic attainment. The new structures will be required to comply with the TRPA Design Review Guidelines, which means the project must use earthtone colors and non-reflective building materials. Existing and proposed vegetative screening will help to screen the proposed buildings from U.S. Highway 50. An emergency access gated driveway is proposed off U.S. Highway 50 as part of the project. Project renderings from Highway 50 are provided as Attachment C.

Density:
The maximum site density for developed campgrounds in the Rabe PAS is 8 sites per acre. The maximum allowed density for the subject site is 72 sites. The proposed campground density is 53 sites. TRPA Code, Section 21.3.2, allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation.

Accessory Dwelling Unit:
The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed-restricted for onsite employee housing only.

Height:
All structures are below the maximum height limits in TRPA Code, Table 37.4.1-1: *Maximum Heights for Buildings*.

Rock Outcrops/Boulders:
The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders were identified as "floaters" – not tethered to bedrock – and may be relocated within the project site. As part of the project, the permittee will need to identify on the plans the rock outcrops proposed to be retained and the boulders proposed to be relocated. Temporary Best Management Practices (BMPs) will need to be installed to protect rock outcrops during construction.

Water Quality:
Water Quality Best Management Practices (BMPs) to infiltrate runoff from the 20-year, 1-hour storm event are required to be installed with the project.

Excavation:
Maximum excavation depths cannot exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

Land Capability and Coverage:
The original Assessor's Parcel Number (APN) for the site was APN 07-020-07. It was assigned an Individual Parcel Evaluation System (IPES) score for the purpose of calculating land coverage for a future single-family dwelling.

	Area (sf)	Base Allowable (sf)
IPES 902 (27%)*	94,012	25,383
Class 4 (20%)	219,987	43,997
Class 2 and 1a (1%)	82,401	824
Total	396,400 (9.1 acres)	70,204

*The IPES score associated with the current APN: 1318-22-001-013 is showing an IPES Building Site Area of 328,144 with 29% base allowable land coverage.

November 2, 2001 - a previous property owner recorded a deed restriction transferring 681 square feet of Class 2 base allowable land coverage and 143 square feet of Class 1a base allowable land coverage from APN: 07-020-07 (which was later changed to APN 1318-22-001-008 and then to APN 1318-22-001-013 - the project site) (ref. TRPA File #20010738).

May 30, 2001 - a previous property owner recorded a deed restriction transferring 12,683 square feet of Class 4 base allowable land coverage from APN: 07-020-07 (ref. DOC. # 0515438).

April 22, 2004 - a previous property owner received approval from TRPA to construct a single-family dwelling on APN 1318-22-001-008 (now APN 1318-22-001-013 - the project site) with a condition that they transfer land coverage from the subject site to the access easement on the adjacent U.S. Forest Service Parcel (APN: 1318-22-001-009) for the purpose of constructing a driveway.

September 12, 2006 - a deed restriction was recorded transferring 14,287 square feet of Class 4 potential land coverage from APN 1318-22-001-008 to APN: 1318-22-001-009 (ref. Doc. # 20041263).

June 13, 2007 - TRPA denied a request for a Major Plan Revision to provide access to the property from U.S. Highway 50, rather than from the Forest Service access easement.

July 2, 2007 - the previous property owner submitted a Notice of Appeal to the TRPA denial of a request for a Major Plan Revision (TRPA File # ADMIN2007-0021).

January 21, 2008 - TRPA sent the permittee a letter outlining a Preliminary Settlement Agreement, which included allowing for TRPA's consideration of the access from Highway 50 in exchange for the permanent retirement of the 14,287 square feet of land coverage previously transferred to the access easement and permanently extinguishing the access easement.

September 9, 2009 - a previous property owner recorded a deed restriction rescinding the deed restriction that resulted in the transfer of land coverage (ref. Doc. # 0750398) and recorded a deed restriction permanently retiring the 14,287 square feet of Class 4 potential land coverage (ref. Doc. #0750400). The previous property owner also recorded a deed restriction extinguishing their rights to the Forest Service access easement. (ref. DOC # 0750399). The single-family dwelling was never constructed and the permit expired. As part of the Pre-Application submitted for this project, the applicant submitted correspondence from the U.S. Forest Service indicating that the access easement is still in place.

As part of this application, the applicant is requesting that the recorded deed restriction permanently retiring the land coverage (14,287 square feet) and the deed restriction extinguishing their rights to the access easement be rescinded by TRPA since the associated development was never pursued and the permits have expired. The 14,287 square feet of land coverage and access easement are both needed for the proposed project.

The access easement on the Forest Service parcel (APN: 1318-22-001-009) is within LCD Class 4 per a TRPA stamped set of plans dated April 22, 2007. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant will need to transfer 2,151 square feet of land coverage to the access easement.

January 18, 2024 - the applicant received approval for a land capability challenge, reclassifying the property to LCD Classes 2, 4, and 6 (ref. LCAP2023-0144). Below is the proposed coverage table for the project. It includes transferring 13,318 square feet of land coverage previously transferred off the site back to the site. The land coverage will be transferred to LCD Class 4. This results in a remaining 189 square feet of land coverage that could be transferred back to the site for a future project.

Project Site Coverage Table (APN: 1318-22-001-013)				
	Class 2 (1%)	**Class 4 (20%)**	**Class 6 (30%)**	**Total**
Land Area	13,767	96,152	285,755	395,674
Base Allowable Coverage**	138	19,230	85,727	105,095
Previously Transferred Off-Site	Applied 138	Applied 13,369 balance	n/a	-143 Class 1a - 681 Class 2 -12,683 sf Class 4 - 13,507 (Total)*
Base Allowable after subtracting transferred coverage	0	5,861	85,727	91,588
Proposed Land Coverage	0	19,179*	84,736	103,915
Proposed Land Coverage after Exemptions	0	19,179*	83,523 (1,213 exemption***)	102,702
Coverage Required to be Transferred Back to Site	0	13,318	0	13,318
Remaining Base Allowable	0	0	2,204	2,204 of Class 6

*13,507 square feet of land coverage was previously transferred off-site (ref. TRPA File # 20010115STD - 12,683 sf of LCD Class 4 and TRPA File # 20010738 - 681 sf of Class 2 and 143 sf of Class 1a).
**The 14,287 square feet of coverage previously extinguished is included in base allowable amount. The applicant is requesting this amount of land coverage be reinstated with the project.
***The permittee is proposing 4,850 square feet of pervious pavers, which is eligible for a 25% coverage exemption or 1,213 square feet.

Access Road Coverage (APN: 1318-22-001-009)	
	Class 4 (20%)
Proposed Land Coverage	18,351
Base Allowable Land Coverage	16,200
Land Coverage that is Required to be Transferred to the Site	2,151

The coverage will be transferred to the access easement pursuant to TRPA Code, Section 30.4.2.A.2.

Mobility/Vehicle Miles Traveled/Parking:

The proposed project will generate 615 vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average annual daily VMT. The increase in VMT will be mitigated through the payment of a $127,385 mobility mitigation fee ($207.13 per average VMT). The mobility mitigation fee can be used by Douglas County for projects that align with the goals of the Regional Transportation Plan, such as building bicycle or pedestrian infrastructure. The subject site is connected to the Stateline-to-Stateline bikeway. The Stateline-to-Stateline bikeway provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hill Shopping Center. A total of 30 bikes will be available on-site, free to use between 7:30 AM and 8:30 PM, for guests staying at the campground. Two electric shuttle vans will also be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, etc. The project includes 59 parking spaces (1 per each of the 53 campsites, 3 for the ADU, 1 for a manager, and two for shuttles). Six EV charging stations will be available to guests. The Transportation Analysis, dated April 29, 2025, is provided as Attachment E.

Substantial Tree Removal:
TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches in diameter at breast height (DBH) or larger. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58 percent of the trees on site being removed for the construction of roads, buildings, camp sites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees, 14 inches DBH and greater, will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that the Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan. The Substantial Tree Removal Plan is provided as Attachment F.

Tahoe Douglas Fire Protection District:
The applicant submitted an email from the Tahoe Douglas Fire Protection District approving a "PRE TRPA Review" and indicating the District will review the plans to ensure compliance with fire flow, sprinklers, alarms, and fire department gate requirements. There will be no wood-burning fire pits or fireplaces within the project area. Gas fireplaces will be provided in communal areas.

Douglas County:
This project requires a Douglas County Design Review and Building Permit.

Wildlife:
The proposed project may result in impacts to nesting birds during tree removal and construction activities during the nesting season (March 15-August 31), which would result in violation of the Migratory Bird Treaty Act of 1918. To offset impacts to nesting bird species, the following mitigation measure is in the draft permit:

> A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season (March 15 to August 15), a qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the

authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Archaeological Resources:
Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. The draft permit includes a condition requiring the permittee to cease all grading and notify TRPA immediately if previously unknown or undocumented historic, pre-historic, or paleontological materials appearing to be 50 years or older are discovered during grading activity. TRPA will then suspend all grading and consult with the Washoe Tribe and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner will be required to provide protection for the discovered material during this period.

Public Noticing:
TRPA notified property owners within 300 feet of the project area that the Governing Board would review and consider approval of this project.

Environmental Review:
The applicant has prepared an Initial Environmental Checklist (IEC) to analyze potential environmental impacts caused by the project and TRPA staff completed a Project Review Conformance Checklist and V (g) Findings. Based on the IEC, Project Review and Conformance Checklist and V(g) Findings, and conditions in the draft permit, staff is recommending that a Finding of No Significant Effect be made for the proposed project. The IEC and V(g) Findings are provided as Attachments G and H, respectively.

Regional Plan Compliance:
The proposed project, as conditioned in the draft permit, is consistent with the TRPA Goals and Policies, Rabe PAS, TRPA Design Review Guidelines, and TRPA Code of Ordinances, including all required findings.

Contact Information:
For questions regarding this agenda item, please contact Brandy McMahon, AICP, Principal Planner, at (775) 589-5274 or bmcmahon@trpa.gov. To submit a written public comment, email publiccomment@trpa.gov with the appropriate agenda item in the subject line. Written comments received by 4 p.m. the day before a scheduled public meeting will be distributed and posted to the TRPA website before the meeting begins. TRPA does not guarantee written comments received after 4 p.m. the day before a meeting will be distributed and posted in time for the meeting.

Attachments:
A. Required Findings/Rationale
B. Draft Permit
C. Project Renderings
D. Draft Plans
E. Transportation Analysis
F. Substantial Tree Removal Plan
G. Initial Environmental Checklist
H. Project Review Conformance Checklist and V (g) Findings

Attachment A
Required Findings/Rationale

Required Findings/Rationale

Required Findings: The following is a list of the required findings as set forth in Chapters 3, 4, 30, 33, 37, and 61 of the TRPA Code of Ordinances. Following each finding, Agency staff has indicated if there is sufficient evidence contained in the record to make the applicable findings or has briefly summarized the evidence on which the finding can be made.

1. Chapter 3 – Required Findings:

   Based on the information submitted in the Initial Environmental Checklist (IEC), and other information known to TRPA, TRPA shall make one of the following findings and take the identified action:

   (a) The proposed project could not have a significant effect on the environment and a finding of no Significant effect shall be prepared in accordance with the Rules of Procedure, Section 6.6;

   (b) The proposed project could have a significant effect on the environment but, due to the mitigation measures that have been added to the project, the project could have no significant effect on the environment and a finding of no significant effect shall be prepared in accordance with Rules of Procedure Section 6.7; or

   (c) The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with Chapter 3 of the TRPA Code of Ordinances and the Rules of Procedure, Article 6.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, staff concludes there is sufficient evidence that the proposed project, with the conditions in the draft permit, will not have a significant effect on the environment. A finding of no significant effect will be prepared.

2. Chapter 4 – Required Findings:

   (a) The project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and maps, the Code and other TRPA plans and programs.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, there is sufficient evidence demonstrating that the proposed project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, the Rabe PAS, the TRPA Code, and other TRPA plans and programs.

   (b) The project will not cause the environmental threshold carrying capacities to be exceeded.

   TRPA staff completed the "Project Review Checklist and Article V(g) Findings" in accordance with Chapter 4.3, of the TRPA Code of Ordinances. All responses indicate compliance with the environmental threshold carrying capacities. The applicant also completed an IEC. No significant environmental impacts were identified and staff concludes the project will not have a significant effect on the environment.

(c) Wherever federal, state or local air and water quality standards applicable for the Region, whichever are strictest, must be attained and maintained pursuant to Article V(g) of the TRPA Compact, the project meets or exceeds such standards.

TRPA is requiring that all potential environmental impacts of the project be mitigated through the project design, including the installation of both temporary and permanent Best Management Practices and payment of mobility and water quality mitigation fees. The project must also comply with all Douglas County and State of Nevada requirements. As a result, upon completion, the project will not adversely affect air or water quality standards.

3. Chapter 30 – Required Findings:

Finding 30.4.2.A.2: Linear Public Facilities and Public Health and Safety Facilities
The maximum land coverage for linear public facilities and public health and safety facilities is limited to the minimum amount needed to achieve their public purpose, except as provided for non-motorized public trails in subsection 30.4.6.D.3. Such transfer may be permitted, provided TRPA makes the following findings:

a. The project complies with required findings for additional public service facilities if required pursuant to Section 50.8;
b. There is no feasible alternative that would reduce land coverage;
c. The project, because of its unusual configuration or service requirement, requires special consideration; and
d. The facility primarily serves the needs of persons other than those who are or will be residents of the lands in question, or the owners of the land in question.

The permittee is proposing to construct a driveway to the subject site through an access easement on a US Forest Service parcel (APN: 1318-22-001-009). The access easement is within LCD Class 4, which is considered high-capability land suitable for development. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant is proposing to transfer 2,151 square feet of land coverage to the access easement. The proposed driveway is needed for guests and staff to access the subject site. Although the subject site could be accessed directly from U.S. Highway 50, the project applicant is proposing to access the site via Elks Point Road due to U.S. Highway 50's traffic volumes and scenic corridor designation.

4. Chapter 33 – Required Findings:

Finding 33.3.6.B: Excavations in excess of five feet in depth or where there exists a reasonable possibility of interference or interception of a water table shall be prohibited unless TRPA finds that:

A Soils/Hydrologic report prepared by a qualified professional, which proposed content and methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation

Maximum excavation depths are limited to 5 to 8 feet, consistent with the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152) for the project. TRPA staff found no evidence of groundwater within this depth range.

5. Chapter 37 – Required Findings:

TRPA may approve building heights over 26 feet, up to the maximums set forth in Table 37.4.4-1, if the following findings set forth in Section 37.7 are made.

The proposed structures comply with TRPA Code, Chapter 37: *Height.* The sleeping shelters, domes, and comfort stations are all below 26 feet in height, which do not require special height findings. The treehouses, BBQ Pavilion, ADU, and main lodge are all above 26 feet in height, which require special height findings.

Finding 1
When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.

The additional height will not extend beyond the forest canopy. The project is not located in the shoreland.

Finding 2
When outside a community plan, the additional height is consistent with the surrounding uses.

The additional height is consistent with surrounding uses, including office buildings located on Dorla Court.

Finding 3
With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

Existing vegetation will be preserved, and new landscaping will be added to screen buildings from Highway 50. Non-reflective, earthtone exterior materials will be used. Views from Highway 50 should not be impacted by the project.

Finding 8
The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height. The maximum height at the corner of two exterior walls is the difference between the point of lowest natural ground elevation along an exterior wall of the building, and point at which the corner of the same exterior wall meets the roof. This standard shall not apply to an architectural feature described as a prow.

The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height.

6. Chapter 61 – Required Findings:

The following finding in TRPA Code, Section 61.1.5, is required for substantial tree removal:

Before tree-related projects and activities are approved by TRPA, TRPA shall find, based on a report from a qualified forester, that the project or activity is consistent with Chapter 61 and the Code. TRPA may delegate permit issuance to a federal, state, or other qualified agency through a memorandum of understanding.

TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches diameter at breast height (DBH) or larger and that substantial tree removal projects shall be processed by the appropriate state and federal agencies in coordination with TRPA. Substantial tree removal must be prepared by a qualified forester. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58% of the trees on site being removed through construction of roads, campsites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement, which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees 14 inches DBH and greater will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan.

TRPA Code, Section 61.3.7: *Old Growth Enhancement and Protection*, sets standards for the removal of trees 24 inches in DBH or greater in the eastside forest type in areas designated as recreation. The subject site is within the Rabe PAS, which has a recreation land use designation. On the project site, the total amount of trees to be removed includes 18 trees greater than 24 inches in DBH. In the access easement, the total amount of trees to be removed includes 24 trees greater than 24 inches in DBH. The site does not contain an old growth ecosystem (ref. IEC). For the project to move forward as proposed, the trees will need to be removed.

Attachment B
Draft Permit

Draft Permit

PROJECT DESCRIPTION: Globetrotter Properties, LLC - Talaz Developed Campground Project

PERMITTEE(S): Globetrotter Properties, LLC APN: 1318-22-001-013 & -009

COUNTY/LOCATION: Douglas County/176 US Hwy 50 FILE #: ERSP2024-1277

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on _____, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on _____, 2028, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, DEMOLITION, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
(3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

_____ _____

TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____
(wet signature required)

PERMIT CONTINUED ON NEXT PAGE

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APN: 1318-22-001-009 & -013

FILE NO. ERSP2024-1277

Security Posted (1):	Amount $_____	Paid ____	Receipt No. _____
Water Quality Mitigation Fee (2): APN: 1318-22-001-013	Amount $98,429.34	Paid _____	Receipt No. _____
Water Quality Mitigation Fee (3): US Forest Service parcel APN: 1318-22-001-009	Amount $30,132.00	Paid _____	Receipt No. _____
Off-Site Coverage Mitigation Fee (4): APN: 1318-22-001—009 & 013	Amount $19,995_	Paid _____	Receipt No. _____
Mobility Mitigation Fee (5):	Amount $127,385	Paid _	Receipt No.
Security Administration Fee (6):	Amount $_____	Paid __	Receipt No. _____

Notes:

(1) See Special Condition 3.A, below.
(2) See Special Condition 3.B, below.
(3) See Special Condition 3.C, below.
(4) See Special Condition 3.D, below.
(5) See Special Condition 3.E, below.
(6) Refer to the TRPA Fee Schedule for the current security administration fee.

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

_____ _____

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes the construction of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit) at

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176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1st to October 15th, whereas the treehouses and sleeping shelters will be operational year-round. The accessory dwelling unit will be a 3-bedroom unit with the capacity to house up to 9 employees. The subject site will be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off of Highway 50. Two shuttles and free bike rentals will be provided to guests. Temporary and permanent Best Management Practices (BMPs) will be installed as part of this project.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:

   A. The security required under Standard Condition A.3 of Attachment R shall be 110 percent of the estimated cost to install BMPs. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and the TRPA Fee Schedule for the required security administration fee.

   B. A water quality mitigation fee of $98,429.34 shall be paid to TRPA. This fee is based on the creation of 52,919 square feet of new base allowable land coverage at a rate of $1.86 per square foot on APN: 1318-22-001-013 (102,702 sf of proposed coverage – 13,318 sf of transferred coverage – 36,465 of previously mitigated coverage). *Note: A water quality mitigation fee of $56,156.10 was paid to TRPA under File # 20021991 (ref. Receipt # 438577). The fee was based on the creation of 36,465 square feet of land coverage at a rate of $1.54 per square foot.*

   C. A water quality mitigation fee of $30,132 shall be paid to TRPA. This fee is based on the creation of 16,200 square feet of new base allowable land coverage at a rate of $1.86 per square foot for the driveway on the U.S. Forest Service parcel (APN: 1318-22-001-009).

   D. The permittee shall submit an offsite coverage mitigation fee of $19,995 for the creation of 1,333 square feet of land coverage in the public right-of-way ($15.00 per square foot in South Stateline (NV) Hydrologic Area). *Note: 762 square feet is proposed on U.S. Highway 50 and 892 square feet is proposed on Elks Point Road. An off-site coverage mitigation fee of $3,852 was paid to TRPA under File #20021991 (ref. Receipt # 438577). The fee was based on the creation of 321 square feet of off-site coverage for the driveway.*

   E. The permittee shall submit a $127,385 mobility mitigation fee. This fee is based on the addition of 615 average daily vehicle miles traveled (VMT) ($207.13 per average daily VMT).

   F. The permittee shall transfer 2,151 square feet of coverage to APN: 1318-22-001-009 for the access road. The access easement is within LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

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G. The permittee shall transfer 13,318 square feet of coverage to APN: 1318-22-001-013 to replace coverage previously transferred off the site. The coverage will be transferred to LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

H. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction permanently retiring the 14,287 square feet of land coverage.

I. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction extinguishing the property owner's rights to the access easement.

J. The permittee shall record a TRPA approved deed restriction limiting the use of the ADU to only employees of the campground. The permittee shall provide the most recent grant deed for the property to TRPA.

K. The permittee shall provide evidence that the Nevada Department of Transportation (NDOT) has approved the emergency access onto Highway 50.

L. The permittee shall provide evidence that the Tahoe Douglas Fire Protection District (TDFPD) has approved the project.

M. The final construction drawings shall have notes indicating conformance to the following design standards for color, roofs, and fences:

(1) Color: The color of this structure, including any fences on the property, shall be compatible with the surroundings. Subdued colors in the earthtone and woodtone ranges shall be used for the primary color of the structure. Hues shall be within the range of natural colors that blend, rather than contrast, with the existing vegetation and earth hues. Earthtone colors are considered to be shades of reddish brown, brown, tan, ochre, and umber.

(2) Roofs: Roofs shall be composed of non-glare earthtone or woodtone materials that minimize reflectivity.

(3) Fences: Wooden fences shall be used whenever possible. If cyclone fence must be used, it shall be coated with brown or black vinyl, including fence poles.

N. A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within in 30 feet of structures."

O. The permittee shall submit a landscape/revegetation plan for the project area. The landscape/revegetation plan shall be consistent with the requirements of Chapter 36 of the TRPA Code of Ordinances, TRPA Handbook of Best Management Practices, and Living with Fire, Lake Tahoe Basin, Second Edition.

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P. The permittee shall submit an exterior lighting plan with specifications and/or details for all proposed exterior lighting fixtures and a proposed location plan. All exterior lighting shall be consistent with TRPA Code of Ordinances, Section 36.8 *Exterior Lighting Standards*. Specifically, all exterior lighting shall be fully shielded and directed downward so as not to produce obtrusive glare onto adjoining properties or the public right-of-way. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizonal is prohibited.

Q. The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders ("floaters") may be relocated within the project site. The permittee shall identify on the plans the rock outcrops proposed to be retained and boulders proposed to be relocated for review and approval by TRPA staff. Temporary BMPs may need to be installed to protect rock outcroppings.

R. The construction staging area shall be shown on the final plans.

S. The location of utilities shall be shown on the final plans.

T. The permittee shall submit a signage plan or a separate signage application to TRPA.

U. The permittee shall submit a project construction completion schedule to TRPA prior to commencement of construction. The schedule shall include completion dates for each item of construction, as well as BMP installation for the entire project area.

V. The permittee shall submit the BMP Plan to TRPA's Environmental Improvement Department for review and approval. The BMP Plan shall be updated to include:

1) Driplines extended one foot beyond each roof end.
2) Baffles when driplines are installed on slopes.
3) Non-flammable borders.
4) Five-foot non-combustible perimeters around structures.
5) Swales included in calculations (they will reduce basin sizes).
6) Swales with check dams.
7) Drain inlets or sediment canisters at the ends of conveyances that will discharge parking or road runoff to basins.
8) Basins with flat bottoms that follow the contours of slopes.
9) BMP details.
10) Snow storage areas and signage locations.
11) Parking barriers. Parking barriers shall be installed to prevent off-pavement parking.

W. A BMP Inspection and Maintenance Plan shall be submitted detailing the maintenance requirements and schedules for all BMPs installed on the property.

X. A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season

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(March 15 to August 15), the qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Y. The permittee shall e-mail one final set of plans to TRPA for electronic stamping.

4. Maximum excavation depths shall not exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

5. No structures shall be attached to trees.

6. No wood fireplaces or wood burning fire pits are approved with this project.

7. New gas fireplaces must meet the requirements of the TRPA Code of Ordinances (Code Section 65.1.4). Floor plans must include the make and model to ensure new heaters meet TRPA requirements.

8. All recommendations in the Substantial Tree Removal Plan, dated February 15, 2025, and Nevada Forest Practice rules shall be followed.

9. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.

10. Prior to security release, photos shall be provided to TRPA taken during the construction of any subsurface BMPs or of any trenching and backfilling with gravel.

11. All BMPs shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.

12. Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. In the event that previously unknown or undocumented historical, pre-historical, or paleontological materials appearing to be 50 years or older are discovered during grading activity, all grading shall cease and TRPA shall be notified immediately. TRPA shall suspend grading and consult with the Washoe Tribe, if applicable, and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner shall provide protection for the discovered material during this period.

13. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for

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any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

14. This approval is based on the permittee’s representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

END OF PERMIT

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Attachment C
Project Renderings

Project Renderings

From Highway 50 Looking at Project Site

Driving north towards Round Hill



Driving south towards Stateline



Attachment D
Draft Plans

Attachment E
Transportation Analysis

Attachment F
Substantial Tree Removal Plan

Globetrotter 50 Project

Tree Removal Plan



Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Prepared By: William E. Snyder
California Registered Professional Forester 1760
February 15, 2025

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Globetrotter 50 Tree Removal Plan

Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Project Location: The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 sites per acre, or a maximum of 72 sites for this property.

Project Description and Landowner Objectives: The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 employees in an accessory dwelling unit building.

Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Regulatory Setting:

1. TRPA
   This project will remove in excess of 100 live trees greater than 14 inches in DBH and larger and per TRPA Code of Ordinances 61.1.8 the project will exceed the Substantial Tree Removal threshold.

   This Tree Removal Plan is intended to describe the prescription for tree removal in conformance with TRPA Code of Ordinances 61.1.6 A. 3.-7., B. 1.-4, C., D. 1.-5.E. 1.-2 and F. 3.-4.

   It is the intent to make commercial use of sawlogs from trees which are removed per TRPA Code of Ordinances 61.1.6 A.

2. Nevada Division of Forestry
   While trees will be removed for commercial use, The Nevada Division of Forestry determined that because the parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland. As such, the Nevada Division of Forestry determined that neither a Timberland Conversion Certificate nor a Logging Permit through the State of Nevada is required to remove trees from the property. A copy of

the email from the Nevada Division of Forestry is included as an attachment to this report.

Site Description Physical Setting:

- Existing Vegetation
    - **Vegetation Type:** Vegetation on the project site consists of eastside Jeffrey pine (*Pinus jeffreyi)* forest with sampled trees indicating a stand age of approximately 120 to 130 years. A minor component of white fir (*Abies concolor)* is present in the stand. Diameter distribution of the existing stand is dominated by 10" to 20" DBH trees with a scattered component of trees larger than 24" DBH.

      Understory vegetation consists of Greenleaf manzanita (*Arctostaphylos patula*), bitterbrush (*Purshia tridentate*), mountain sagebrush (*Artemisia tridentate*), and mahala mat (*Ceanothus prostrates*). Conifer regeneration is largely absent from the site.

    - **Late Seral/Old Growth Ecosystems**: The site/parcel and adjacent properties do not contain any late seral/old growth ecosystems and no impacts to these ecosystems will occur.

    - **Forest Structure:** Canopy closure levels of overstory conifers is variable. Approximately 50% of the site is open with canopy closure ranging from 0 to 15%. On the balance of the site, stands are well stocked and canopy closure is higher ranging from 30 to 50%.

      The overstory stands are approximately 120 to 130 years old based on a limited sample of dominant trees. Tree heights ranged from 72 to 90'.

- **Soils**: Soils on the site are well drained sandy loams developed from granitic parent material. Slopes generally range from 2% to 30% with a steeper area in the northeast corner of the project which is dominated by granite outcrops. This area is not within the development footprint and is less than ½ acre in size. The property's land capability consists of Classes 2, 4 and 6 lands.

- **Access**: Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

- **Hydrology:** There are no watercourses or streams located on the project site or immediately adjacent to or downslope of the project area.

- **Sensitive Wildlife and Plants**: Wildlife use is currently influenced by existing fencing along the entire property line. Signs of usage by larger mammals would not be expected given the fencing and none were observed.

  No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

  The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which would result in violation of the Migratory Bird Treaty Act of 1918. Mitigations to avoid impacts to nesting birds are described in the Tree Removal Plan section.

- **Forest Health**: Observations of tree conditions noted two issues of concern that will need to be monitored. These include some indications of what is presumed to be Jeffrey pine bark beetle (*Dendroctonus jeffreyi*) activity in the existing stands that has led to some mortality. In addition to the observed bark beetle activity, a light to moderate level of dwarf mistletoe (*Arceuthobium campylopodum*) in the Jeffrey pine was also observed.

  Post tree removal and post construction activities will need to include monitoring of retained trees.

Planned Tree Removal

- **Objectives**: The property will be managed as a recreational destination for visitors to the Lake Tahoe area Consistent with the anticipated long term use, the overall objectives related to tree and forest stands is to maintain or enhance the health of the existing stands of trees to maintain the aesthetic qualities of the property and enhance the quality of guest experience.

  Consistent with these objectives, it is the property owner's intent to retain as many trees as possible throughout the project site. However, site development will result in removal of 58% of the trees on site through construction of roads, buildings and camping sites, trails, drainage for control of runoff, comfort stations, parking areas, etc.

  Development Area Tree Count Removal Summary*:* All trees greater than 10" in DBH were measured and tagged. A tree was noted as likely to be removed if the tree was located within the footprint of planned development feature such as a road, building, parking lot, drainage feature, etc. Based on tree tally information it was determined that a total of 226 trees 14" and greater in DBH will be removed. The total includes 18 trees greater than 24" in DBH.

Forest Service Road Right of Way Tree Count Removal Summary*:* In addition to the trees to be removed by the project development activities on the 9 acre parcel, trees will also be removed in the right of way which crosses federal lands administered by the Forest Service. A 100% inventory was done to determine the number of trees to be removed within the right of way. The results of the inventory of trees indicate that 54 trees 14" and greater in DBH will be removed. Twenty-four of the trees to be removed are greater than 24" in DBH.

- **Harvesting systems**: Terrain on the project area is conducive to utilization of ground based logging methods and equipment. Equipment to be utilized will likely include rubber tired skidders, small bulldozers, loaders, chippers, and related servicing equipment. As described previously, slopes range from 2 to 30%. The preferred mix of equipment will include the use of conventional tree falling using chainsaws or, depending on availability, feller-bunchers.

- **Tree Removal Guidelines**: All trees 10" and greater have been tagged and numbered by the project manager and forester. Tree lists by number have been provided to TRPA staff along with a geo-referenced base map to allow for review and evaluation by TRPA staff.

  To assist the timber operator in determining trees to be removed, prior to the start of logging operations, the Project Manager and Project Forester will mark trees for removal based on site development plans. Trees to be removed will be marked with paint with a horizontal stripe at breast height and a spot on the stump. In addition trees outside of the development footprint located within the project boundaries which are dead or dying will be marked for removal.

- **Tree Removal Management Practices**

  - Tree felling-Trees will be felled to minimize damage to leave trees and vegetation to be retained. Trees will be directionally felled away from structures located within 100' of the developed areas to the north of the project area and the project boundary adjacent to Highway 50. Stump height shall not exceed 6" as measured from the uphill side of the slope unless, as determined on an individual tree basis, conditions such as rock or other obstruction warrant leaving a taller stump. In the cases where leaving a taller stump is warranted, stump height will be minimized to the extent possible..

    The preferred method of tree felling will be hand felling with chainsaws with the option to use feller bunchers depending on availability of timber operators.

If conventional hand felling is utilized, felled trees will be bucked into merchantable log lengths with limbs lopped from unmerchantable portions of the tops of the trees. If feller bunchers are used, it is the intent to fell the trees and skid whole trees to the landing location for processing into appropriate log lengths. Some top breakage is anticipated even with use of feller bunchers and whole tree skidding. Tops and any slash remaining after whole tree skidding will be lopped by hand.

Damage to unmarked trees and residual vegetation shall be avoided consistent with safety and ground conditions.

- Skidding-Equipment used to skid logs to the landing for processing will include rubber tired skidders and /or small dozers. Skid trails will be flagged by the project manager and forester prior to the start of timber operations and reviewed on the ground with the timber operator.

- Access-Access to the logging site will be over the road right of way across the Forest Service and Highway 170 Elks Point Road to Highway 50. The operator will take appropriate actions to minimize dust associated with hauling of logs and keep the paved portion of Elks Point Road free of dirt and/or mud that might be tracked onto the paved surface as a result of tree removal operations.

- Slash Treatment/treatment of Activity fuels-It is the intent to lop and scatter any limbs and tops that result from hand felling operations to a treated average height of less than 12 inches.

  If whole tree skidding is used as an option following felling by conventional hand methods or use of a feller buncher, whole trees will be moved to a landing located in the southern portion of the project. Whole trees will be processed into logs at the landing and tops, limbs and unmerchantable material will be chipped on site. In-lieu of grass seeding, chipped material may be utilized for mulching skid trail and landing surfaces. Excess material not needed for landing and skidtrail surface protection will be stockpiled onsite for use on the project development, where needed.

  To prevent buildup of bark beetles, slash concentrations will be treated through scattering, chipping or removal from the site within 6 weeks of the date of falling operations.

- Erosion Control-Within 10 days of the completion of skidding operations, water breaks shall be installed on all skid trails and the landing surface. Water break

spacing on skidtrails with grades of less than 10% shall be spaced at intervals of no greater than 100'. Water break spacing on skidtrails greater than 200' feet in length with grades of 11 to 25% shall be spaced at intervals of 75 feet. Native surfaced roads used for logging access will be water barred immediately upon completion of use unless it is anticipated that road improvement work associated with the project development will begin within six weeks of the conclusion of logging operations.

Water break location will be flagged by the project manager or forester on all roads, landings, and skidtrails used for logging operations. Water breaks will be located to allow water to be discharged into some form of vegetative cover, duff, slash or rocks. Water breaks will be cut diagonally to a minimum depth of 6" and with a continuous berm of at least 6". Soil or other material that would prevent water from discharging as intended shall be removed as necessary to allow water to discharge.

In addition to construction of water breaks, skid trail and landing surfaces will be seeded to grass and covered with a sterile straw mulch to an average immediate post treatment depth of 4" over 90% of the skidtrail or landing surface.

In lieu of grass seeding, chips may be placed on skid trail surfaces and on exposed cut and sidecast areas of disturbance associated with roads. Subject to availability, chips will be distributed across the skid trail surface to achieve at least 2" and coverage of at least 90% of the treated area. If insufficient chips are available to treat skid trails, remaining exposed skid trail and/or disturbed areas to be treated associated with road construction, shall be seeded with grass consistent with the provisions of NRS 528.057.

- SEZ Operations-There are no SEZ's on the project area.

- Special Provisions for Protection of Protected Plants and Wildlife:

No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which could potentially result in violation of the Migratory Bird Treaty Act of 1918. In order to offset impacts to nesting bird species the following mitigation measure shall be implemented:

> For construction activities proposed to occur during the nesting season (March 15 August 15), a qualified biologist shall survey the Project Area

to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with USFWS, NDOW and/or TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

- Planned Winter Operations-Given the elevation and aspect of this site, winter operations over the snow are not proposed.

- Treatment of Stumps: Treatment of green stumps is not proposed as stumps will be subsequently removed through development activities.

- Fire Prevention and Fire Plan: The Project Manager and/or Project Forester will develop a Fire Prevention and Fire Plan prior to the start of logging operations. The Fire Prevention and Fire Plan will include the following elements:

    - The responsibilities of the operator to make immediate and sustained attack on all fires starting on the harvest area employing his or her normal logging crew and equipment to the extent necessary to suppress any fires on the logging area.
    - Require logging operator to perform loading, equipment servicing welding and other operations which have the potential to ignite forest fuels over bare ground that extends at least 10 feet on all sides from the activity.
    - Require the Project manager or project forester to provide written notice to the State Forester Firewarden of the timber owner's intent to commence logging operations. The notice shall include a fire plan on a form provided by the State Forester Firewarden. Logging operations shall not start earlier than 10 days after the fire plan has been received by the State Forester Firewarden. The fire plan shall include at least the following information:
        - Names of all personnel having responsibility in fire suppression, indicating their duties and line of authority.
        - Location and number of persons ordinarily available for fire fighting.
        - Protocols the logging operator will follow to report fires.

- Lists showing the type, number and location of fire tools and equipment reserved for use only on fires, and also, those units of regular operating equipment that may be used for fire fighting.
- Legal description of the logging area.

Forest Health Considerations

- **Post Logging Tree Monitoring:**

  Tree health of individual trees will be monitored by the Project Manager after logging has been completed and through the period of construction and development. The intent of the monitoring is to detect and respond appropriately to trees which show signs of decline due bark beetle attack, mistletoe, or breakage associated with damage from wind or root systems. Where individual tree health is in question the Project Manager will request evaluation of individual trees by a qualified arborist. Trees, as determined by the arborist, which are anticipated to die and pose a threat to life or property, will be removed by an appropriate tree service.

Copy of Email from Anna Higgins, Forester III

Nevada Division of Forestry

Hello Bill,

Thank you for your inquiry to Nevada Division of Forestry regarding potential logging on APN# 1318-22-001-013. As this parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland with a timber owner. As such, no Timberland Conversion Certificate nor Logging Permit through the State of Nevada are required to remove trees from the property. TRPA and Douglas County will cover regulations related to the development of this parcel.

Sincerely,

Anna Higgins

Forester III - Nevada Tahoe Resource Team

Nevada Division of Forestry

901 S. Stewart Street, Suite 5003

Carson City, NV 89701

ahiggins@forestry.nv.gov
(775) 684-2741 office | (775) 600-5798 cell

NEVADA DIVISION OF FORESTRY

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Nevada Department of CONSERVATION & NATURAL RESOURCES

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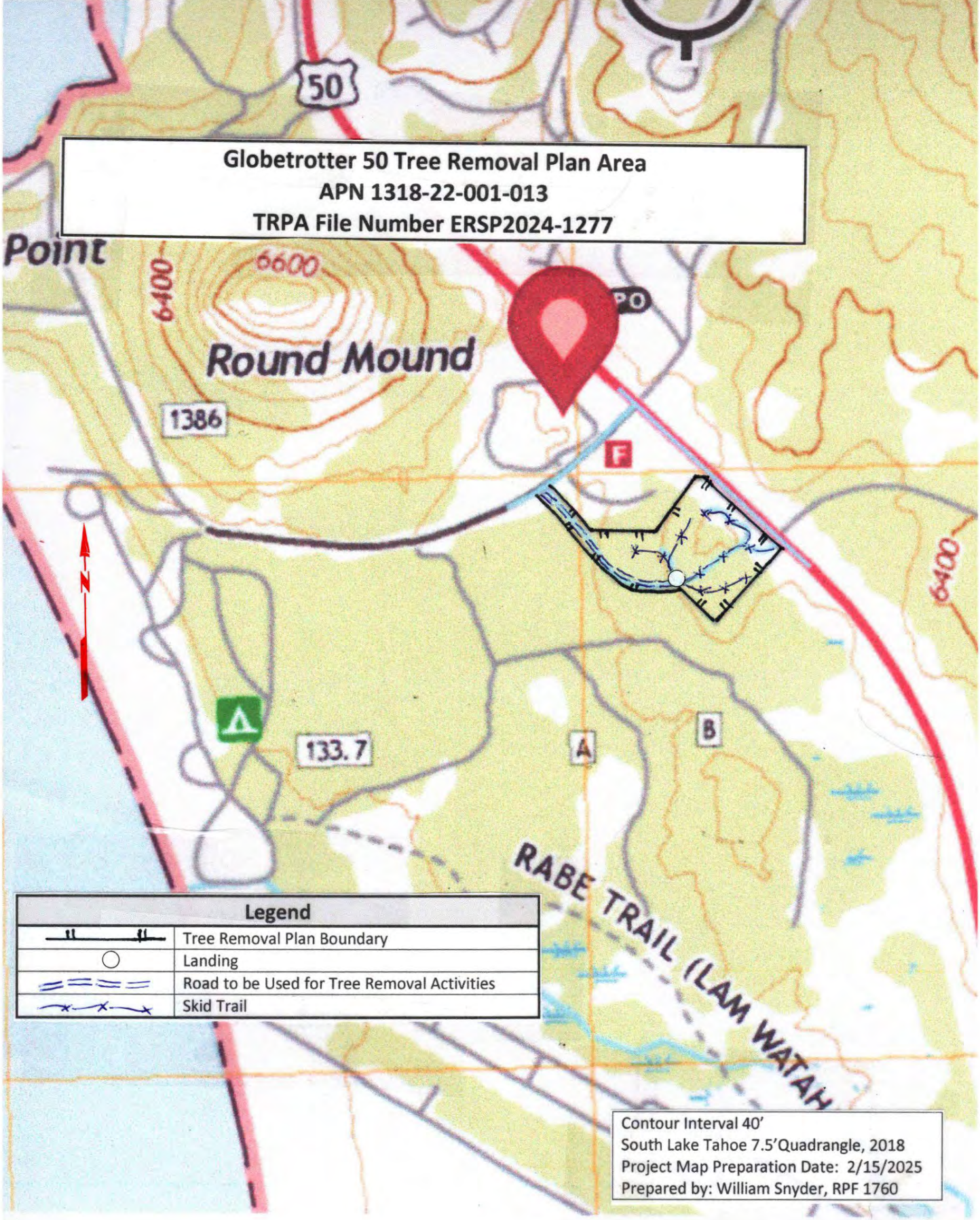
Globetrotter 50 Tree Removal Plan Area
APN 1318-22-001-013
TRPA File Number ERSP2024-1277
Point
6600
6400
Round Mound
1386
50
F
A
B
133.7
6400
RABE TRAIL (LAM WATAH
Legend
Tree Removal Plan Boundary
Landing
Road to be Used for Tree Removal Activities
Skid Trail
Contour Interval 40'
South Lake Tahoe 7.5'Quadrangle, 2018
Project Map Preparation Date: 2/15/2025
Prepared by: William Snyder, RPF 1760

Globetrotter 50 Project

Site and Grading Plan (08/24)



Attachment G

Initial Environmental Checklist

Attachment H
Project Review Conformance Checklist and V (g) Findings

PROJECT REVIEW CONFORMANCE CHECKLIST & V (g) FINDINGS

(Commercial/Tourist Accommodation/Public Service/Recreation/Resource Mngt.)

Project Name: Talaz Developed Campground

Project Type: Recreation

APN / Project Number: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (easement); ERSP2024-1277

Project Review Planner: Brandy McMahon Date of Review: May 12, 2025

NOTE: if the answer to question b. on any of the following questions is *no*, please provide a written justification on a separate sheet for making the findings required in subsections 4.4.1 and 4.4.2 of the code. If the answer to question b. is yes or if no answer is required, this checklist shall serve as justifications for making said findings. Any positive impacts of the project on the thresholds that have not been addressed in these questions should also be noted.

CATEGORY: AIR QUALITY

THRESHOLD: CARBON MONOXIDE (CO) INDICATOR: (CO) 8-hr. avg. Stateline CA station

1.	a.	Does the project generate new vehicle trips?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4.B.1?	Y ☒ N ☐
2.	a.	Does the project create new points of vehicular access?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 34.3.2?	Y ☒ N ☐
3.	a.	Does the project include combustion appliances?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
4.	a.	Does the project include a new stationary source of CO?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: OZONE INDICATOR: Ozone, 1-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase regional VMT?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4?	Y ☒ N ☐
2.	a.	Does the project include new gas/oil space/water heaters?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
3.	a.	Does the project include a new stationary source of NO^2?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: PARTICULATE MATTER INDICATOR: Part. Matter, 24-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase airborne dust emissions?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 60.4.3?	Y ☒ N ☐
2.	a.	Does the project include a new stationary source of particulate matter?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

3. a. Refer to question 1, Ozone, above.

THRESHOLD: VISIBILITY — INDICATOR: miles of visibility, veg and subregional path

1. a. Refer to questions 1-3, Particulate Matter, above.

THRESHOLD: TRAFFIC VOLUME — INDICATOR: traffic volume, US 50 at Park Ave.
US 50 CORRIDOR, WINTER, 4pm-12am — Jan.-Mar. avg., 4pm-12am

1. a. Refer to question 1, CO, above.

THRESHOLD: NO^2 EMISSIONS — INDICATOR: VMT

1. a. Refer to questions 1-2, VMT, below.

THRESHOLD: WOOD SMOKE — INDICATOR: number of wood heaters

1. a. Does the project include any new wood heaters? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 65.1.4.B? Y ☐ N ☐

THRESHOLD: VMT — INDICATOR: changes in number of trips and avg. trip length

1. a. Does the project increase average trip length? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 65.2.4.B? Y ☒ N ☐

2. a. refer to question 1, CO, above.

CATEGORY: WATER QUALITY

THRESHOLD: TURBIDITY — INDICATOR: turbidity of indicator stations

1. a. Does the project increase impervious coverage or create permanent soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.2.3? Y ☒ N ☐

2. a. Does the project create temporary soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.3? Y ☒ N ☐

3. a. Does the project require the use of fertilizer? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.8? Y ☐ N ☐

4. a. Does the project include domestic wastewater discharge to the surface or groundwater? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.3.B? Y ☐ N ☐

5. a. Does the project disturb or encroach on an existing SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

THRESHOLD: CLARITY, WINTER (IN LAKE)
INDICATOR: secch depth, Dec.-Mar. avg. TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: PHYTOPLANKTON PRIMARY PRODUCTIVITY (IN LAKE)
INDICATOR: phyto, primary productivity, ann. Avg., TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: DIN LOAD, SURFACE RUNOFF
INDICATOR: DIN x discharge, tributary network annual total 1

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN LOAD, GROUNDWATER
INDICATOR: DIN x discharge, grndwtr. Network, annual total

1. a. Refer to questions 2 & 3, turbidity, above.

THRESHOLD: DIN LOAD, ATMOSPHERIC
INDICATOR: NO3 + HNO, annual avg. Lake Tahoe Blvd station

1. a. Refer to question 4, turbidity, above.

THRESHOLD: NUTRIENT LOADS, GENERAL INDICATOR: sol. P x discharge sol. Fe x

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: TOTAL N, P, Fe, (trib.) CA ONLY INDICATOR: single reading, tributary network

1. a. Refer to questions 1, 2, 3, and 5, turbidity, above.

THRESHOLD: DIN; SOL, P, Fe, SS (trib.) NV ONLY INDICATOR: single reading tributary network

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN, SOL, P, Fe, SS, GREASE/OIL DISCHARGED TO SURFACE WATER FROM RUNOFF
INDICATOR: single reading runoff sites

1. a. Does the project route impervious surface runoff directly into Lake Tahoe or a major tributary? Y ☐ N ☒
   b. If yes, is the discharge structure consistent with BMP handbook? Y ☐ N ☐

2. a. Does the project create large impervious areas (e.g. parking lots) which may serve as a source of airborne pollutants, grease or oil? Y ☒ N ☐
   b. If yes, is the project consistent with Subsections 60.4.3, 60.4.6, 60.4.9? Y ☒ N ☐

THRESHOLD: TOTAL N, TOTAL P, TOTAL Fe TURBIDITY, GREASE/OIL DISCHARGE TO GRDWTR FROM RUNOFF
INDICATOR: single reading runoff site

1. a. Does the project include infiltration devices to infiltrate impervious surface runoff directly underground? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.6? Y ☒ N ☐

CATEGORY: SOIL CONSERVATION

THESHOLD: IMPERVIOUS COVERAGE — INDICATOR: area or coverage

1. a. Does the project include new or relocated coverage? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 30.4, 30.5, 30.6? Y ☒ N ☐

THRESHOLD: NATURALLY-FUNCTIONING SEZ — INDICATOR: area of SEZ

1. a. Does the project disturb or encroach on a naturally-functioning SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

CATEGORY: VEGETATION

THRESHOLD: PLANT & STRUCTURAL DIVERSITY — INDICATOR: plant & structural diversity

1. a. Does the project create a change in diversity? Y ☐ N ☒
   b. If yes, does the project include vegetation management techniques to increase diversity (reveg., thinning)? Y ☐ N ☐

THRESHOLD: MEADOW & RIPARIAN VEGETATION — INDICATOR: area of meadow & riparian veg.

1. a. Refer to question 5, turbidity, above.

THRESHOLD: DECIDUOUS RIPARIAN VEGETATION — INDICATOR: area of riparian vegetation

1. a. Refer to question 5, turbidity, above.

THRESHOLD: SHRUB ASSOCIATION — INDICATOR: area of shrub association

1. a. Does the project create an increase in the areal extent of the shrub association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination been made that the total area is less than or equal to 25%? Y ☐ N ☐

THRESHOLD: YELLOW PINE ASSOCIATION (not mature) — INDICATOR: area of yellow pine assoc.

1. a. Does the project create a change in the areal extent of the immature yellow pine association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: RED FIR ASSOCIATION — INDICATOR: area of red fir assoc.

1. a. Does the project create a change in the areal extent of the immature red fir association? Y ☐ N ☒
   b. If yes, has the additional are been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: FOREST OPENINGS — INDICATOR: size and location of forest openings

1. a. Does the project create new forest openings? Y ☒ N ☐
   b. If yes, is the new opening less than 8 acres? Y ☐ N ☐

2. a. Does the project create new forest openings adjacent to other openings? Y ☐ N ☒
   b. If yes, are the resultant adjacent openings not of the same relative age class or successional stage? Y ☐ N ☐

THRESHOLD: UNCOMMON PLANT COMMUNITITES — INDICATOR: habitat sites

1. a. Will the project impact the habitats for the deepwater sphagnum bog, Osgood Swamp, or the Freel Peak Cushing Plant Community? Y ☐ N ☐
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

THRESHOLD: SENSITIVE VEGETATION — INDICATOR: number of habitat sites

1. a. Will the project impact the habitats of the Carex paucifructus, the Lewis pyomaea longipetala, the Draba asterophora v., or the Rorippa subumbellata? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

CATEGORY: WILDLIFE

THRESHOLD: SPECIAL INTEREST SPECIES — INDICATOR: number of habitat sites

1. a. Will the project result in the loss, modification or increased disturbance of habitat site for goshawk, osprey, bald eagle, (winter and nesting), golden eagle, peregrine falcon, waterfowl, or deer, as mapped on official TRPA maps? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these habitat sites? Y ☐ N ☐

CATEGORY: FISHERIES

THRESHOLD: EXCELLENT STREAM HABITAT — INDICATOR: sites of excellent stream habitat

1. a. Does the project include stream channelization, stream dredging, removal of rock or gravel from a stream, culverts, bridges, or water diversions affecting a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, have modifications been included in the project to offset impacts on stream habitat and contribute to the upgrading of stream habitat? Y ☐ N ☐

2. a. Will the project result in siltation, urban runoff, snow disposal, or litter that may affect water quality in a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

THRESHOLD: GOOD STREAM HABITAT — INDICATOR: miles of good stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: MARGIANL STREAM HABITAT — INDICATOR: miles of marginal stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: INSTREAM FLOWS — INDICATOR: increase flows

1. a. Does the project include new water diversions? Y ☐ N ☒
   b. If yes, is there evidence in the record to indicate that flows will remain within adopted TRPA standards or, in the absence of adopted standards, that flows will not be diminished? Y ☐ N ☐

2. a. Does the project include new coverage or disturbance that could contribute to uncontrolled runoff reaching a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

3. a. Refer to question 5, turbidity, above.

THRESHOLD: LAKE HABITAT — INDICATOR: area of excellent habitat

1. a. Does the project include development in the shorezone, removal of rock or gravel from the lake, or removal of vegetation in the shorezone? Y ☐ N ☒
   b. If yes, is the project consistent with Chapters 80-86? Y ☐ N ☐

2. a. Does the project increase the potential for siltation, runoff, or erosion entering Lake Tahoe? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

CATEGORY: NOISE

THRESHOLD: SINGLE EVENT, AIRCRAFT, DAYTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Does the project involve the commercial or private operation of aircraft? Y ☐ N ☒
   b. If yes, does the project comply with the Interim Service Agreement affecting aircraft operations at the South Lake Tahoe Airport, or will the project meet the TRPA noise thresholds, or is the project exempt under Code section 68.9? Y ☐ N ☐

THRESHOLD: SINGLE EVENT, AIRCRAFT, NIGHTTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Refer to question 1, single event, aircraft, above.

THRESHOLD: SINGLE-EVENT, BOATS — INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve a marina or boat launching facility? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE LESS THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project include the operation of fleet vehicles or other commercial vehicles? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE GREATER THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Refer to question 1, single event, motor vehicle, above.

THRESHOLD: SINGLE-EVENT, MOTORCYCLE INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of motorcycles for lease or rent or the operation of a motorcycle course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, ORVS INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of ORVs for rent or lease or the operation of an ORV course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THESHOLD: SINGLE-EVENT, SNOWMOBILES INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of snowmobiles for rent or lease or the operation of a snowmobile course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: COMMUNITY NOISE EQUIVALENT LEVEL (CNEL)

1. a. Does the project involve the creation of a new or relocated land use? Y ☐ N ☒
   b. If yes, is the project consistent with the applicable plan area statement? Y ☐ N ☐

2. a. Is the project located within a transportation corridor as mapped on TRPA maps? Y ☐ N ☒
   b. If yes, does the project include components to reduce the transmission of noise from the corridor, in accordance with the TRPA Design Review Guidelines? Y ☐ N ☐

3. a. Does the project involve a use or activity for which TRPA has received a CNEL related noise complaint and for which TRPA has required remedial action in accordance with Chapter 68? Y ☐ N ☒
   b. If yes, is the project consistent with the remedial action plan? Y ☐ N ☐

CATEGORY: SCENIC RESOURCES

THRESHOLD: ROADWAY AND SHORELINE RATINGS

1. a. Is the project located within, or visible from, a roadway or shoreline unit targeted for scenic upgrading? Y ☐ N ☒
   b. If yes, is the project consistent with the TRPA Scenic Quality Implementation Program (SQUIP)? Y ☐ N ☐

2. a. Is the project located within, or visible from, a roadway or shoreline unit not targeted for scenic upgrading? Y ☒ N ☐
   b. If yes, is there evidence in the record that the project will not cause a significant decrease in scenic quality, and is the project consistent with the TRPA Design Review Guidelines? Y ☒ N ☐

CATEGORY: RECREATION

THRESHOLD: PRESERVE AND ENHANCE THE HIGH QUALITY RECREATION EXPERIENCE
INDICATOR: dispersed rec. capacity

1. a. Is the project located in a conservation or recreation plan area? Y ☒ N ☐
   b. If yes, is the project consistent with the applicable plan area statement? Y ☒ N ☐

THRESHOLD: ESTABLISH FAIR SHARE OF CAPACITY FOR OUTDOOR RECREATION AVAILABLE TO THE GENERAL PUBLIC
INDICATOR: PAOTs

1. a. Does the project require an allocation of PAOTs? Y ☒ N ☐
   b. If yes, is the recreational opportunity involved available to the public? Y ☒ N ☐

CATEGORY: CODE/RULES OF PROCEDURE REQUIREMENTS

1. Does the project require Governing Board Review (Chapter 2)? Y ☒ N ☐

5. Does the project require notice to adjacent property owners (Art. XII Rules of Procedure)? Y ☒ N ☐

6. Is the project consistent with the following:

Chapter 2	(Project Review)	N/A ☐	Y ☒	N ☐
Chapter 6	(Tracking-Data Sheets/Log Book)	N/A ☐	Y ☒	N ☐
Chapter 21	(Permissible Uses)	N/A ☐	Y ☒	N ☐
Chapter 22	(Temporary Uses)	N/A ☒	Y ☐	N ☐
Chapter 30	(Coverage)	N/A ☐	Y ☒	N ☐
Chapter 31	(Density)	N/A ☐	Y ☒	N ☐
Chapter 32	(Basic Service)	N/A ☐	Y ☒	N ☐
Chapter 33.3	(Grading)	N/A ☐	Y ☒	N ☐
Chapter 33.4	(Special Reports)	N/A ☐	Y ☒	N ☐
Chapter 33.5	(Construction Schedule)	N/A ☐	Y ☒	N ☐
Chapter 33.6	(Vegetation Protection)	N/A ☐	Y ☒	N ☐
Chapter 34	(Driveways)	N/A ☐	Y ☒	N ☐
Chapter 34	(Parking)	N/A ☐	Y ☒	N ☐
Chapter 35	(Natural Hazards-Floodplain)	N/A ☒	Y ☐	N ☐
Chapter 36	(Design Standards)	N/A ☐	Y ☒	N ☐
Chapter 37	(Height)	N/A ☐	Y ☒	N ☐
Chapter 38	(Signs)	N/A ☒	Y ☐	N ☐
Chapter 50	(Allocations)	N/A ☐	Y ☒	N ☐
Chapter 51	(Transfers)	N/A ☐	Y ☒	N ☐
Chapter 52	(Bonus Units-MFD only)	N/A ☒	Y ☐	N ☐
Chapter 53	(IPES)	N/A ☒	Y ☐	N ☐
Chapter 60	(BMP's)	N/A ☐	Y ☒	N ☐
Chapter 60.1	(Water Quality)	N/A ☐	Y ☒	N ☐
Chapter 60.2	(Water Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 61.1	(Tree Removal)	N/A ☐	Y ☒	N ☐
Chapter 61.3.6	(Sensitive Plants/Fire Hazard)	N/A ☐	Y ☒	N ☐
Chapter 61.4	(Revegetation)	N/A ☐	Y ☒	N ☐
Chapter 62	(Wildlife)	N/A ☐	Y ☒	N ☐
Chapter 63	(Fish)	N/A ☒	Y ☐	N ☐
Chapter 65.1	(Air Quality)	N/A ☐	Y ☒	N ☐
Chapter 65.2	(Traffic/Air Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 67	(Historic Resource)	N/A ☐	Y ☒	N ☐

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July 6, 2026

Linda Doherty, Assistant Planner
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Via Email: ldoherty@douglasnv.us

Re: Response to Appeal of Design Review DP25-0184
Developed Campground, 176 Highway 50, APN 1318-22-001-013

Dear Ms. Doherty:

On behalf of Globetrotter Properties, LLC ("Globetrotter"), owner and developer of the approved campground project (the "Project") located at 176 Highway 50 in Zephyr Cove (the "Property"), we submit this letter in response to the appeal (the "Appeal") filed on behalf of the owner ("Appellant") of the adjacent property located at 303 Dorla Court. The crux of the Appeal is that the Project does not comply with applicable land use and zoning regulations.

Unlike Douglas County, TRPA has a growth management strategy that caps development in the Tahoe Basin.[1] To implement its growth management strategy, TRPA created development rights, or units of use, that are required to support new development. TRPA has absolute jurisdiction to determine the appropriate unit of use to support land uses that are exclusively TRPA's province. As a result, Douglas County lacks authority to determine the applicable unit of use for a development project in the Tahoe Basin. While Appellant concedes TRPA's land use and zoning regulations govern development in the Basin (Appeal, p. 2, Paragraph III.A), it failed to raise its objection in the appropriate venue.

The TRPA Governing Board approved the Project on September 24, 2025, finding it to be a developed campground use consistent with TRPA's land use definitions and the applicable Plan Area Statement and allocating Overnight Persons at One Time, or PAOTs, the unit of use required for certain recreation uses, to the Project. Appellant neither appeared before the Governing Board nor timely challenged the Governing Board's approval.[2] As a result, Appellant forfeited its right to challenge the Project's compliance with applicable land use and zoning regulations, and the appeal should be denied.

[1] Douglas County's growth management strategy only caps residential development outside the Tahoe Basin. (DCCDC 20.560.020.)

[2] Since Appellant did not appear before the Governing Board either in person or in writing concerning the Project, it is not an aggrieved person under the Tahoe Regional Planning Compact ("Compact") entitled to challenge the Board's action. (Article VI (j)(3).) Even if Appellant had appeared, the time within which to file legal action challenging the Governing Board action expired November 24, 2025.

Planning and Land use in the Tahoe Township

For projects located in the Douglas County portion of the Tahoe Basin (the "Tahoe Township"), the County defers to TRPA for planning and land use matters and focuses, instead, on design review and building permits. (Douglas County Consolidated Development Code ("DCCDC") 20.700.030.B.) Specifically, all development within the Tahoe Township must comply with the provisions of the Plan Area Statements, Community Plans or Area Plans adopted by both TRPA and the County. (*Id*. at 20.700.030.C and F.) The Douglas County 2020 Master Plan confirms this:

> The TRPA developed Community Plans and Plan Area Statements to implement the 1987 Regional Plan. Douglas County adopted three Community Plans for Stateline, Kingsbury, and Round Hill and 30 Plan Area Statements. The Community Plans and Plan Area Statements address the policies, regulations, and programs for specific areas in order to attain and maintain the environmental thresholds and implement the goals and policies of the 1987 Regional Plan. (P. 84.)

The County also relies on the land use definitions prescribed in Chapter 21 of the TRPA Code of Ordinances ("TRPA Code") (DCCDC 20.700.030.E, 20.702.040.A and 20.702.050.A) and maximum building heights prescribed in Chapter 37 of the TRPA Code (DCCDC 20.702.080.A) for projects in the Tahoe Township.

Appellant's Contentions

The Project is mischaracterized as a "developed campground" when it in fact constitutes tourist accommodations prohibited in S-070B zoning.

Response: Appellant acknowledges the Property "lies within TRPA Plan Area Statement 070B (RABE) and Douglas County Tahoe Planning Area S-070B (Recreation)" and the DCCDC "adopts TRPA Chapter 21 use definitions…." (Appeal, p. 2.) Developed campground is an allowable recreation use in Plan Area Statement ("PAS") 070B / Tahoe Planning Area ("TPA") S-070B. More specifically, developed campground in TPA S-070B is denoted with a "D" in Table 20.702.2B of the DCCDC. The letter D indicates the ***use*** is subject to TRPA review and County ***design review*** is required. (DCCDC 20.702.050.C.2, emphasis added.) Accordingly, whether the developed campground use applies to the Project is solely within TRPA's purview.

TRPA defines "developed campground" as land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities. (TRPA Code Table 21.4-A.) According to the September 17, 2025, TRPA Governing Board staff report for the Project ("TRPA Staff Report"; copy enclosed):

> The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the "Developed Campground" use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS…. The proposed use

> is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses, at campgrounds.

The applicable TRPA development right required for a developed campground is Overnight Persons at One Time, or PAOTs. PAOTs are the number of people that a recreation use can accommodate at a given time. In contract, a Tourist Accommodation Unit, or TAU, is required for tourist accommodation uses such as hotels, timeshares and bed and breakfast projects. As a recreation use, TRPA allocated 212 Overnight PAOTs to the Project from PAS 070B's pool of 500 Overnight PAOTs, confirming the Project's use is developed campground. (TRPA Staff Report, pp. 2-3.)

Based on the foregoing, the Project is a recreational developed campground and not a tourist accommodation use such as a hotel, timeshare or bed and breakfast as determined by TRPA.

The Project is impermissibly intense under the S-070B applicable Plan Area framework.

Response: Again, this is a land use matter to which Douglas County defers to TRPA. Appellant even refers to TRPA's land use classifications to argue the Project is too intense, yet it did not appear before the TRPA Governing Board or challenge the Board's approval.

Pursuant to PAS 070B, the maximum density for developed campgrounds is 8 sites per acre, or 72 sites for the 9-acre Property. At 53 sites, the Project is well below the permissible density. (TRPA Staff Report, p. 3.) The TRPA Governing Board also determined the Project's structures are below the maximum height limits established in the TRPA Code, none of the camping structures have kitchens, only 7 of the camping structures have bathrooms and the Project's VMT generation is below the threshold. Accordingly, the Project complies with PAS 070B and other TRPA development standards.

In approving the Design Review for the Project and imposing conditions of approval, County staff also determined the Project complies with the Douglas County Design Criteria and Improvement Standards for the developed campground use.

The Project improperly relies on accessory-use provisions for employee housing.

Response: Appellant argues the Project application improperly relies on TRPA Code Section 21.3 to justify employee housing as an accessory dwelling unit, or ADU. However, according to the TRPA Staff Report:

> TRPA Code, Section 21.3.2, allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation. The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed-restricted for onsite employee housing only.

The TRPA Governing Board approved the ADU as a component of the Project. Again, this is a TRPA issue rather than a County one, and Appellant failed to object to the TRPA Governing Board or file a timely suit challenging the Board's approval.

The Conditional Approval is materially inconsistent with the Project Application.

Response: As is typical with development projects, certain elements of the Project changed following the initial application submittal. For example, two structures for employee housing were originally proposed but, since the TRPA Code only allows one ADU, one of the dwelling structures had to be eliminated. The County's Design Review permit accurately reflects one ADU. The final construction drawings and building permits will reflect what is actually being constructed consistent with the Design Review approval.

The Decision cannot be sustained because the mandatory findings cannot be made.

Response: As discussed above, County staff properly made the mandatory finding of zoning consistency since the Project complies with PAS 070B / TAP S-070B, including permissible uses, planning statements, density and allocation of Overnight PAOTs.

We respectfully submit the Appeal must be denied because staff properly made the findings prescribed in the DCCDC for design review. To the extent the Appeal challenges the Project's land use, Appellant failed to raise its objection in the proper venue and TRPA's action is final.

Sincerely,

FELDMAN THIEL LLP

Kara L. Thiel

By:
Kara L. Thiel

KLT/ld
cc: Paul Nielsen, TRPA
Globetrotter Properties, LLC

July 28, 2026

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RE: Justification Letter in Support of Appeal (Design Review DP25-0184)

G & T Properties LLC ("Appellant" or "G & T") submits this letter in support of its appeal of the Douglas County Planning Commission's July 14, 2026 decision upholding conditional approval of Design Review Application DP25-0184 for the Talaz Eco-Camp Project (the "Project"). G & T expressly incorporates by reference the Appeal Justification Letter submitted to the Planning Commission on May 8, 2026, and the Supplemental Justification Letter submitted on July 7, 2026, copies of which are attached as **Exhibits 1** and **2**. Those submissions set forth the factual and legal bases for G & T's challenge to the Project approval and remain fully applicable to this appeal.

This letter supplements, rather than restates, the arguments and evidence previously submitted and addresses issues that remain relevant following the July 14, 2026 Planning Commission hearing (the "Hearing"), including positions advanced during the Hearing that are material to the County's review and approval of the Project.

The current record cannot sustain the approval of Design Review Application DP25-0184. The evidence before the County does not support the mandatory findings required for approval under Douglas County Consolidated Development Code ("DCCDC") 20.614.040. Accordingly, G & T respectfully requests that the Board reverse the Planning Commission's decision and direct that the Project approval be vacated.

I. BASIS FOR APPELLANT'S STANDING TO APPEAL

G & T qualifies as an aggrieved party under DCCDC 20.28.020(B)(1)(b), which defines an aggrieved party as "[a]ny person with legal or equitable interest in property located within the notice radius for the given project who appeared, either in person, through an authorized representative or in writing, before the director or final decision-maker on the matter which is the subject of the decision." G & T satisfies each element of this definition.

The Planning Commission unanimously confirmed at the July 14, 2026, hearing that G & T qualifies as an aggrieved party under DCCDC 20.28.020(B).

This appeal is timely and procedurally proper. DCCDC 20.28.020(C) requires filing a written notice of appeal with the Community Development Department within ten working days of the final decision, including a statement explaining the basis for the appeal, the Appellant's standing, and how the Appellant

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is aggrieved. The Planning Commission rendered its decision on July 14, 2026, and G & T filed this appeal within that period.

II. THE APPEAL IS OF A FINAL DECISION OF APPROVAL

G & T appeals the Planning Commission's July 14, 2026, decision upholding conditional approval of Design Review DP25-0184. This appeal challenges the entire decision on the grounds that it was issued in error.

III. WRITTEN STATEMENT OF THE REASONS WHY THE FINAL DECISION OR CONDITION WAS ERRONEOUS

The Board of County Commissioners should reverse the Planning Commission's ("Commission") decision because the Commission failed to make the mandatory findings required by DCCDC 20.614.040(A)–(H). The Commission also erred as a matter of law by deferring to TRPA's characterization of the Project rather than independently applying the Douglas County Development Code's use classifications, definitions, and approval standards as outlined in the Appeal Justification Letter submitted to the Planning Commission on May 8, 2026, the Supplemental Justification Letter submitted on July 7, 2026, and the arguments below.

IV. LEGAL STANDARD

This appeal presents two independent bases for reversal. First, the Planning Commission committed legal error by concluding that it could not evaluate the Project's use classification and by deferring to the TRPA. Second, the record does not contain substantial evidence supporting several mandatory findings required by DCCDC 20.614.040.

The Douglas County Board of County Commissioners reviews the Planning Commission's decision and may affirm, reverse, or modify issues properly raised in the appeal. DCCDC 20.12.020, 20.28.020. In conducting that review, the Board must apply the same substantive standards governing the Planning Commission's decision, including the mandatory design-review findings set forth in DCCDC 20.614.040(A)–(H). *See* DCCDC 20.614.050(B). Accordingly, the question before the Board is whether the record supports each required finding for approval.

In exercising its authority, the Board's review is informed by the policy objectives in NRS 278.020, which authorizes local governments to regulate land use to protect public health, safety, morals, and general welfare, while accounting for potential impairment of natural resources. The Board may impose reasonable conditions when modifying or approving a project, but it may do so only if substantial evidence in the record supports the required findings. Where the record does not support one or more mandatory findings, the approval cannot stand.

To approve a project, the County must find that the development: (a) is consistent with the adopted Master Plan and applicable district regulations; (b) is compatible with surrounding development and neighborhood character and includes appropriate mitigation measures; (c) will not generate hazardous

pedestrian or vehicular traffic or conflict with traffic patterns; (d) incorporates necessary roadway improvements, traffic controls, or access restrictions; (e) minimizes adverse effects, including visual impacts, on adjacent properties; (f) avoids or adequately mitigates impacts to archaeological and cultural resources or adequately mitigates such impacts where necessary; (g) complies with all applicable Douglas County development standards, design criteria, improvement standards, zoning requirements, and adequate public facility policies; and (h) will not be materially detrimental to public health, safety, convenience, or welfare, or cause material damage or prejudice to nearby properties. DCCDC 20.614.040.

The DCCDC requires the County to make each finding independently based on the standards in DCCDC 20.614.040.[1] The County cannot satisfy these obligations by merely adopting or deferring to TRPA's findings.[2] Additionally, the DCCDC imposes specific campground and ADU standards under DCCDC 20.702.090 and Table 20.702.3. As such, the Project must satisfy all requirements under DCCDC 20.668.040 (campground specific standards) and 20.668.010 (ADU specific standards for zoning districts with prefix S). The record does not demonstrate full compliance with all campground or ADU specific requirements.

Because the record does not support all mandatory findings required by DCCDC 20.614.040 or the use-specific requirements, the Project approval cannot stand. G & T respectfully requests that the Board reverse the Planning Commission's decision and vacate or modify the Project approval accordingly.

A. The County's reliance on DCCDC 20.700.030(b) is legally erroneous and does not relieve the County of its independent obligation to make *all* DCCDC 20.614.040 mandatory findings.

At the July 14, 2026 hearing, County counsel took the position that the County's role in Tahoe Basin projects is limited and that it lacks authority to independently determine whether the Project qualifies as a "developed campground." *See* Hearing at 1:51:00—1:51:15 (Deputy District Attorney Hames stating "when TRPA makes a zoning determination, [] the county doesn't in the design review process does not second guesses or re-evaluate that designation"). Relying on DCCDC 20.700.030(B), the County asserted that land-use classifications fall solely within TRPA's jurisdiction. The Planning Commission adopted this position and declined to address the use-classification issues G & T raised.

This interpretation is inconsistent with the Douglas County Development Code and improperly relieves the County of its responsibilities under DCCDC 20.614.040.

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[1] *See City of Reno v. Citizens for Cold Spring*s, 126 Nev. 263, 275–76 (2010) (affirming that a local government must comply with mandatory findings required by its development code and that generalized or deferred findings do not satisfy those requirements)*; see also Seventy Acres, LLC v. Binion*, 136 Nev. 874, *2-3 (2020) (holding that a local government properly approved land-use applications where it correctly applied its development code and substantial evidence supported the specific findings required by the governing ordinances).

[2] *See* TRPA Conditional Permit No. ERSP2024-1277 at 2 (providing that no tree removal, demolition, construction, or grading may commence until the permittee obtains a County building permit, and that the County and TRPA permits are independent of each other); *see also Douglas Cnty. v. Tahoe Reg'l Plan. Agency*, 95 Nev. 101, 102 (1979) (holding that county approval under local ordinances did not excuse compliance with TRPA's independently applicable land-use ordinance and requiring the county to rescind its approval of the noncompliant parcel map).

DCCDC 20.700.030(B) provides:

> "*Other chapters and sections of the Douglas County Development Code apply to the area subject to this division to the extent* a provision meets the purpose and intent of this division, the County's primary role of performing design review and building inspection in the Basin, the County's derogation to TRPA's planning and zoning jurisdiction and enforcement authority under the Bi-State Compact, Regional Plan, Community Plans, and Plan Area Statements."

Properly construed, DCCDC 20.700.030(B) does not excuse the County from applying and interpreting its own Development Code. Rather, it recognizes that County regulations continue to apply in the Tahoe Basin except where they conflict with TRPA authority. Douglas County has incorporated TRPA land-use classifications and definitions into its own Code. *See* DCCDC 20.702.040(A); Table 20.702.2B. Even where TRPA has concluded that a project falls within a particular use classification, the County must apply those same definitions when making the findings DCCDC 20.614.040 requires. Nothing in DCCDC 20.700.030(B) permits the County to avoid making its own required findings simply because TRPA has already reached a conclusion.

The Nevada Supreme Court has recognized that approval by one agency does not relieve another of the obligation to make findings required by its own ordinances. In *Redrock Valley Ranch, LLC v. Washoe County*, 127 Nev. 451 (2011), the court rejected the argument that the State Engineer's public-interest determination prevented Washoe County from denying a special use permit based on concerns under the County's own regulations. The court held that the State Engineer's decision addressed issues distinct from those entrusted to the County and therefore did not limit the County's authority to make its own findings. *Id.* at 457–60.

The same principle applies here. TRPA's determination that the Project qualifies as a developed campground does not relieve Douglas County of its obligation to determine whether that classification is consistent with the Code provisions it administers. Findings under DCCDC 20.614.040(A) and (G) require evaluating compliance with applicable zoning regulations and Master Plan consistency—neither of which can be assessed without first determining which use classifications and development standards apply.

Douglas County v. Tahoe Regional Planning Agency, 95 Nev. 101 (1979), reinforces this point: compliance with one regulatory scheme does not eliminate the need to comply with the other. DCCDC 20.700.030(D) reflects the same framework, providing that where County and TRPA regulations conflict, the more restrictive provision governs. The Code contemplates parallel review—not deference by one agency to the other.

DCCDC 20.614.040 vests Douglas County with independent design-review authority and requires findings on zoning compliance, Master Plan consistency, compatibility with surrounding uses, traffic impacts, design standards, mitigation measures, and public health, safety, and welfare. Many of these considerations fall outside TRPA's jurisdiction. The County therefore cannot treat TRPA's classification as dispositive.

By concluding that the threshold use-classification issue was outside its purview and deferring entirely to TRPA, the Planning Commission failed to perform the analysis required by DCCDC 20.614.040 and neglected its independent obligation to apply and enforce the Development Code. This failure constitutes reversible legal error.

V. THE PROJECT

The Project proposes a 53-site "developed campground" on approximately 9 acres at 176 U.S. Highway 50, Zephyr Cove, Nevada (APN 1318-22-001-013), within TRPA Plan Area Statement 070B (Recreation) and Douglas County Tahoe Planning Area S-070B.

The Project includes 18 seasonal dome structures, 9 treehouse units, and 26 sleeping shelters (7 with ensuite bathrooms). Beyond overnight accommodations, the Project incorporates resort-style amenities: a clubhouse/main lodge with communal kitchen, conference rooms; three comfort stations; an event lawn for seasonal events and weddings; a barbecue pavilion with a self-pour beverage wall; recreational equipment and e-bike rentals; two playgrounds; and an accessory dwelling unit ("ADU") designed to house up to nine employees. **Ex. 3.**

A. The record does not support classification of the Project as a developed campground.

The Hearing record does not establish that the Commissioners evaluated or determined that the Project is properly characterized as a developed campground. *See* Hearing at 2:28:06—26 (Commissioner stating that the Project "didn't look like a campground" but he was "convinced" by the County's legal team that the definition of campground and the land use was "not [his] concern today" and he was "going to stay away from that"). This is improper and constitutes reversible error. At the outset, the Project is mischaracterized as a "Developed Campground" in contravention of the governing zoning framework. The subject parcel lies within TRPA Plan Area Statement 070B (RABE) and Douglas County Tahoe Planning Area S-070B (Recreation). **Ex. 4**. The County has adopted TRPA Chapter 21 use definitions and DCCDC 20.702.050 provides that any primary use not expressly permitted within the applicable Plan Area Statement is prohibited.

A developed campground is limited to land used for temporary occupancy "by campers *traveling by motorized vehicle or recreational vehicles*, and that contain such facilities as campsites with parking areas, barbecue grills, tables, restrooms, and at least some utilities." TRPA Code Table 21.4-A; DCCDC 20.702.050(A); *see also* DCCDC 20.703.130. Separately, the DCCDC defines a "campground" as land providing accommodations for transient occupancy, including tents and recreational vehicles. DCCDC 20.660.060(B). Read together, these provisions establish that developed campground uses are (1) transient in nature, (2) limited to tents, recreational vehicles, or comparable accommodations, and (3) supported only by low-intensity, accessory facilities.

The Project far exceeds these criteria and aligns squarely with the definition of "[h]otel, motel, and other transient dwelling units" under the tourist accommodation use category of TRPA Code Table 21.4-A. "Hotel, motel and other transient dwelling units" are defined as "[c]ommercial transient lodging

establishments, including hotels, motor-hotels, motels, tourist courts, or **cabins**, primarily engaged in providing overnight lodging for the general public whose permanent residence is elsewhere." TRPA Code Table 21.4-A; DCCDC 20.702.050(A); DCCDC 20.703.130. Rather than providing campsites for tents or recreational vehicles, the Project offers permanent, fully furnished cabins that plainly resemble hotel rooms. *See* **Ex. 5**.

At the July 14, 2026 Hearing, Lou Feldman, on behalf of the Applicant, argued that the Project was "well advertised" and constitutes "high-end camping." *See* Hearing, 1:23:53; 1:54:09. However, the Applicant's public-facing materials and advertisements contradict this characterization. The Project's Instagram account (@talaz.eco.camp) repeatedly uses hotel-industry terminology, including posts tagged with #BoutiqueHotels, #HotelInvestment, #HospitalityInvestment, #EcoHotel, and #hotel. **Ex. 6.** Likewise, Project Development Director Rachel Bowers's profile on the Eco Resort Network describes the Project as a "flagship eco-friendly hotel" and states that "Rachel and her team have already created the blueprints for a 53-key eco glamping resort in South Lake Tahoe." **Ex. 7**. These descriptions are wholly inconsistent with a traditional campground comprised of campsites. The Applicant has also marketed the Project online as a "soft sell" investment opportunity and is advertising the Project as a "hotel." **Ex. 8**. Taken together, the Applicant's own marketing materials repeatedly characterize the Project as a hotel or resort, not a campground.

A Major Design Review cannot be approved where the underlying use has been misclassified because the Director cannot make the mandatory findings required by DCCDC 20.614.040, including the threshold determination that the Project complies with applicable zoning regulations. DCCDC 20.614.040(A), (G). Tourist accommodation uses—including hotels, motels, and other transient dwelling units—are prohibited in the S-070B zoning district. *See* DCCDC 20.702.050, Table 20.702.2B (PAS 067–074 Use Tables). If, as the record demonstrates, the Project's primary use is tourist accommodation rather than recreation, the Project constitutes a prohibited use and cannot be approved under the Douglas County Consolidated Development Code. *Id.* By approving the Project despite this threshold defect, the Commission relied on a fundamental misclassification of the proposed use, rendering its decision arbitrary, contrary to the Development Code, and reversible legal error.

B. The Project is incompatible with the planning framework governing its Plan Area.

It is not clear from the record that the Planning Commission independently evaluated whether the Project is compatible with the "recreation" designation governing the Plan Area, instead, it appears they deferred to TRPA findings. *See* Hearing at 1:21:26—1:22:24 (Chairman stating that pursuant to DCCDC 20.700.030(B), TRPA decisions take precedence). The record therefore does not support the required finding. PAS 070B designates this area as "recreation." **Ex. 9.** The PAS directs that "[t]he existing recreation uses should continue and the public beach and camping areas should be expanded." *Id.* The existing uses identified in PAS 070B are Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and "some miscellaneous private uses"—all low-intensity, outdoor-oriented recreational uses. The permissible-use table authorizes beach recreation, day-use areas, trails, outdoor recreation concessions, and developed campgrounds, but does not authorize hotels, motels, commercial lodging resorts, event centers, conference facilities, restaurants, or similar intensive visitor-serving commercial uses. *See id.* at 2.

While developed campgrounds are permitted, the Project does not resemble the traditional campground contemplated by PAS 070B. The proposed uses are incompatible with the stated objective of maintaining and expanding low-intensity recreational opportunities. PAS 070B's special policies emphasize protection of sensitive natural resources, expanded recreation opportunities on public lands, and scenic improvements—not introducing a major commercial lodging destination on private property. The Project is therefore incompatible with the governing Plan Area Statements and should not be approved.

C. The Project does not comply with applicable additional standards and requirements.

DCCDC 20.614.040(G) requires a finding that the proposed development complies with all requirements of Title 20 applicable to the Project. The record does not clearly demonstrate that the project complies with the specific use requirements outlined in DCCDC Table 20.702.3. Neither the requirements for campgrounds nor ADUs have been satisfied—yet the Planning Commission added no additional conditions to the Project approval.

1. Specific requirements for ADUs have not been met.

DCCDC Table 20.702.3 incorporates DCCDC 20.668.010, which limits an accessory dwelling unit to 1,000 square feet of livable area and mandates the ADU be accessory to the primary use. At the Hearing, Deputy District Attorney Hames expressly acknowledged that Appellant's interpretation of the applicable ADU standard was correct. *See* Hearing at 2:11:22–2:12:22. But Project planner Linda Doherty was unable to identify the current proposed size of the ADU. *See* Hearing at 2:12:33–2:13:39. Despite these admissions, and despite the absence of evidence demonstrating compliance with the applicable ADU requirements, the Planning Commission approved the Project without resolving whether the proposed ADU satisfied DCCDC 20.668.010.

The record likewise fails to establish how the proposed employee housing qualifies as a lawful accessory use to the Project's purported campground use. Employee housing is a residential use that is not otherwise permitted within the S-070B zoning district. *See* DCCDC Table 20.702.2B. Simply labeling the employee housing as an "ADU" does not answer the threshold question of whether that use is genuinely incidental and subordinate to a lawful principal use or otherwise complies with the County's zoning regulations. Absent such a showing, the County cannot conclude that the proposed employee housing is a permissible accessory use under the Development Code.

2. Specific requirements for Campgrounds have not been met.

The record does not establish compliance with numerous mandatory DCCDC 20.668.040(B) standards, including:

- **Drainage**. DCCDC 20.668.040(B)(1) requires "[a] location on a well-drained, properly graded site, free from hazards, unusual noises, *probability of flooding or erosion*." The parcel is designated Flood Zone D—"areas in which flood hazards are undetermined, but possible." **Ex. 4**.

The undetermined flood hazard status of this parcel creates material uncertainty as to whether this standard can be satisfied.[3]

- **Screening Through Special Use Permit**. DCCDC 20.668.040(B)(4) requires "[l]andscaping or fencing designed to screen the street and adjoining properties, as approved through special use permit approval." This contemplates campground screening will be reviewed through a special use permit process—not design review alone. No special use permit was applied for or approved. The conditional approval imposes a 50-foot buffer through design review, but the record does not explain how a condition adopted outside the special-use-permit process satisfies this provision. Additionally, as a result of the easement location, not all properties, including the Appellant's will be screened with this by 50-foot buffer, as such it is unclear if adequate screening has been designated for all adjoining properties.
- **Space Delineation and Spacing Standards**. DCCDC 20.668.040(B)(5) requires "[e]very space shall be clearly defined and abut a driveway or other clear area with unobstructed access to an interior road," with units spaced "so that there will be a minimum of 15 feet between units and so that none will be less than 20 feet from [the] exterior boundary." The record contains no analysis applying this 15-foot distance between units or the 20-foot boundary-setback standard to the 53 campsites.[4]
- **Common Recreation Area**. DCCDC 20.668.040(B)(7) requires "[a] centrally located common area for recreation, in the amount of at least 200 square feet per individual trailer space." For 53 campsites, this requires a minimum of 10,600 square feet of centrally located common recreation area. The record does not identify any area designated to satisfy this requirement, as distinct from the event lawn, playgrounds, or other described amenities.
- **Vehicle Access**. DCCDC 20.668.040(B)(3) requires "[d]irect vehicular access to an improved public street or width and construction suitable to traffic requirements of the property served." The record lacks confirmation of direct vehicular access to an improved public street (Elks Point Road access relies on a U.S. Forest Service easement extinguished by a 2009 deed restriction; the Highway 50 driveway is emergency-only and lacks confirmed NDOT approval per TRPA Special Condition K).[5]

None of these deficiencies have been cured by any condition, and the record does not reflect that County Staff, the Planning Commission, or the Applicant ever analyzed the Project against these mandatory DCCDC 20.668.040(B) standards. Because DCCDC 20.614.040(G) requires a finding that the Project

[3] The Applicant's drainage and conceptual plan materials depict the main parcel as FEMA Unshaded Zone X and only the access road on the USFS parcel as Zone D. However, the entire parcel is designated flood Zone D. **Ex. 4**.

[4] Because the Project does not actually involve recreational vehicle use, it is unclear how this mandatory campground standard applies to the Project. The record contains no analysis or explanation addressing that issue.

[5] Notably, the access easement is likely terminated. The prior owner recorded a deed restriction in 2009 extinguishing the property owner's rights to use the Forest Service access easement, and the Applicant sought TRPA approval to rescind that restriction because those rights were necessary for the current project. *See* Supplemental Justification Letter submitted on July 7, 2026, Ex.4 at 4. Even if TRPA approves rescission of the restriction, the easement is likely abandoned because the record reflects both an intent to extinguish the right and no intervening use consistent with its continued existence.

"complies with all additional standards"—including the campground and ADU specific standards—the absence of any analysis independently precludes Finding (G).

D. The event-venue/wedding-venue use remains unresolved and disputed on the record.

The event-venue and wedding-venue component was a central concern at the July 14, 2026 hearing, yet the Planning Commission failed to reconcile the Applicant's contradictory representations or require the further analysis necessary to meet the mandatory findings. Applicant's representative Lou Feldman represented that "there is no intention to have this be an event center or a...significant wedding venue. It is appropriately characterized as glamping. It is high-end camping. There may be some small events." Hearing at 1:53:53—1:54:14. But when questioned regarding the scope of any proposed events, Mr. Feldman could not provide any information as to event sizes and stated the site lacks "significant infrastructure." *Id.* at 1:54:00—1:55:35.

The County likewise acknowledged that the Project was not approved or analyzed as an event center. Deputy District Attorney Hames explained that the TRPA code contains separate use categories for event centers and assembly uses, and that this Project did not seek approval for such uses. He further stated that operating the Project as an event center could constitute a zoning violation. *See id.* at 2:26:24—2:27:14. Similarly, Community Development Director Tom Dallaire expressly stated that the Project had not been analyzed with respect to events. *See id.* at 2:22:50—2:23:23.

These statements are difficult to reconcile with the Applicant's own project materials. The Project description expressly identifies an "[e]vent lawn" intended for "seasonal events and weddings." **Ex. 3**. Although Mr. Feldman suggested that the Project lacked the infrastructure necessary to host significant wedding events, the Project description also includes a dedicated "caterer's kitchen," a feature commonly associated with event operations. *Id.*

The Applicant's marketing materials further demonstrate an intent to operate the Project as a wedding and event venue. The Project's Instagram account (@talaz.eco.camp) contains promotional wedding imagery and is tagged with #WeddingVenue. **Ex. 6**. Other posts describe the site as "[t]he perfect spot for a 'yes,' nestled right at the forest's edge" and state that the Project's "BBQ pavilion and event lawn were built for these exact moments." *Id.* These representations directly promote the Project as a destination for weddings and events.

The Project has also been marketed to investors based on its anticipated event-related revenue. An online investment listing describes the Project as "fully entitled" with "event rights" and "specific land entitlements for hosting events, providing a significant secondary revenue stream." **Ex. 8**. The listing further highlights "high-margin wedding and corporate retreat income" as a distinct revenue source. *Id.* These representations contrast sharply with Mr. Feldman's testimony minimizing the Project's event-venue component and are inconsistent with the County's position that no event-related entitlement has been sought or approved.

Taken together, the record reflects substantial uncertainty regarding the Project's intended scope and operation. Given these unresolved contradictions, the Planning Commission lacked a sufficient factual basis to determine the Project's true operational scope or to make the findings necessary for approval.

1. The Planning Commission's additional condition of approval is inadequate to resolve the event/wedding venue discrepancy.

The Planning Commission imposed only a narrow condition requiring the Applicant to submit a future plan describing how events, including weddings, would be conducted on the event lawn and clubhouse in an effort to satisfy Finding H. That condition does not cure the fundamental deficiency in the record: at the time of approval, the County lacked sufficient information to make Finding H in the first instance.

The condition does not limit the size, frequency, or nature of proposed events. Nor does it require any additional analysis of traffic, noise, parking, or other impacts associated with event-related activities. Instead, the condition defers the substantive analysis of a material Project component until after approval has already been granted. In effect, the Planning Commission approved the Project before evaluating the scope and impacts of a use the record demonstrates is intended to generate wedding, event, and corporate-retreat revenue.

Design review approval cannot rest on a record that leaves a significant component of the Project undefined and unevaluated. Because the County did not analyze the event-venue component, reconcile the Applicant's conflicting representations, or evaluate the resulting impacts, the record cannot support the required findings. The proposed event use independently undermines Findings (A), (B), (C), (D), (G), and (H) and therefore provides an additional basis for reversal.

2. The Project provides no mitigation for adverse noise impacts, which may exceed allowable noise limits within the plan area.

Consistent with the above discussion of event-related activities, the Hearing record reflects no meaningful discussion of noise impacts, proposed mitigation measures, or whether a noise study was necessary to evaluate the extent of those impacts. This is reversible error. The Plan Area Statement for PAS 070B establishes a maximum Community Noise Equivalent Level ("CNEL") of 55 dBA for this Plan Area, with the Highway 50 corridor limited to 65 CNEL. **Ex. 9**, 3. DCCDC 20.702.180 mandates compliance with these noise provisions. Noise from outdoor events, guest gatherings, and any amplified sound, if permitted, may exceed the 55 CNEL maximum for PAS 070B.

TRPA actively monitors CNEL compliance in Plan Areas across the Basin, including in the Round Hill area, as part of its Threshold Evaluation program.[6] The record contains no operational noise analysis demonstrating that the proposed activity will comply with the 55 CNEL limit applicable to PAS 070B. Because the record lacks any meaningful analysis of noise impacts, the County cannot make the finding required by DCCDC 20.614.040(B). This omission is particularly significant given the intensity of the

[6] *See* Tahoe Reg'l Plan. Agency, LT Info: Noise – Plan Areas, https://monitoring.laketahoeinfo.org/PlanAreaNoise (last visited July 6, 2026).

proposed uses and the strict CNEL standards applicable to this recreation-designated parcel. Without evidence demonstrating that noise impacts will be adequately mitigated, Finding (B) cannot be supported by substantial evidence in the record.

E. The record contains no reliable answer on building height or its visual impact on adjoining properties, and the Planning Commission failed to adequately make Finding E.

DCCDC 20.702.080 governs height standards within the Tahoe Basin, including the Project site. Under that provision, building heights must comply with Chapter 37 of the TRPA Code of Ordinances, and structures may not exceed the height of existing forest cover in the vicinity. Additionally, DCCDC 20.614.040(E) requires that "[t]he proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties." The record does not demonstrate that this finding has been met.

At the hearing, the Vice Chair identified an unresolved inconsistency in the Staff Report regarding the height of the proposed structures. *See* Hearing at 2:00:09–2:02:30. The Staff Report states that the treehouses, BBQ pavilion, ADU, and main lodge **exceed** 26 feet in height, yet it does not identify the maximum height of any structure. *See* Staff Report at 86. Elsewhere, however, the Staff Report states that the proposed structures range from 10 to 23 feet in height. *Id.* at 81. Staff was unable to reconcile this discrepancy during the hearing.

The Vice Chair also expressed concern that the structures would remain visible from nearby properties on Dorla Court. Hearing at 2:04:01–2:05:33. Planner Linda Doherty confirmed that the site would **not** be fully screened. *See id*.

These unresolved issues are material. First, the County did not verify compliance with DCCDC 20.702.080(B) or demonstrate on the record that the proposed structures would not exceed the height of existing forest cover. Second, without accurate height information and a clear understanding of the extent of visual screening, the Planning Commission lacked sufficient information to evaluate Finding E, which requires mitigating adverse visual impacts.

The Project further proposes substantial tree removal. The Tree Removal Plan identifies the removal of 226 trees on the Project site and an additional 54 trees within the access easement—approximately 60% of the existing on-site trees. **Ex. 3**. This level of clearing on a heavily forested parcel fundamentally alters the site's visual character. When coupled with the uncertain height of the proposed structures, the record does not support a finding that visual impacts will be minimized as DCCDC 20.614.040(E) requires. Replacing a densely forested site with dome structures, treehouses, an event lawn, parking areas, and accessory structures of unknown height raises substantial visual-impact concerns that the Planning Commission did not adequately analyze or resolve.

F. The record contains no evidence that the issues regarding hazardous traffic were resolved, and the Planning Commission failed to adequately make Findings C and D.

DCCDC 20.614.040(C) requires a finding that "[t]he proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood." The record cannot support that finding. DCCDC 20.614.040(D) further requires a finding that "[t]he proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets." The record likewise cannot support that finding. The Project's sole non-emergency vehicular access is via Elks Point Road through a U.S. Forest Service easement. The Elks Point Road/U.S. Highway 50 intersection currently operates at Level of Service ("LOS") F—the worst possible rating, reflecting severely congested conditions. The Transportation Impact Study acknowledges the existing LOS F conditions but proposes no intersection improvements. **Ex. 10.** Adding traffic generated by 53 lodging units, employees, service and delivery vehicles, and event-related uses to a single-access roadway serving an already failing intersection raises significant safety and circulation concerns that remain unaddressed in the record.

The Transportation Impact Study is further deficient because it does not analyze event-related traffic, despite the Project's inclusion of an event lawn and the Applicant's marketing of the site as a wedding and event destination. The study also relied on roadway design standards from Douglas County, Colorado, rather than Douglas County, Nevada. In a July 13, 2026 email, Leslie Suen of LSC Transportation Consultants, Inc. acknowledged this error. **Ex. 11**. Reliance on standards from an unrelated out-of-state jurisdiction calls into question the validity of the study's conclusions regarding compliance with Nevada and Douglas County requirements.

Nor does the July 13, 2026 email cure these deficiencies. The email was not prepared as a revised Transportation Impact Study, was not stamped or signed by a licensed engineer as an amended professional report, and was never submitted through the County's formal review process. Instead, it was an informal communication from the Applicant's traffic consultant to counsel one day before the hearing in response to a Commissioner inquiry. *See id*. Appellant had no meaningful opportunity to review the underlying data, evaluate the methodology, question the consultant, or submit a response. To the extent the Planning Commission relied on the email to resolve defects in the Transportation Impact Study, that reliance was misplaced.

The substance of the email further highlights unresolved issues. First, the consultant acknowledged that the traffic volumes used in the analysis were derived from off-season counts that were scaled to estimate peak summer conditions, stating that the resulting volumes were intentionally conservative and that the estimated traffic "may be higher than what is actually seen on a busy day." *Id.* While intended to justify the analysis, this admission underscores that the study was not based on validated peak-season traffic counts. The record therefore lacks reliable data establishing actual traffic conditions at the intersection during the periods most relevant to Project impacts.

Second, the email asserts—without supporting trip-distribution data, turning-movement analysis, or other technical support—that none of the Project's vehicles will use the LOS F left-turn movement at the Elks Point Road/U.S. Highway 50 intersection. *Id.* That assertion appears inconsistent with the study's own assumptions, which estimate that approximately 45 percent of Project-generated trips will travel to and from the south along U.S. Highway 50 toward Stateline. **Ex. 10**, 6. The record contains no analysis reconciling these positions. Absent supporting data, the Planning Commission had no substantial evidence on which to conclude that Project traffic would avoid the very intersection movement identified as operating at LOS F. As a result, the record does not contain substantial evidence supporting Findings C or D.

G. The record contains no evidence that the issues regarding public health, safety, convenience, and welfare were resolved, and the Planning Commission failed to adequately make Finding H.

DCCDC 20.614.040(H) requires a finding that "[t]he proposed development will not be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity." This requirement is consistent with DCCDC 20.28.020(D), which requires the BOCC, in reviewing the decision, to be guided by NRS 278.020, which authorizes regulation "[f]or the purpose of promoting health, safety, morals, or the general welfare of the community." Accordingly, the Board's review is not limited to whether the Project satisfies technical code requirements; it must also determine whether the record demonstrates that the Project can be developed without creating unacceptable risks to public safety and welfare.

The record does not support such a finding. On July 16, 2026, Doug Flaherty, President of the Tahoe Sierra Clean Air Coalition (d/b/a TahoeCleanAir.org), submitted the *October 2024 Independent Lake Tahoe Basin Wildfire Evacuation Analysis* into the record. **Ex. 12**. The study was prepared by experienced wildfire incident commanders. *Id.* at 52. The analysis concluded that, under existing conditions and before any additional development, evacuation clearance times for a fast-moving, no-notice wildfire Douglas/Tahoe study area range from approximately 5 to 7 hours. *Id.* at 30—37. This evidence is directly relevant to public-safety considerations under DCCDC 20.614.040(H) and campground-access and safety requirements under DCCDC 20.668.040(B). The Project would add substantial occupancy to an area already facing evacuation constraints, yet the record contains no project-specific evacuation analysis addressing those impacts.

The Project's event-venue component has likewise not been analyzed for its traffic or public-safety impacts. Most importantly, the Project would introduce 53 units of transient occupants who are unlikely to be familiar with local road networks, emergency procedures, or evacuation routes, further increasing demand on an already constrained evacuation system. Although the Planning Commission imposed a condition requiring future preparation of an event-management plan, that condition merely defers consideration of these issues until after approval and does not require any specific mitigation measures. Given the substantial evidence of existing evacuation constraints, poor traffic service, and other unresolved safety concerns, the record does not contain substantial evidence supporting a finding that the Project will not be materially detrimental to public health, safety, convenience, and welfare as DCCDC 20.614.040(H) and the public-welfare principles require. *See* NRS 278.020.

H. The application submission is incomplete and includes no plans for the clubhouse/main lodge.

At the hearing, Planner Linda Doherty confirmed that she had not received a floor plan for the clubhouse/main lodge. *Hearing* at 2:23:21–2:23:33. Community Development Director Tom Dallaire likewise acknowledged that he lacked a complete understanding of the size, scope, and features of the proposed structures but explained that design review is "conceptual in nature" and that additional details would be "flushed out through engineering" during the subsequent Site Improvement Permit process. *Id.* at 2:23:13–2:24:16.

This approach is fundamentally inconsistent with the purpose of Design Review under the DCCDC. Chapter 20.614 exists to evaluate site design and structures before construction is authorized. DCCDC 20.614.010(A) requires Design Review approval before a building permit may issue, and the process is intended to determine whether the proposed development complies with applicable design standards. That evaluation cannot meaningfully occur where the County lacks even basic plans for a principal structure. Simply put, the County cannot conduct design review of a building without design plans.

The hearing record demonstrates that County staff could not identify key details concerning the size, configuration, and intended use of the clubhouse/main lodge, and therefore could not meaningfully present that information to the Planning Commission. Yet, despite these admitted gaps in the record, the Commission proceeded to conclude that the mandatory findings could be made. The problem is not merely a dispute over the weight of the evidence—there is virtually no evidence concerning the design of one of the Project's principal structures from which the Commission could reasonably make the required findings.

This deficiency independently supports a determination that the application was incomplete under DCCDC 20.04.020, which prohibits an application from proceeding until identified deficiencies have been cured. At a minimum, the absence of minimum plans precludes Finding (G), which requires compliance with all applicable provisions of the Development Code. Without floor plans, elevations, or other design information, neither staff nor the Planning Commission could determine whether the proposed structure complies with the standards they were charged with applying.

VI. CONCLUSION

For the reasons set forth above, the record does not support the mandatory findings required by DCCDC 20.614.040(A) through (H). The Planning Commission further erred by treating TRPA's use classification as dispositive and declining to independently apply the Douglas County Development Code. Because the record contains substantial unresolved issues regarding use classification, zoning compliance, traffic, public safety, building design, campground standards, ADU compliance, and the Project's intended operation, the approval cannot stand. G & T respectfully requests that the Board reverse the Planning Commission's decision and vacate Design Review Approval DP25-0184.

EXHIBIT 1

womblebonddickinson.com

WOMBLE BOND DICKINSON

May 8, 2026

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RE: Justification Letter in Support of Appeal (Design Review DP25-0184)

G & T Properties LLC ("Appellant" or "G & T") submits this justification letter in support of its appeal ("Appeal") of the decision of the Douglas County Community Development Department, issued on April 27, 2026 by Assistant Planner Linda Doherty, conditionally approving Design Review DP25-0184 ("Decision") for the Talaz "Developed Campground" / Eco-Camp project proposed by JLS-Development on behalf of Globetrotter Properties, LLC ("Applicant") at 176 U.S. Highway 50, Zephyr Cove, Nevada (APN 1318-22-001-013) ("Project").

The Decision states that it constitutes the "final decision regarding your Development Application for a Design Review" and that any party wishing to challenge the decision has until 4:00 PM, 10 working days from the date of the letter to file an Appeal of Decision application and applicable fees with the Community Development Department. **Ex. 1**. The final decision letter was issued on April 27, 2026, as such this appeal is filed timely within that period.

I. Basis For Appellant's Standing to Appeal

G & T qualifies as an aggrieved party entitled to file this appeal under Douglas County Consolidated Development Code ("DCCDC") 20.28.020. The DCCDC defines an aggrieved party as "[a]ny person with legal or equitable interest in property located within the notice radius for the given project who appeared, either in person, through an authorized representative or in writing, before the director or final decision-maker on the matter which is the subject of the decision." DCCDC 20.28.020(B)(1)(b). G & T satisfies each element of this definition.

a. G & T has a legal or equitable interest in property within the notice radius.

The Applicant was required to notice contiguous property owners pursuant to DCCDC 20.20.040 (requiring notice be forwarded to properties which touch the parcel which is subject to the land use request). G & T owns 303 Dorla Court (APN 1318-22-001-004), which borders the main entrance road to the Project from Highway 760 (Elks Point Road). The only non-emergency means of vehicular access to the Project is by way of ingress and egress through a U.S. Forest Service-owned parcel, an access road that traverses directly adjacent to G & T's property. G & T's property is indisputably within the notice radius for the Project. The conceptual civil design plans for the Project expressly identify G & T Properties at 303 Dorla Court as a neighboring property.

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b. G & T has appeared before the decision-maker in writing.

On April 27, 2026, G & T, through its authorized legal representative Samantha Vanillo of Womble Bond Dickinson (US) LLP, submitted a detailed written objection to the Douglas County Planning Division, addressed to Linda Doherty, the Assistant Planner who issued the Decision. **Ex. 2**. That letter set forth G & T's objections to the Application on multiple legal and procedural grounds, specifically notifying the Planning Division that G & T objected to the Application, and expressly reserved all administrative and legal remedies including appeal. Additionally, G & T's legal counsel filed a public records request on February 27, 2026, and reached out to the Planning Division on behalf of G & T regarding project concerns on March 18, 2026. Accordingly, G & T qualifies as an aggrieved party and has standing to file this Appeal.

II. The Appeal is of a Final Decision of Approval

This Appeal is an appeal of the final decision itself—not of any individual condition of approval–of a final decision-maker. The Decision dated April 27, 2026, constitutes the "final decision regarding your Development Application for a Design Review" as stated in the Decision letter. **Ex. 1**. G & T appeals the entirety of the final decision to approve Design Review DP25-0184 on the grounds that the Decision was issued in error.

III. Written Statement of the Reasons Why the Final Decision or Condition was Erroneous

The Project is mischaracterized as a "developed campground" when it in fact constitutes commercial transient lodging prohibited in the S-070B zoning district and the mandatory findings for Major Design Review approval under DCCDC 20.614.040 cannot lawfully be made. Moreover, the Conditional Approval is materially inconsistent with the Project Application and supporting materials. The approval was issued in error and must be reversed as outlined below.

A. The Project is mischaracterized as a "developed campground" when it in fact constitutes tourist accommodations prohibited in S-070B zoning.

The Project is mischaracterized as a "Developed Campground" in contravention of the governing zoning framework. The subject parcel lies within TRPA Plan Area Statement 070B (RABE) and Douglas County Tahoe Planning Area S-070B (Recreation). **Ex. 3**. The Douglas County Consolidated Development Code ("DCCDC") adopts TRPA Chapter 21 use definitions and provides that any primary use not expressly permitted within the applicable Plan Area Statement is prohibited. DCCDC 20.702.050.

Against this framework, the Decision erroneously approves a Major Design Review for a project labeled a "Developed Campground," even though the design, structures, and amenities exceed what is permitted for that use in the S-070B plan area.

Under the DCCDC, a "Campground, developed" is limited to land used for temporary occupancy "by campers traveling by motorized vehicle or recreational vehicles, and that contain such facilities as campsites with parking areas, barbecue grills, tables, restrooms, and at least some utilities." DCCDC 20.703.130. Importantly, the distinction between "Campground, undeveloped" and "developed" is merely

the mode of transportation and availability of utilities. *See id.* Similarly, a "campground" is separately defined in the DCCDC as land providing accommodations for transient occupancy, including tents and recreational vehicles. *See* DCCDC 20.660.060(B).

Read together, these provisions establish that developed campground uses are (1) transient in nature, (2) limited to tents or recreational vehicles or comparable accommodations, and (3) supported only by low-intensity, accessory facilities.

The Project far exceeds these criteria and aligns squarely with the DCCDC definition of "[h]otel, motel, and other transient dwelling units," under the tourist accommodation use category of 20.703.130. Under 20.703.130, "[h]otel, motel and other transient dwelling units" are defined as "***[c]ommercial transient lodging establishments***, including hotels, motor-hotels, motels, tourist courts, or ***cabins***, primarily engaged in ***providing overnight lodging for the general public whose permanent residence is elsewhere***." DCCDC 20.703.130. The proposed sleeping shelters are far from consistent with "campsites" allowable in recreational zoning but resemble furnished hotel rooms or standalone cabins. *See* **Ex. 4**. Rather than providing campsites for tents or recreational vehicles, it offers permanent, fully furnished cabins and similar structures, together with resort-style amenities including a communal/catering kitchen, conference rooms, saunas, hot tubs, remote-work space, and event facilities. **Ex. 5,** at 1. These features are not incidental to camping and constitute a fundamentally different use.

A Major Design Review cannot be approved based on this use misclassification as the Director cannot make the mandatory findings required under DCCDC 20.614.040—including the threshold determination that the Project is consistent with the Douglas County Master Plan and Zoning Ordinance. DCCDC 20.614.040(A), (G). Tourist accommodation uses, including hotels, motels, and other transient dwelling units, are ***not permitted uses*** under S-070B. *See* DCCDC 20.702.050 Table 20.702.2B (PAS 067-074, use tables). Because the Project's primary use is tourist accommodations—not recreation—a use prohibited in the S-070B zoning district, the Project cannot be approved under the Douglas County Consolidated Development Code. *Id.* The Decision therefore rests on an erroneous finding of consistency with the governing zoning ordinance and must be reversed.

B. The Project is impermissibly intense under the S-070B applicable Plan Area framework.

Even if the Project were analyzed as a "developed campground," it far exceeds the intensity limits imposed by the DCCDC for that use category. The DCCDC confines a developed campground to basic, low-intensity infrastructure, limiting on-site facilities to "parking areas, barbecue grills, tables, restrooms, and at least some utilities." DCCDC 20.703.130. Similarly, the DCCDC separately contemplates "campground" usage as overnight occupancy "on a transient basis" using "tents and recreational vehicles." *See* DCCDC 20.660.060(B).[1] The regulatory scheme intentionally limits campground uses to include portable, temporary accommodation that guests bring to the site or a permanent structure that are materially similar in character. *See* DCCDC 20.703.130; DCCDC Table 20.702.2B (PAS 067–074, use tables).

[1] Notably, under DCCDC 20.660.060(B)(1) campground density must be established through special use permit, but a special use permit related to the Project has not been obtained or applied for.

The TRPA Code's land use classifications support this low-intensity framework by differentiating recreational areas as "non-urban areas with good potential for developed outdoor recreation, park use, or concentrated recreation," from tourist areas, defined as "urban areas that have the potential to provide intensive tourist accommodations and services or intensive recreation." *See* TRPA Code 11.6.2(A)(4),(8). As such, campground uses must remain materially less intensive than tourist accommodation uses.

The Project disregards those limits. Conference rooms, a communal/caterer's kitchen, saunas, and hot tubs are not limited utilities, but hallmark features of intensive tourist lodging. *See* **Ex. 5**.

Consistent with that overreach, the Project bears none of the elements of traditional campground use. It offers no tent sites and no RV hookups. Instead, it consists of:

- 26 year-round cabins with full-sized beds, couches, closets, and in some cases bathrooms with showers and bathtubs;
- 9 year-round "treehouse" units that are standalone structures resembling cabins, likewise, equipped with beds, couches, and closets; and
- 18 seasonal dome structures akin to large yurts.

These are permanent, fully furnished structures—not tents, not recreational vehicles, and not accommodations that can be characterized as temporary or portable. *See* DCCDC 20.703.130; DCCDC 20.660.060(B). The mismatch between what the DCCDC authorizes and what the Project proposes is not one of degree, but a categorical conflict.

C. The Project improperly relies on accessory-use provisions for employee housing.

The Application improperly relies on TRPA Code 21.3 to justify employee housing as an accessory "dwelling unit." **Ex. 6**, 2. Under TRPA Code, no accessory use may be permitted without a related existing or approved primary use on the same parcel, and an accessory use must be incidental or secondary to—and may not change the character or intensity of—the primary use. *See* TRPA Code 21.3. Under DCCDC 20.703.130, employee housing is listed as a primary "residential" use and cannot be treated as an accessory recreational use.

Moreover, "employee housing" is a prohibited use in S-070B zoning. *See* DCCDC 20.702.050, Table 20.702.2B (PAS 067-074, use tables). Further, TRPA's examples of accessory recreational uses *expressly exclude* employee housing, instead listing garages, emergency facilities, childcare, and employee "facilities other than housing." TRPA Code 21.3.1(E). The accessory-use framework cannot cure the underlying land-use inconsistency.

D. The Conditional Approval is materially inconsistent with the Project Application.

There are material inconsistencies between Douglas County's conditional approval and the Project description, leaving it unclear what, precisely, has been approved.

Most significantly, it is unclear whether the central lodge or clubhouse has been approved at all. Although the subject line of the County's approval letter references "a clubhouse" among the accessory uses, the operative body of the approval—where the specific authorized improvements are enumerated—omits any lodge or clubhouse. **Ex. 1**. This omission creates a substantive ambiguity as to whether that central feature of the Project was ever conditionally approved.

The remaining discrepancies further underscore that lack of clarity. The conditional approval authorizes 53 campsites consisting of 18 dome structures, 9 treehouses, and 26 "sleeping shelters," together with limited accessory uses: a single accessory dwelling unit for employees, an event lawn, a barbecue pavilion, recreational equipment rentals, two playgrounds, three comfort stations, and a minimum of 67 parking spaces (including three ADA spaces). *Id.*

By contrast, the Project description reflects a materially different development program. It recharacterizes the 26 "sleeping shelters" as year-round "cabins," describes employee housing for nine full-time employees across two separate buildings (rather than the single approved accessory dwelling unit), and introduces additional amenities not addressed in the approval—including saunas and outdoor hot tubs at two comfort stations, a self-pour beer and wine wall at the barbecue pavilion, two electric shuttle vans, and electric bicycle rentals. **Ex. 5,** at 1.

The Project description also expands the function of certain approved features. For example, the event lawn is described as hosting "seasonal events and weddings offered only to guests and closed to the public," whereas the approval merely references an "event lawn" without defining its use. *Id.* This raises additional ambiguity regarding the scope and intensity of activities contemplated. *See* **Ex. 1**.

Additional inconsistencies compound the uncertainty. The approval requires a minimum of 67 parking spaces, yet the supporting transportation study accounts for only 59. The conceptual drainage report references 52 sites and 25 sleeping shelters, rather than the approved 53 campsites and 26 sleeping shelters. These discrepancies cast doubt on the actual scale and configuration of the approved project.

Taken together, these are not minor inconsistencies. They go to core components of the Project, including whether a lodge is approved at all, the nature of the lodging units (sleeping shelters versus cabins), the configuration of employee housing (one ADU versus two buildings), the scope of amenities, parking compliance, and overall site layout. As a result, the administrative record does not clearly establish what development the County has actually approved.

E. The Decision cannot be sustained because the mandatory findings cannot be made.

Under DCCDC 20.614.040, the Director must evaluate each of the required findings for Major Design Review before approval may be granted. The Code mandates that the decision-maker evaluate the Project's compatibility with the Master Plan and applicable zoning regulations. DCCDC 20.614.040(A), (G). The Applicant has not met—and cannot meet—this required finding.

The Applicant's justification for Finding 1 states that "[d]eveloped campgrounds are an allowed use within this designation" and that "[t]he project proposes 53 campsites, including dome structures, treehouses,

and sleeping shelters, all serving transient guests consistent with the recreation intent." **Ex. 5,** at 2. This conclusory assertion assumes the very issue in dispute—whether the Project qualifies as a "developed campground"—without analyzing whether the proposed structures and amenities satisfy the code definition. Structures with full-sized bathtubs, couches, closets, and patio sets are not "campsites" under any reasonable interpretation of the DCCDC.

Because the threshold finding of zoning consistency cannot lawfully be made, the Design Review must be denied as a matter of law.

EXHIBIT 1

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Tom Dallaire, P.E., CFM
Director

TEL 775-782-6201 / FAX 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement Division
Vacation Home Rental Division
Stormwater Division
Economic Vitality Division

April 27, 2026

FILED
Date: 4/27/2026
Douglas County
Community Development
Minden, NV
By: CTZepeda / Clerk

Jamie Schmidt
JLS-Development
14400 Lear Blvd.
Reno, NV 89506

RE: Design Review DP25-0184 for a Developed Campground consisting of 53 campsites, accessory uses including a clubhouse and one accessory dwelling unit for employees. The subject parcel is approximately 9 acres with proposed access off of Elks Point Rd, southwest of Dorla Ct and bordering Highway 50 on the northeast boundary. The parcel is in the S-070B (Sports-oriented in the Rabe Planning Area) zoning district in the Tahoe Basin. APN: 1318-22-001-013.

Dear Ms. Schmidt:

The Douglas County Community Development Department has conditionally approved Design Review DP 25-0184 for 53 campsites (18 dome structures, 9 treehouse (on the ground), 26 sleeping shelters and 3 comfort stations (bathrooms/showers). The project will include an event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees.

This project was presented before and approved by the Tahoe Regional Planning Agency (TRPA) Governing Board on September 17, 2025.

Douglas County Code (DCC), Title 20
Douglas County Design Criteria and Improvement Standards (DCDCIS)

THE APPLICANT/OWNER SHALL COMPLY WITH THE CONDITIONS OF APPROVAL LISTED BELOW.

1. Applicant shall, at a minimum, obtain reviews/approvals from the following agencies for the improvements contemplated by the Design Review application:
    a. Douglas County General Building Permit
    b. Douglas County General Engineering Permit
    c. Tahoe Douglas Fire District
    d. Nevada Department of Transportation
    e. United States Forest Service
    f. Kingsbury Grade General Improvement District
    g. Douglas County Lake Tahoe Sewer Authority

The following conditions must be met concurrently with the submittal of a Site Improvement Permit or Building Permit application:

Building:

2. Plans submitted shall be designed to the following Codes:
    - 2024 Northern Nevada Code Amendments www.nnicc.org
    - 2024 International Building Code (IBC)
    - 2024 International Residential Code (IRC)
    - 2024 Uniform Mechanical Code (UMC)
    - 2024 Uniform Plumbing Code (UPC)
    - 2023 National Electrical Code (NEC)
    - 2024 International Existing Building Code (IEBC)
    - 2024 International Energy Conservation Code (IECC)
    - 2024 International Fuel Gas Code (IFGC)
    - 2024 International Mechanical Code (IMC)
    - 2024 International Swimming Pool and Spa Code (ISPSC)
    - 2024 International Fire Code (IFC)
    - 2024 International Urban Wildlife Interface Fire Code (WUI)
    - International Code Council A117.1-2017 Standards for Accessible and Usable Building and Facilities
    - Hazard Map Link: https://ascehazardtool.org/

Planning:

3. Provide evidence that the GIS Department has approved any new street names or addresses.

4. Submit revised site and architectural plans for review and approval. The plans must be in conformance with the (DCC), Title 20, and the (DCDCIS) including the following project specific items:
    a. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer. Landscape and irrigation plans must be consistent with both the DCDCIS and DCC, Title 20, Chapter 20.694 and Section 20.692.080 (D). A minimum 50-foot landscaped buffer is required adjacent to private lands (northerly boundary that abuts the commercial development on Dorla Ct.).
    b. Identify the location and dimensions of all exterior utility meters, transformers, rooftop equipment, roof access ladders, satellite dishes, HVAC equipment, solar panels, and other utility or mechanical equipment.
        i. All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.
    c. Trash enclosure details. Trash enclosures must comply with the standards set forth in Part I, Appendix A, of the DCDCIS, or applicable agency. Per recommendation from the Tahoe Interagency Bear Team (TIBT), bear boxes should be installed at the BBQ pavilion and other shared common areas.
    d. Bike rack location and detail plan. A minimum of **four (4)** bicycle rack spaces must be provided in accordance with DCC, Title 20, Section 20.692.080 (E).
    e. The driveway approaches shall be denoted to a minimum depth of 10 feet with interlocking pavers, stones, or other similar treatments.
    f. Each campsite shall be clearly defined and abut a driveway or other clear area with unobstructed access to an interior road.
    g. Interior access roads providing for continuous forward movement, connecting with a street or highway, and having a minimum width of 20 feet for a one-way street system and 30

feet for a two-way pattern. All driveways shall be hard surfaced with A/C paving, well-marked in daylight and lighted at night with at least the equivalent of a 100-watt lamp for each 100 feet.

5. All roof-mounted or elevated equipment must be fully screened from all sides of the building by means of parapet walls that are at least as high as the top of the units or other acceptable architectural elements.

The following conditions must be met at the time of the submittal of a Site Improvement Permit. To be submitted electronically through online portal. For any questions, please email Engineering@douglasnv.us:

Engineering:

6. Submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the DCDCIS including the following project specific items:
   a. Plans and reports shall comply with all local, state, and federal standards, including but not limited to the standards set forth in Chapters 20.04, and 20.800 to 20.840 of the Douglas County Code.
   b. Civil improvement plans must be submitted in conformance with Division 2.
   c. Construct internal roads to the Rural Local Road Section Detail A02.
   d. Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application, these must be bound to the civil plan set. It is the Design Engineer's responsibility to ensure no conflicts between the utilities.
   e. Final technical drainage report and plans must meet the requirements of Division 6 and Appendix D. The plans must show all necessary drainage easements and identify them as private.
   f. Final soil (geotechnical) report and plans must meet the requirements of Division 8.

7. Submit a receipt from the Nevada Division of Environmental Protection (NDEP) indicating that applications for commercial septic system(s), well(s), and all water main extensions have been made.

8. Provide evidence that the Nevada Department of Transportation (NDOT) has reviewed and approved any development within their jurisdiction.

Planning:

9. Comply with conditions placed on the permit (File # ERSP2024-1277) by the Tahoe Regional Planning Agency (attached), as well as recommendations by TIBT (also attached).

10. Submit a lighting plan in conformance with the DCC, Title 20, and DCDCIS plan showing the location, type, and detail of all exterior light fixtures as follows:
    a. Exterior lighting (photometric) plan consisting of point-by-point foot candle layout (based on a ten-foot grid center) extending a minimum of 20 feet outside the property lines required by the director shall be prepared by an electrical engineer registered in the state.
    b. Lighting must be placed so light does not spill over onto abutting properties.
    c. Light sources must be contained entirely within the fixture housing and be directed downward.
    d. Light bulbs must be completely recessed within the fixture or within the ceiling of a structure, such that there is less than 90-degree candle luminance cutoff and no excess light spillover into neighboring properties.

e. The maximum parking lot fixture height is 15 feet within 100 feet of a residential zoning district and 25 feet in all other areas.
f. Exterior lighting for hillside development may require additional measures for shielding.
g. Lights identified as "Night Sky Friendly" are preferred.

The following conditions must be completed prior to the issuance of a Site Improvement Permit or Building Permit:

Engineering:

11. Prior to the issuance of a building permit provide receipts showing the water and sewer connection fees have been paid from:
    a. Kingsbury Grade General Improvement District
    b. Douglas County Lake Tahoe Sewer Authority

Building:

12. The applicant must submit plans to the respective Fire District for review and obtain approval.

The following conditions must be completed prior to the issuance of a Notice of Completion or Certificate of Occupancy:

Engineering:

13. For drainage that does not cross property lines and does not convey public water, submit a copy of a recorded deed restriction stating the following:

    "On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to ensure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County".

14. Provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for public utility easements, private drainage easements, or other easements. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor.

15. A private drainage easement shall be recorded through legal description and exhibit along with a separate document to address dominant and servient estates, what the easement is for, and what restrictions apply.

Planning:

16. Provide handicapped parking spaces, access aisles, loading zones, and ramps that comply with the Americans with Disabilities Act (ADA) and CABO/ANSI standards. The applicant is solely responsible for compliance with all ADA standards. The minimum number of parking spaces required is 67, therefore a minimum of 3 ADA parking spaces is required.

17. Perimeter landscaping along the interior property lines must be separated from the adjacent property by use of a concrete curb or an at least one-inch thick redwood header board.

The following conditions are General Conditions applicable throughout the life of the project:

Engineering:

18. Maintain all on-site storm drainage facilities. Obstructing the flow or altering the course of a drainage channel is prohibited unless permitted by an authorizing agency.

Planning:

19. Each park constructed, operated and licensed, shall be limited solely and only to recreational vehicles, and shall not be converted or used as a manufactured home park without full compliance of all requirements governing manufactured home parks.

20. Each campground permittee shall perform faithfully the following:
    a. Keep and maintain a register in duplicate of all trailers and occupants located within the park at all times. This register shall contain:
        i. Name of each occupant;
        ii. License number, as well as the state issuing the license, make, model and year of each motor vehicle parked or stored;
        iii. Dates of arrival and departure of each motor vehicle;
        iv. A register shall be available at all times for inspection by law enforcement officers and others whose duties require such information. One copy shall accompany each quarterly payment, the other shall not be destroyed for a period of one year following date of departure;
    b. Maintain the park in a clean, orderly and sanitary condition at all times, and see that the provisions of this chapter are adhered to and enforced;
    c. Occupancy limited to a transient basis.

21. No use authorized by this Design Review shall be enlarged, extended, increased in intensity, or relocated. Any request for modifications to the approved Design Review must be submitted to the Community Development Department for review. All modifications must be clouded or otherwise identified on the plans and within the revision block. All revisions are subject to applicable review requirements and fees.
    a. Exterior lighting may require shielding, replacement, or removal of fixtures as necessary to reduce significant off-site impacts of lighting.
    b. Modified landscaping plans must be sealed and signed by their preparer, prior to installation and final inspection.

22. The applicant must perpetually maintain all landscaping. Plants must be removed and replaced if dead or diseased and planter borders and concrete curbing must be promptly removed and replaced if damaged. All landscaped areas abutting driveways, drive aisles, parking stalls, etc. must be protected by a standard Type 1 concrete curb.

23. No signs are approved for this project. The applicant must submit a sign review application to TRPA and a building permit submittal to the Community Development Department.

24. Maintain the site free of weeds, trash, and other debris.

25. Paint all metal doors, downspouts, and other exposed metal surfaces (e.g. delivery doors, roof flashings, etc.) with a non-glossy paint to match the exterior color of the building. Metal surfaces

that are glossy when new but designed to weather and gain a patina with age are not required to be painted.

26. If any damage to existing roads is caused by the transporting of construction equipment or materials by the applicant or any contractor of the applicant, the applicant must repair the roads to their prior condition upon notification in writing by the Community Development Department.

This is the final decision regarding your Development Application for a Design Review. This approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with DCC.

Should you challenge any portion of this decision, you have until 4:00 PM, 10 working days from date of the letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please call or email me at (775) 782-6209 or ldoherty@douglasnv.us.

Sincerely,

Linda Doherty

Linda Doherty, Assistant Planner
Douglas County Community Development

EXHIBIT 2

womblebonddickinson.com

Samantha Vanillo
Associate
Direct Dial: 775.321.3443
Direct Fax: 775.823.2929
Samantha.Vanillo@wbd-us.com

WOMBLE BOND DICKINSON

Womble Bond Dickinson (US) LLP
One East Liberty Street
Suite 300
Reno, NV 89501-2128

Linda Doherty
Douglas County Planning Division
1594 Esmeralda Av.
Minden, NV 89423
ldoherty@douglasnv.us

April 27, 2026

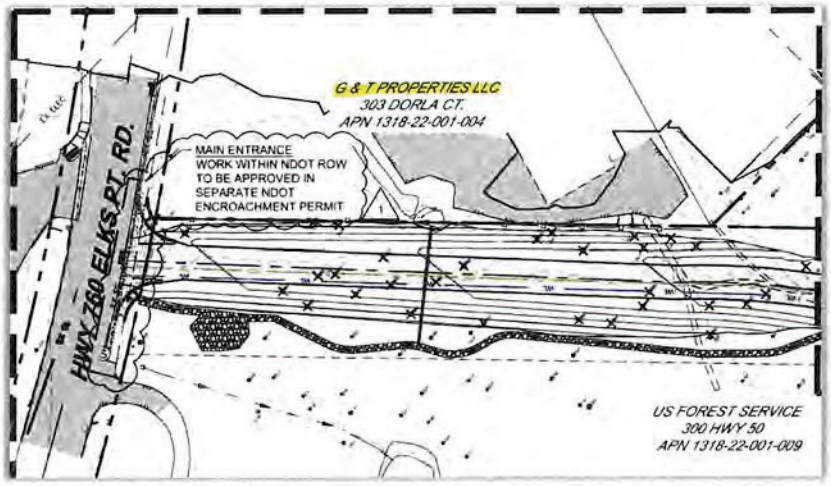
SENT VIA EMAIL

RE: Talaz (Globetrotters Properties, LLC) – Major Design Review for APN 1318-22-001-013 | 176 U.S. Highway 50, Zephyr Cove, Nevada

Dear Ms. Doherty:

Our firm represents G & T Properties LLC ("G & T"), which owns a neighboring property directly affected by the proposed Talaz "Developed Campground" / Eco-Camp project at 176 U.S. Highway 50 (APN 1318-22-001-013) ("Talaz Application"). We hereby notify the Planning Division that G & T objects to the Talaz Application for the "Developed Campground," and requests that Douglas County deny the Application based on multiple legal and procedural deficiencies.

G & T owns 303 Dorla Ct. (APN 1318-22-001-04), which borders the main entrance road to the project from Highway 760. G & T relies on this access, and increased traffic from glamping visitors negatively impacts their use, enjoyment, and access to the property.



Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebonddickinson.com/us/legal-notice for further details.

The Talaz Application misrepresents the project as a campground instead of resort-style accommodations, contains internal inconsistencies, and does not meet Douglas County or TRPA requirements. If a permit is issued, G & T will seek all available administrative and legal remedies, including appeal and judicial review.

I. The Project is Mischaracterized as a "Developed Campground"

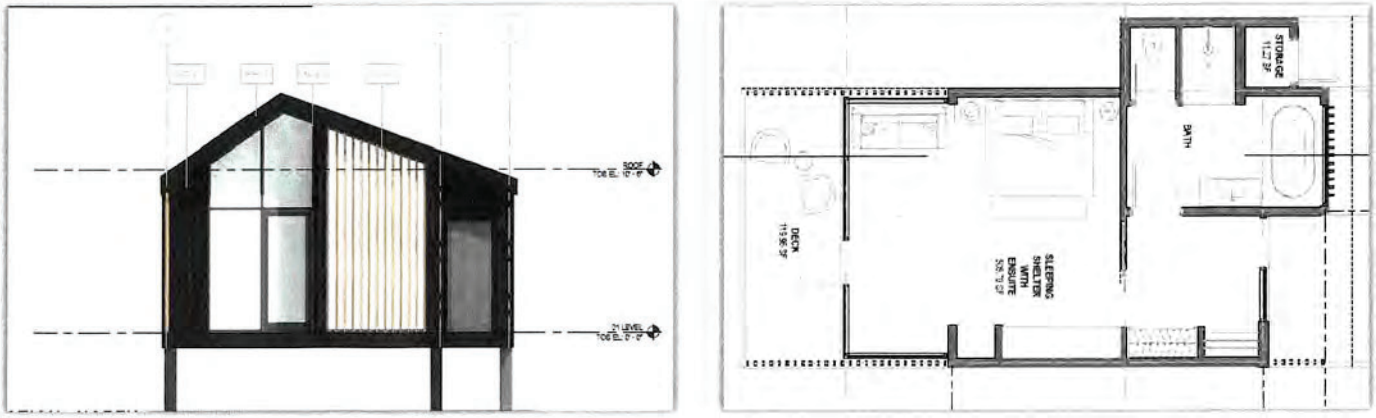
The Talaz Application labels the project as a "developed campground," but the project description, plans, and amenities provide for a resort-style transient lodging campus, not a "developed campground" as defined by TRPA's Code of Ordinances ("TRPA Code") or Douglas County Consolidated Development Code ("DCCDC").

TRPA defines a "developed campground" as a premises for temporary occupancy by campers traveling by motorized vehicle and containing typical campsite facilities such as parking areas, picnic tables, grills, restrooms, and limited utilities. TRPA Code, Table 21.4-A; DCCDC 20.703.130 (adopting TRPA Code). The TRPA Code does not contemplate permanent cabin-style accommodations and a central hotel-style lodge with a "community" kitchen, which is what the Talaz Application proposes.

The Talaz Application proposes:

- 26 year-round cabins that include a full-sized bed, couch, closet, and, many of which also include bathrooms with a shower and bathtub;
- 9 year-round "treehouse" units that do not appear to be attached to any trees but rather standalone structures also resembling cabins, which also have full-sized beds, couches, closets;
- 18 seasonal dome structures that are similar to large yurts;
- a massive clubhouse/lodge with communal kitchen, conference rooms, and remote-work space;
- amenities including saunas, hot tubs, beverage/lounge areas, event and wedding space; and
- employee housing.

The project's conceptual designs go well beyond a standard developed campsite, offering sleeping shelters with full-size bathtubs, furniture, and patio sets—eliminating the need for traditional camping gear.



"Sleeping Shelter"

Even worse, the applicant attempts to pass off the foregoing structure as a "clubhouse," when it is plainly a hotel-style lodge. This space includes hotel amenities, such as conference areas and remote-work spaces, and bed-and-breakfast style amenities, such as a shared kitchen.



"Lodge"

This Talaz "campground" bears little resemblance in character or intensity to a vehicle-or tent-oriented campsite. Instead, it closely aligns with the TRPA definition of "[h]otel, motel, and other transient dwelling units," which includes commercial lodging establishments or cabins providing overnight lodging for the general public. TRPA Code, Table 21.4-A. That use category, however, is only allowed in areas designated for Tourist Accommodations—not in the applicable recreation zoning governing this parcel. DCCDC Table 20.702.2B (PAS 067-074, use tables) (providing that tourist accommodations are not permitted in S-070B zoning).

II. The Project is Prohibited in the Applicable Zoning District

The subject parcel is located within TRPA Plan Area Statement 070B (RABE) and the Douglas County Tahoe Planning Area S-070B (Recreation), as shown in **Exhibit 1**. Douglas County Consolidated Development Code adopts the use definitions set forth in TRPA Chapter 21. *See* TRPA Code, Table 21.4-A; DCCDC Table 20.702.2B(II); DCCDC 20.702.050. If a primary use is not expressly permitted within the applicable Plan Area Statement, it is prohibited. TRPA Code 21.2.4; DCCDC 20.702.050.

Based on the project's proposed cabins, year-round lodging program, and resort-style amenities the project is properly classified as commercial transient lodging. Douglas County Consolidated Development Code defines "Campground" to include overnight occupancy "on a transient basis," including the use of "tents and recreational vehicles." DCCDC 20.660.060(B). Undoubtedly, the project far exceeds the scale and intensity of lodging associated with tents or recreational vehicles. Rather, the project falls squarely within the definition of a "resort lodge, conference center, or guest ranch," defined as a facility consisting of a single building or resort, with or without individual kitchens, that serves as a destination for visitors and generally includes accessory recreational facilities for guest use, including hunting, fishing, and skiing. DCCDC 20.660.060(D). In any event, the project cannot be classified as "recreational" use, because that category does not permit overnight or lodging facilities of any kind. DCCDC 20.660.090 (identifying recreational uses to include equestrian facilities, golf courses, health clubs, racing facilities, parks, ski areas, or indoor

gun ranges; even where the code provides for outdoor recreation "night use" use is limited to outdoor *activities* but does not extend to overnight lodging.).

The project is not a vehicle or tent-oriented campsite—it is a "[h]otel, motel, and other transient dwelling units." *See* TRPA Code, Table 21.4-A; DCCDC 20.702.050; DCCDC Table 20.702.2B (PAS 067-074, use tables) (providing that tourist accommodations are not permitted in S-070B zoning). Because the project's primary use is commercial transient lodging—not camping—and such use is not permitted within S-070B zoning, the project is prohibited under the Douglas County Consolidated Development Code. DCCDC Table 20.702.2B(II). As a result, the applicant cannot satisfy the mandatory findings required for Major Design Review approval under DCC 20.614.040(A) and must be denied as a matter of law.

III. Improper Reliance on Accessory-Use Provisions for Employee Housing

The application also improperly relies on TRPA Code 21.3 to justify employee housing as an accessory "dwelling unit." TRPA Code expressly provides that no accessory use may be permitted without a related existing or approved primary use on the same parcel. Further, an accessory use must be incidental or secondary to and may not change the character or intensity of the primary use. TRPA 90.2; DCCDC 20.703.095. Douglas County Consolidated Development Code 20.703.130 provides a list of primary uses and definitions, under this section, employee housing is allowed as a primary "[r]esidential" use. Accessory uses are intended to be incidental to the primary use. As a primary residential use, employee housing cannot be treated as an accessory recreational use. Moreover, "employee housing" is a prohibited use in S-070B zoning. *See* DCCDC 20.702.050; DCCDC Table 20.702.2B (PAS 067-074, use tables).

Even if the project were a lawful campground (which it is not), the scope and intensity of the employee housing would not qualify as incidental or secondary. In addition, TRPA's examples of accessory recreational uses exclude employee housing.[1] The accessory-use framework therefore cannot cure the underlying land-use inconsistency.

IV. Failure to Obtain Required Special Use Permit

Assuming the Planning Division intended to interpret the area use under Douglas County Consolidated Development Code's Private Recreation (PR) zoning provisions as opposed to S-070B, the project still falls short. *See* DCCDC 20.650.010. Development of a campground within PR zoning requires a Special Use Permit, which has not been applied for or processed. *See* DCCDC 20.658.020.060(B); DCCDC 20.660.060(B). Additionally, the Douglas County Consolidated Development Code mandates that "campground" density be established through a "special use permit" and further subjects the development to additional standards set out in DCCDC 20.668.040.

[1] TRPA provides specific examples of secondary "recreational" uses, which explicitly exclude employee housing, including: garages, emergency facilities, child care, related commercial sales and services such as ski shops, pro shops, marine sales and repairs, parking lots, maintenance facilities, swimming pools, tennis courts, *employee facilities other than housing*, accessory dwelling units, outdoor recreation concessions, bars and restaurants. TRPA 21.3 (emphasis added).

Because no Special Use Permit application has been submitted, the County should reject the Talaz Application as incomplete and improperly filed. *See* DCCDC 20.604.060; DCCDC 20.614.040(A).

V. Material Inconsistencies and Unresolved Prerequisite Approvals

Additional defects independently preclude approval, including:

- **Material inconsistencies regarding employee housing**:[2] The Talaz Application conflicts with TRPA's staff report concerning the number, configuration, and capacity of employee units; and
- **Lack of demonstrated NDOT approval:** NDOT has not approved Highway 50 for emergency access, which is identified as a special condition in the draft TRPA permit. *See* Draft Permit, Special Condition K.

TRPA's draft permit expressly recognizes that TRPA approval does not compel Douglas County approval. The County must independently determine whether it can make all required findings under its own Code. On the current record, it cannot because the project far and exceeds the bounds of what is allowable within S-070B zoning. The Applicant cannot be allowed to move this application forward under the guise of a "developed campsite" when it functions as a resort-style facility and should be regulated as such.

G & T respectfully requests that Douglas County deny the application. If the County approves the permit notwithstanding these defects, this letter serves as notice that G & T will pursue an administrative appeal and further judicial review as allowed by applicable law.

Please do not hesitate to contact me if you have questions or require clarification.

Sincerely,

Samantha Vanillo

Samantha Vanillo
Womble Bond Dickinson (US) LLP

[2] The project description includes employee housing for 9 employees in two separate buildings, while TRPA's staff report/draft permit describes one 3-bedroom accessory dwelling unit (ADU) with capacity for up to 9 employees, deed-restricted for onsite employee housing.

EXHIBIT 1

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire, P.E., CFM
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Stormwater
Code Enforcement
Vacation Home Rentals

March 27, 2026

Samantha Vanillo
1 E Liberty St., Ste. 300
Reno, NV 89501

RE: Zoning Verification Letter, 2026-DP-ZDL-0002, for Assessor's Parcel Number (APN): 1318-22-001-013

Ms. Vanillo:

This letter serves to verify that zoning for APN 1318-22-001-013 is located within the Tahoe Basin and zoned S-070B which is identified as primarily sports-oriented or recreation character within the RABE local plan area.

Please click on following link for further description of acronym:
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.020DEZODI

Please click on the following link for use table for the RABE plan area (S-070B):
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.050USPLARSTAR

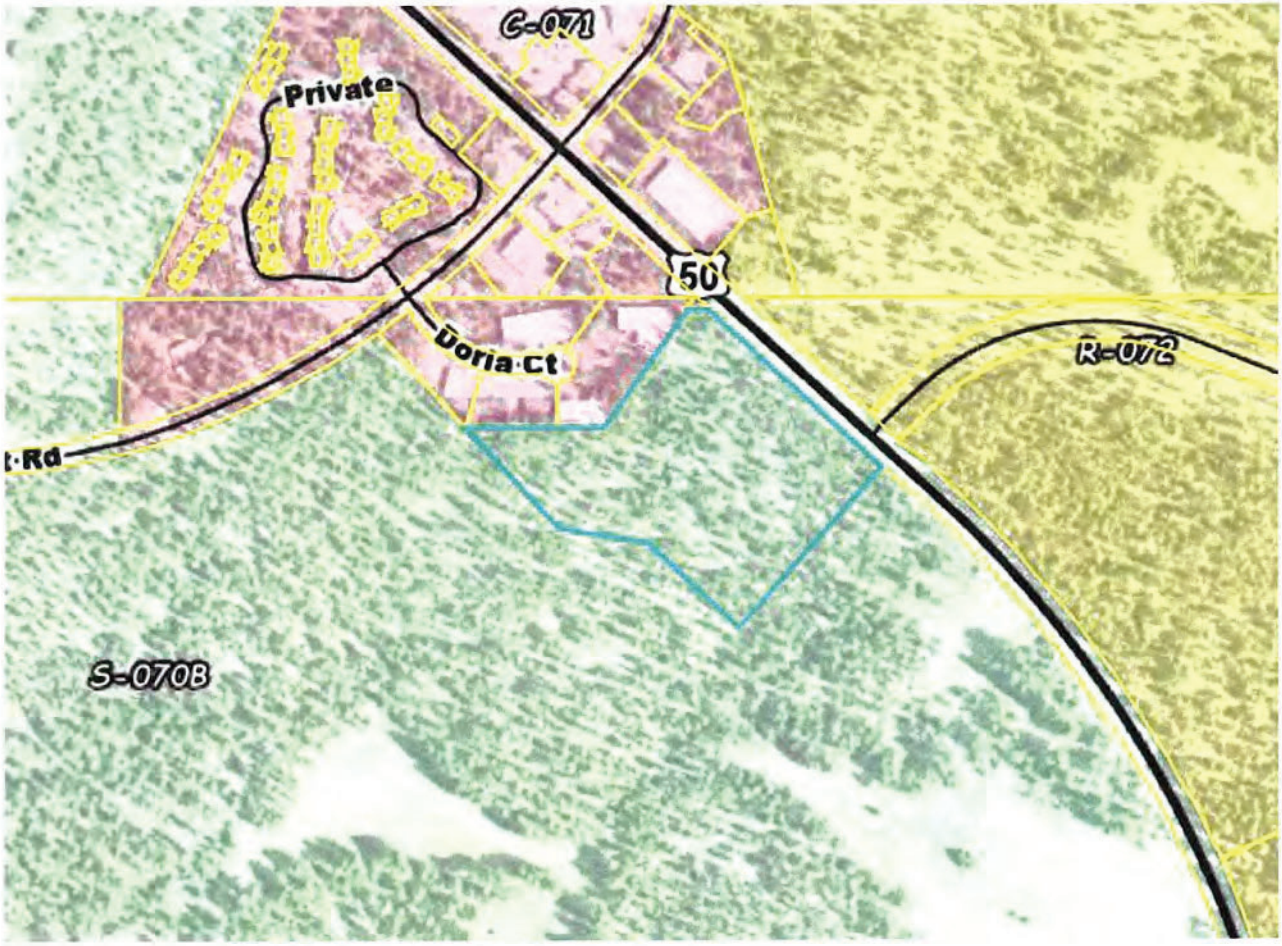
Included with this ZDL is the pdf to the RABE Plan Area Statement (PAS). It can also be found under Local Plans Map on the Tahoe Regional Planning Agency (TRPA) website:
https://www.trpa.gov/regional-plan/local-plans-map/

The ZDL is ***only*** for verification of zoning and flood zones. The adjacent parcels to APN 1318-22-001-013 are the Round Hill Community Area Plan (C-071), and local area plan Round Hill/Tahoe Dempsey (R-072),

The flood zone designation for this parcel is D.
Douglas County Code Appendix A: "Flood zone D": Areas in which flood hazards are undetermined, but possible.



Below is a snippet of the zoning designation for the parcel you requested.



If you have any questions, please email planning@douglasnv.us or call 775-782-6200 option #4.

Sincerely,
Planning Staff
Douglas County Community Development

EXHIBIT 3

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire, P.E., CFM
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Stormwater
Code Enforcement
Vacation Home Rentals

March 27, 2026

Samantha Vanillo
1 E Liberty St., Ste. 300
Reno, NV 89501

RE: Zoning Verification Letter, 2026-DP-ZDL-0002, for Assessor's Parcel Number (APN): 1318-22-001-013

Ms. Vanillo:

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Please click on following link for further description of acronym:
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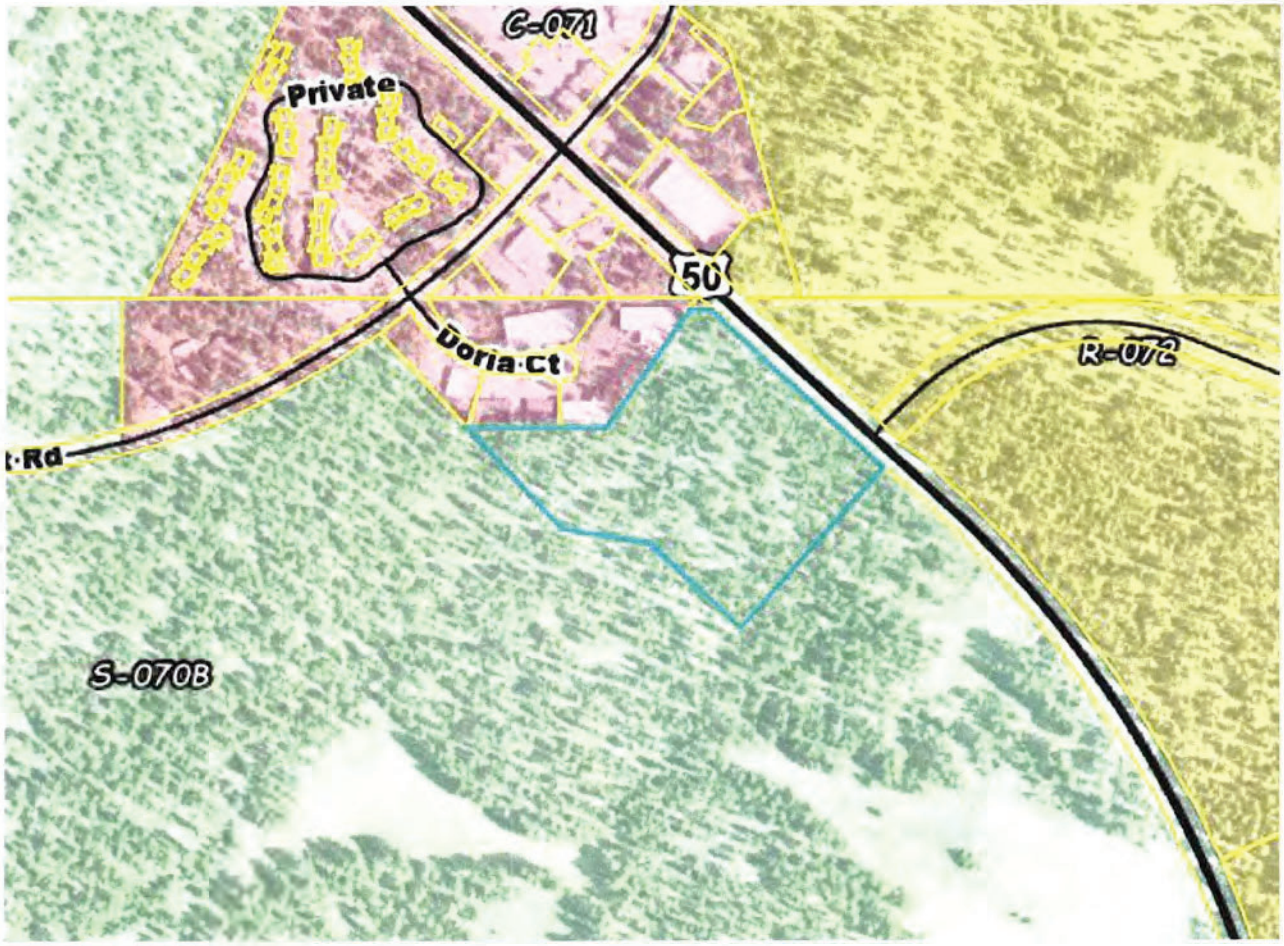
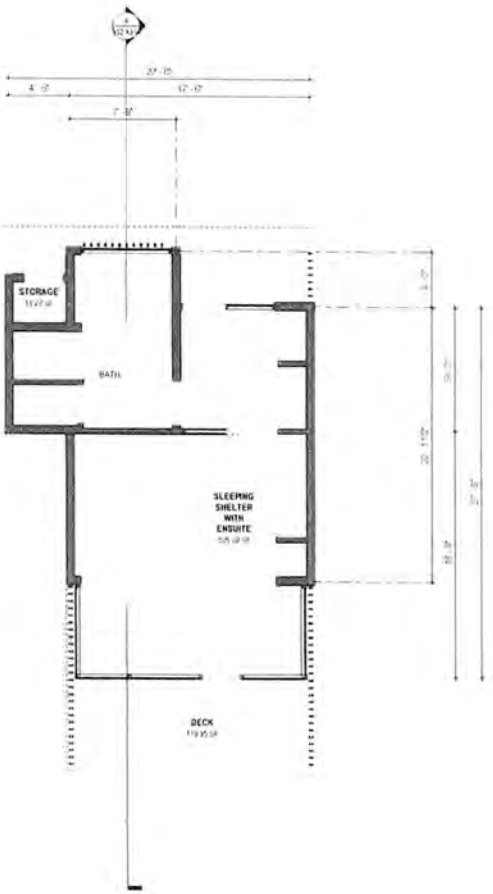


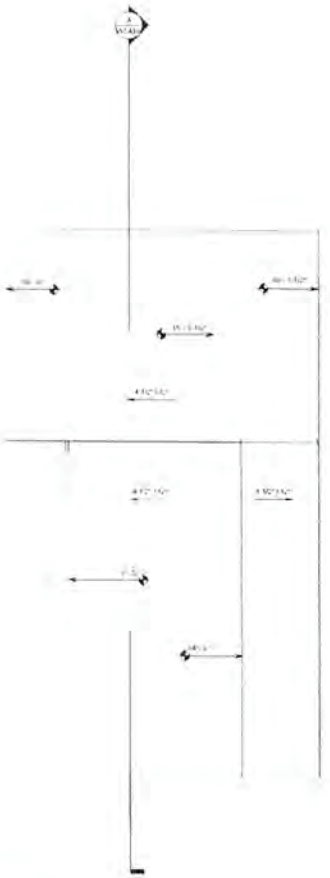
If you have any questions, please email planning@douglasnv.us or call 775-782-6200 option #4.

Sincerely,
Planning Staff
Douglas County Community Development

EXHIBIT 4



1 LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

ARCHITECTS
www.sb-architects.com
415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990
A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

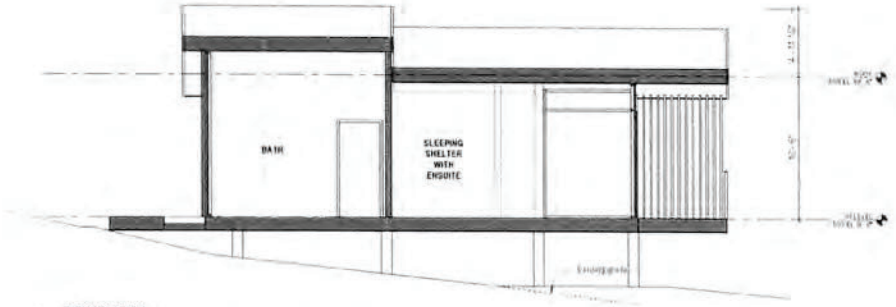
No.	Description	Date

Project No. 23009

Sleeping Shelter (Ensuite) - Floor and Roof Plan

Sheet No.
SS2-A2.01

Autodesk Docs://23009 - 376 Highway 50 Lodge A_23009_SleepingShelterEnSuite_R22.rvt
6/13/2025 5:52:20 AM



A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
1/4" = 1'-0"



2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHOU SUGI BAN



WD-02 WOOD WESTERN RED CEDAR

SL-01 BOARD-FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY

SL-01 VISION GLASS



MT-01 STANDING SEAM METAL ROOF

ARCHITECTS
www.ab-architects.com
415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990
A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

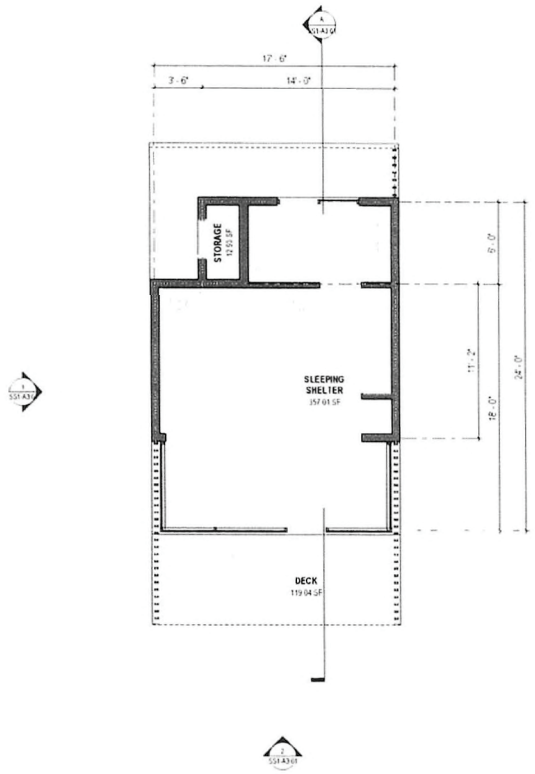
No.	Description	Date

Sheet Title: **Sleeping Shelter (Ensuite) - Section and Elevation**

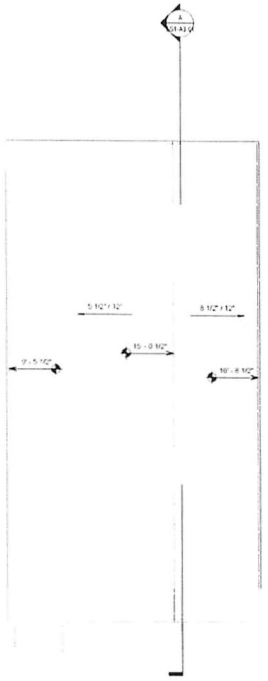
Project No: 23009

Sheet No: **SS2-A3.01**

6/11/2025 8:52:36 AM Autodesk Docs://23009 - 176 Highway 50 Lodge A_23009_SleepingShelterEnSuite_R22.rvt



1 FLOOR PLAN - LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

ARCHITECTS
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San Francisco, CA 94111
T 415/673-8990
A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No	Description	Date

Sheet Title: Project No: 23009

Sleeping Shelter (detached bathroom) - Floor and Roof Plan

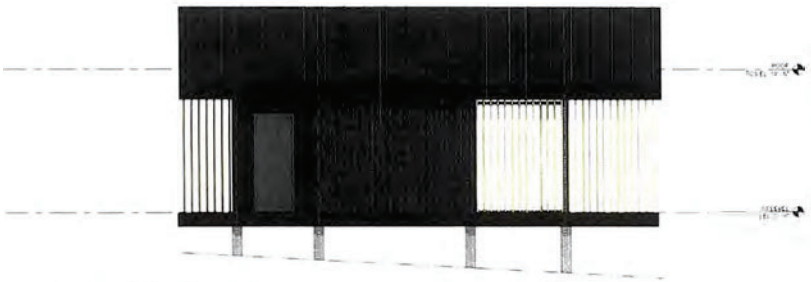
Sheet No:

SS1-A2.01

6/11/2025 8:44:35 AM Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelter_R22.rvt



A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"



WD 01 WOOD SIDING (VERTICAL) - SHOU SUGI BAN



WD 02 WOOD WESTERN RED CEDAR

CC-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINUM - DARK GRAY

GL-01 VISION GLASS



PR-01 STANDING SEAM METAL ROOF

ARCHITECTS

www.sb-architects.com

415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990

A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No	Description	Date

Project No: 23009

Sleeping Shelter (detached bathroom) - Section and Elevation

SS1-A3.01

6/11/2025 8:45:03 AM Autodesk Docs://23009 - 176 Highway 50 Lodge A_23009_SleepingShelter_R22.rvt

EXHIBIT 5

Talaz Eco-Camp Project

Project Description:

The proposed project is an innovative campground with the intent to provide a unique and eco-friendly experience to recreation enthusiasts seeking to enjoy Lake Tahoe's natural environment. The sustainability-focused campground will consist of permanent glamping shelters, facilities, amenities, and accessory uses. The glamping units have been consciously designed to accentuate and connect guests to the natural beauty of the site. The project will preserve the natural surrounding environment, while taking advantage of the outdoor adventures of nearby hiking/biking trails, lake activities and winter sporting opportunities.

The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 site per acre, or a maximum of 72 sites for this property. The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 fulltime employees will be provided onsite as an accessory use in two separate buildings. Likely reduced to 6 total employees outside of high season. With housing on site and e-bikes provided, three total spaces will allotted to employees. Code also states 1-2 spaces per employee housing unit, so 2 standard spaces and 1 ADA space for the two units.

Facilities / Amenities Include:

1. Clubhouse: communal kitchen, wellness multipurpose room, edible garden on balcony, digital nomad space, conference room, communal eating area, caterer's kitchen, and educational wall for guests on sustainable and eco-friendly practices of the campground

2. Three comfort stations: communal restroom and showers, two of the three comfort stations will additionally include a sauna and outdoor hot tub.

3. Event lawn: multipurpose use for seasonal events and weddings offered only to guests and closed to the public.

4. Barbecue pavilion: communal grill space, self-pour beverage wall and lounge area. The space can also be used for catering services.

5. Recreational equipment rentals: stand up paddleboards, sleds, kayaks, and electric bike rentals to guests.

6. Fire pits and two nature-inspired playgrounds.

7. Shuttles: two electric shuttle vans will be available to campground guests with service to / from the airport, skiing, shopping, restaurants, beaches, etc.

The location is ideal for a campground and access to outdoor recreation. The site is easily accessible to the paved multi-use trail to Nevada Beach, Round Hill Pines Beach, Stateline and

the Round Hill Shopping Center. Guests will be encouraged to rely on non-motorized travel options rather than personal vehicles.

The site is undeveloped with slopes ranging from 2% to 30% and steeper in rocky areas. The property's land capability consists of Classes 2, 4 and 6 lands. Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Douglas County Major Design Review Findings

Finding 1: Consistency with the Douglas County Master Plan and Zoning Ordinance

Finding: The proposed Eco-Camp project is consistent with the policies and land use designations of the Douglas County Master Plan and applicable zoning district regulations.

Justification:
The project site is located within the Rabe Meadow Plan Area Statement (PAS 070B), designated as *Recreation*. Developed campgrounds are an **allowed use** within this designation. The project proposes 53 campsites, including dome structures, treehouses, and sleeping shelters, all serving transient guests consistent with the recreation intent. The design and layout align with Master Plan policies promoting sustainable tourism, outdoor recreation, and environmentally responsible development. The proposal also meets applicable standards for density (53 units within the allowable 72) and building height (proposed range 10'–23', below the maximum of 30'–38').

Finding 2: Compatibility with Surrounding Land Uses and Community Character

Finding: The project is compatible with existing and planned land uses in the surrounding area and maintains the character of the Rabe Meadow recreation corridor.

Justification:
The site is adjacent to existing recreation uses such as Zephyr Cove Campground, Nevada Beach Campground, and 4-H Camp Tahoe. All of which are not enough to support the campground demand as reservations must be made the previous season to secure a spot. Nevada Beach is walking distance and receives upwards of 1M visitors during the season. The design integrates natural materials, muted tones, and low-profile architecture to minimize visual impacts along U.S. Highway 50—a TRPA-designated scenic travel route. Structures are dispersed among existing trees to preserve natural screening and maintain the forested character. Noise, lighting, and activity levels are compatible with nearby recreation facilities.

Finding 3: Adequacy of Infrastructure, Access, and Public Services

Finding: Adequate public facilities, access, and utilities are available to serve the project without adversely impacting existing services.

Justification:
The project has secured *will-serve letters* from KGID (water), NV Energy, Southwest Gas, DCSID (wastewater), Charter/Spectrum, and Frontier. Access is provided via Elks Point Road with sufficient sight distance and turn lanes meeting Douglas County and NDOT standards. The project provides 59 parking spaces (meeting code) and internal circulation via stabilized gravel drives. A dedicated employee ADU provides on-site staff presence/housing for operational safety. The project's VMT (615) is well below the 715-screening threshold, ensuring no significant transportation impacts. Two electric shuttle vans and 30 complimentary e-bikes further reduce vehicle dependency.

Finding 4: Environmental and Scenic Resource Protection

Finding: The project protects natural features and scenic resources and minimizes land disturbance and tree removal to the extent feasible.

Justification:
The nine-acre parcel lies on high-capability land with limited slope disturbance. A *Tree Removal Plan* was prepared consistent with TRPA Code, authorizing selective removal of 226 trees (≥14" DBH) on-site and 54 within the access easement. Removal is balanced with replanting and restoration commitments. Scenic analysis demonstrates compliance with TRPA scenic thresholds for both east- and westbound Highway 50 travel routes. Site-wide BMPs include infiltration basins, permeable surfaces, and vegetative buffers to manage stormwater runoff and protect Lake Tahoe's clarity.

Finding 5: Protection of Public Health, Safety, and Welfare

Finding: The project will not adversely affect the public health, safety, or general welfare.

Justification:
The project meets or exceeds Douglas County and TRPA fire and life safety standards. The Tahoe Douglas Fire Protection District provided pre-approval, and all structures will utilize non-combustible Wildland-Urban Interface (WUI) compliant materials. No wood-burning fire pits are proposed; only gas-fired, controlled appliances are permitted. Emergency access and turnaround areas meet NFPA and County standards. The site's proximity to U.S. Highway 50 ensures emergency response access within minutes.

Finding 6: Design Quality and Visual Compatibility

Finding: The architectural design, materials, colors, lighting, and landscaping contribute to a visually cohesive and aesthetically appropriate development.

Justification:
All structures are designed to harmonize with the surrounding forest and mountain environment

Natural and muted tones, limited lighting (shielded and dark-sky compliant), and clustered siting minimize visibility from scenic corridors. Landscaping emphasizes native species, low water use, and habitat continuity. The main lodge and comfort stations feature low rooflines and natural finishes, blending with the site's topography and vegetation.

Finding 7: Mitigation of Environmental and Infrastructure Impacts

Finding: All identifiable environmental and infrastructure impacts are mitigated to less than significant levels.

Justification:
TRPA and Douglas County mitigation requirements have been incorporated into the project design. Total required mitigation fees include $128,561 (water quality) and $127,479 (mobility), for a combined total of $276,035. Best Management Practices (BMPs), EV infrastructure (6 chargers, 2 electric shuttles), recycling systems, and a plastic-free policy collectively advance regional sustainability goals. The project supports the *Lake Tahoe Destination Stewardship Plan* through litter management, year-round recreation, and partnership with the Washoe Tribe for stewardship education.

Conclusion:
Based on the above findings and supporting documentation, the Talaz (EcoCamp) Developed Campground meets the required findings for approval under the Douglas County Consolidated Development Code (Title 20). The project promotes sustainable recreation, provides public benefit through environmental education and accessibility, and aligns with Douglas County's long-term goals for responsible tourism and economic vitality.

EXHIBIT 6

LSC Transportation Consultants, Inc.
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TECHNICAL MEMORANDUM

DATE: April 29, 2025

TO: Rachel Bowers, Globetrotter Properties

FROM: Leslie Suen, PE, LSC Transportation Consultants Inc.

SUBJECT: Round Hill Campground Limited Transportation Analysis

Per your request, LSC Transportation Consultants, Inc. has prepared a limited transportation analysis for the proposed campground located southeast of the shopping center at US 50 and Elks Point Road intersection in Round Hill Village, Nevada. First, the existing traffic conditions are presented. Next, the trip generation of the proposed project is estimated, and the following areas of impact are addressed: intersection level of service and vehicle miles traveled (VMT) analysis. Finally, the parking analysis is presented. The parking demand is then compared to the proposed parking supply.

LAND USES

The Round Hill Campground is nine acres of undeveloped land that will be developed into 53 camp sites and 1 accessory dwelling unit. These camp sites will be composed of 18 "dome sites", 9 "tree house" units, and 26 "sleeping shelters". The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed restricted for employee housing only.

In addition to the camp sites, a building designated "The Clubhouse" will host the check-in and check-out area, a communal work area, tapping into the "work from home trend" and enabling guests to extend their stays beyond weekend nights. The Clubhouse will have a retail area where guests can obtain packaged food, beverages, property logo merchandise, and sundry items. This space is also planned to include a communal kitchen and cooking area for guest use and for cooking class programming. This structure will include "back of house" (BOH), storage, and meeting space. Surrounding the building will be a deck for guest use as well as communal fire pits. A pavilion with a self-service vending area (including beer and wine) will be provided on-site.

Recreational amenities will be provided, such as a yoga platform. A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground.

A food truck will be parked on-site to provide additional food and beverage options for campsite guests. Two EV shuttles will be on-site and available for guests. In addition, a total of 6 EV charging stations will be available

for guest usage. All the above uses will only be available for guests of the campground and will not be available to the public.

Accessory Uses

According to the *TRPA Code of Ordinances - Section 21.3.2*, accessory dwelling units are defined as follows:

> *21.3.2. Accessory Dwelling Units (formerly Secondary Residences) Accessory dwelling units (ADUs) shall be considered an accessory use to the primary use it serves and may be permitted where the primary use is a permissible use. An accessory dwelling unit shall be considered a residential unit subject to the residential Figure 21.3.1-B: Example Tourist Accommodation Accessory Use Figure 21.3.1-C: Example Recreation Accessory Use CHAPTER 21: PERMISSIBLE USES 21.3 Accessory Uses 21.3.3 Local Utility Lines TRPA Code of Ordinances Adopted by Governing Board December 12, 2012 | Amended June 26, 2024 | Page 21-4 allocation limitations and transfer provisions. An accessory dwelling unit shall be eligible for a residential bonus unit provided it meets the requirements of Section 52.3.4. Accessory dwelling units shall not be considered in the calculation of density.*
>
> A. *Up to two accessory dwelling units per parcel shall be considered accessory uses where the primary use is a single-family or multi-family use and is a permissible use. These units may include a guest house or an affordable, moderate, achievable, or market-rate rental unit. They may be attached, within, or detached from the main dwelling. B.*
> B. *One accessory dwelling unit shall be considered an accessory use where the primary use is commercial use, public service, or recreational use. These units may include an affordable or market-rate rental unit; a caretaker residence, and a manager's quarters for a tourist accommodation use or multi-residential use other than multi-family.*

As only one deed restricted accessory dwelling unit is being provided for the campground, it may be considered an accessory use to the campground. Therefore, this unit would not create any additional trips or vehicles miles traveled (VMT) due to offset trips. This offset would be the elimination of the on-site employee's trips to work (which would usually be coming from off-site and are included in the campground trips/VMT). This would offset any increase in trips made by employees living onsite making shopping or other trips off-site.

Traffic Conditions

Through the study area, US 50 is a four-lane highway with a posted speed limit of 45 miles per hour (mph). Elks Point Road is a two-lane road with a posted speed limit of 35 mph. The proposed site driveway would be located on the south side of Elks Point Road just west of Dorla Court. The proposed access point would form a T-intersection with Elks Point Road, with no existing turn lanes present and no restrictions on turning movements.

Existing Traffic Volumes

PM turning-movement counts were conducted at US 50/Elks Point Road and Elks Point Road/Dorla Court/Wyndham S Shore by LSC staff on Wednesday, May 1, 2024, from 3:00 PM to 6:00 PM. The PM peak hour occurred from 4:00 PM to 5:00 PM. The turning-movement counts at Elks Point Road/Dorla Court were

used to determine the through movements on Elks Point Road at the site-access driveway. Based on available NDOT counts, peak summer volumes are higher in July than in May. The observed count data was increased by 47 percent to reflect traffic conditions in the peak month of summer, based on the ratio of April/May to July peak-hour counts conducted by NDOT. In addition, beach traffic is substantially lower in May than during peak season. Based on previous peak summer counts conducted in 2007 along the lake side of Elks Point Road, an additional 62 percent growth was applied to the volumes on Elks Point Road to the west of US 50/Elks Point Road to account for the increase in beach traffic in summer. The existing no-project volumes are found in Table 1.

TABLE 1: Round Hill Campground - Peak-Hour Intersection Traffic Volumes

Intersection	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	
Existing No Project													
US 50/Elks Point Road	57	911	191	21	823	34	42	16	82	301	29	59	2,566
Elks Point Road/Site Driveway	0	0	0	0	0	0	0	87	0	0	66	0	153
Project Net Impact													
US 50/Elks Point Road	7	0	0	0	0	5	3	1	4	0	1	0	21
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	0	1	13	0	0	23
Existing Plus Project													
US 50/Elks Point Road	64	911	191	21	823	39	45	17	86	301	30	59	2,587
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	87	1	13	66	0	176

Source: LSC Transportation Consultants, Inc.

Trip Generation

The first step in the analysis of traffic impacts is to prepare an estimate of the number of trips generated by the proposed project. Trip generation is the evaluation of the number of vehicle trips that will either have an origin or destination at the project site. Daily vehicle trips and peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project.

The full buildout of the project includes the construction of 53 camp sites and 1 accessory dwelling unit. The dwelling unit would consist of 3 bedrooms and 9 beds to house up to 9 employees. Standard daily and peak-hour trip-generation rates are provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 11th Edition Manual* (ITE, 2021). These standard rates were reviewed, and the trip-generation rates used in this study are based on the following methodology and assumptions:

- **Campground Trip Generation** – The PM peak-hour rates are based on the rates for campground/RV Vehicle Park in the ITE *Trip Generation Manual*. As a daily trip rate is not available, the peak-hour rate was factored based on the ratio of daily to PM peak-hour rates for the Motel land use to identify a daily rate of 4 daily trips per site. Additionally, four campgrounds' transportation analyses were reviewed.
  - *The Brockway Campground – Limited Traffic Analysis* (LSC, May 13, 2015) assumed a rate of 4.18 vehicle-trips per site per day.
  - *The 56 Acres Master Plan* (LSC, August 17, 2021) assumed a rate of 4.02 vehicle-trips per site per day.
  - *The Tijuana River Valley Regional Park Campground and Education Center Transportation Impact Analysis* (Chen Ryan, September 2018) assumed a rate of 4.0 vehicle-trips per site per day.
  - *The Traffic Impact Analysis—Under Canvas, Teton* study conducted by SET Engineering in November 2021 used a rate of 2.0 vehicle-trips per site per day (for a development with a high level of internal amenities).

  In addition, the project proponent will provide two shuttles as an amenity available to campground guests and employees, with service to/from the airport, skiing, shopping, restaurants, outdoor recreational activities, hiking trails, and beaches. Each shuttle will accommodate between 12-19 people. In the peak season, each shuttle will have 4 daily runs. The shuttles are to run between 7:30 AM and 7:30 PM. To be conservative, any decrease in trips due to the shuttle would be offset by the shuttle trips themselves. Based on all the above information, a conservative rate of 4.0 trips per day per campsite is appropriate.

  Next, since the accessory dwelling unit (ADU) is an accessory use to the campground as defined in the land use section above, all trips to/from the ADU are included in the campground trip generation.

- **Off-site Manager** – One of the managers is assumed to live off-site. All other employees are assumed to live on site. This employee is assumed to generate a total of 2 daily trips, with one occurring in the PM peak hour.

- **Service Trips** – A total of four service trips are assumed to happen once a week for services such as UPS deliveries, laundry service, food truck deliveries, catering, and trash collection. To be conservative, and since the most congested time in the area is during the late afternoon, the four service trips are assumed to happen in the PM peak hour on the same day.

The resulting trip generation for the project is summarized in Table 2.

Reduction for Non-Auto

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. The project is located approximately 0.5 miles from Nevada Beach. The Lam Watah Nature Trail to Nevada Beach provides access between Round Hill Village and Kahle Drive in Stateline, Nevada. The 2014 and 2018 *Summer TRPA Travel Mode Share Survey* data was analyzed to determine non-auto reductions for the summer season. For visitors, data from the surveys conducted in the Round Hill area was isolated. Of the 75 survey trips, 29 percent were made via non-auto modes.

A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground. Amenities such as pre-made meal kits, a kitchen facility, a camp shop, a self-serve beverage well, and catering during peak summer weekends will also make campers more inclined to stay on site rather than go off site. However, per TRPA staff, the estimated daily trip rate of a campground cannot be dropped below 4.0 without further research of existing campgrounds, which goes beyond the scope of this study. As such, no reduction was applied to the campsites for non-auto trips.

For the employee trips, "Journey to Work" data from the United States Census Bureau data was reviewed for the nearby towns of Zephyr Cove, Round Hill Village, and Stateline, Nevada. Per the census data, zero percent of journey-to-work trips were made via non-auto modes in the towns of Zephyr Cove and Round Hill Village. In Stateline, Nevada, 25 percent of journey-to-work trips were made via non-auto modes. In addition, the free South Shore Microtransit Service "Lake Link" operates year-round from 7:00 AM to 9:00 AM and provides access in the south shore area. Rides are available within the South Shore area from the Safeway in Round Hill, Nevada, to the Chart House Restaurant located on Kingsbury Grade to the Grocery Outlet in South Lake Tahoe, CA. Taking all this data into consideration, the non-auto access rate for the managers is conservatively assumed to be around 10 percent, as shown in Table 2.

Trip Generation at Site Driveways

Multiplying the land-use quantities by the trip rates and applying reductions for non-auto trips yields the vehicle trips generated at the site driveways. As shown in Table 2, the proposed land uses are forecast to generate a total of approximately 222 daily vehicle trips at the site driveways on a weekday, including 23 PM peak-hour vehicle trips (14 inbound plus 9 outbound).

TABLE 2: Round Hill Campground - Trip Generation

Description	Quantity	Units	ITE Land Use Category	ITE Land Use Code	Trip Generation Rates [1]				Reduction for Non-Auto Trips	Vehicle Trips at Site Driveways			
					Daily	PM Peak Hour				Daily	PM Peak Hour		
						In	Out	Total			In	Out	Total
Campground	53	Sites	Campground/RV Vehicle Park	416	4.00	0.18	0.09	0.27	0%	212	10	4	14
Accessory Dwelling Unit[2]	1	DU			Accessory to campground								
Off-Site Manager	1	Employee	person-trip analysis		2.00	0.00	1.00	1.00	10%	2	0	1	1
Service Trips	4	Service Trips	person-trip analysis		2.00	1.00	1.00	2.00	0%	8	4	4	8
Shuttle Trips					Accessory to campground								
Total Site Access Trips										**222**	**14**	**9**	**23**

Note 1: The daily rate a factored rate (campground to motel rate) as a daily campground rate is unavaialable from ITE .

Note 2: Per the TRPA Code of Ordinance Section 21.3.2B, the Accessory Dwelling Unit is an accessory use to the Camground and all trips generated are included in the campground trip generation

Source: LSC Transportation Consultants, Inc. and Institute of Transportation Engineers Trip Generation (11th Edition)

Trip Distribution and Assignment

The distribution of site-generated vehicle trips is based on Wood Rodgers: *Retreat 50 Glamping Resort TIS* (May 2023). The distribution is as follows:

- 38 percent to/from north on US 50 toward Incline Village
- 45 percent to/from south on US 50 toward Stateline
- 8 percent to/from west on Elks Point Road toward Nevada Beach
- 9 percent to/from east on Elks Point Road toward Safeway

The site-generated traffic volumes are assigned through the study intersections by applying the distribution percentages to the peak-hour vehicle trips. The site-generated traffic volumes are then added to the no-project sets of volumes to get the plus-project sets of volumes, as seen in Table 1.

LEVEL OF SERVICE ANALYSIS

Level of Service (LOS) is a quantitative and qualitative measure of traffic conditions on isolated sections of roadways or intersections. LOS ranges from "A" (with no congestion) to "F" (where the system fails with gridlock or stop-and-go conditions prevailing). As is the standard for traffic engineering analyses, intersection LOS is analyzed based on the procedures presented in the *Highway Capacity Manual* (Federal Highways Administration, 2016) using the Synchro software application (Version 11.1, Trafficware). The LOS calculations are attached for further reference.

LOS Standards

TRPA LOS Policy

The LOS standards for the Lake Tahoe Basin, established by the Tahoe Regional Planning Agency (TRPA), are outlined in the *2020 Regional Transportation Plan* with the intent that the Region's highway system and signalized intersections during peak periods shall not exceed the following:

1. LOS C on rural scenic/recreational roads,
2. LOS D in rural developed areas,
3. LOS D on urban roads, or
4. LOS D for signalized intersections - LOS E may be acceptable during peak periods, not to exceed four hours per day.

The *Regional Transportation Plan* also states that: "These vehicle LOS standards may be exceeded when provisions for multimodal amenities and/ or services (such as transit, bicycling, and walking facilities) are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected roadways." (Policy 4.11). While the Tahoe Regional Planning Compact looks to "reduce the dependency on the private automobile," there are currently no adopted requirements or standards regarding the quality of service of other travel modes (i.e., transit, biking, or walking) that could potentially reduce the demand on the roadway system.

The TRPA does not have a specific adopted standard for unsignalized intersections.

Douglas County Standards

The LOS standards for Douglas County are set forth in *the Douglas County Roadway Design and Construction Standards*, June 2020:

> "For signalized intersections and/or roadway segments in zoning applications, LOS 'D' will be the design objective in urban areas, and LOS 'C' will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS 'D' will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS 'E' at signalized intersections for any analysis scenario."

Therefore, the LOS standard applied to this study is D for the signalized intersection and LOS D for the unsignalized intersection.

Intersection Level of Service

As shown in Table 3, the intersection of US 50/Elks Point Road currently operates at LOS F. With implementation of the proposed project, the US 50/Elks Point Road intersection will continue to operate at LOS F. Though the intersection is currently failing, the impact of the proposed project results in an increase of volumes of less than 1 percent to the intersection. Additionally, the project has proposed several elements that encourage non-auto travel as stated above in the 'Reduction for Non-Auto' section. As such, the project's net impact to the intersection is acceptable.

With the implementation of the proposed project, the Elks Point Road/Site Driveway will operate at LOS A.

TABLE 3: Round Hill Campground - Intersection LOS Summary

			PM Existing No Project		PM Existing Plus Project	
Intersection	Control Type	LOS Threshold[1]	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
US 50/Elks Point Road	Signalized	D	**OVF**	**F**	**OVF**	**F**
Elks Point Road/Site Driveway	TWSC	D	-	-	8.9	A

BOLD text indicates that LOS standard is exceeded.

OVF = Overflow. Overflow indicates a delay greater than 200 seconds per vehicle, which cannot be accurately calculated using HCM methodology.

TWSC = Two-Way Stop-Control

NOTE 1: Level of service for signalized intersections is reported for the total intersection. Level of service for roundabouts and other unsignalized intersections is reported for the worst movement.

Source: LSC Transportation Consultants, Inc.

VMT Analysis

Vehicle miles traveled (VMT) was evaluated in accordance with the current TRPA *Project Impact Assessment Guidelines* (August 26, 2024). Per TRPA standards, this analysis focuses on VMT generated within the Tahoe Basin only. The project is located in PIA zone 41.

Average Annual Daily Trips of Campground

Due to the nature of a campground, occupancy is higher in summer than in the winter or other seasons. The 53 camp sites are composed of 18 "dome sites", 9 "tree house" units, 26 "sleeping shelters", and 1 accessory dwelling unit. It should be noted that the accessory dwelling unit is an accessory use to the campground (discussed above) and does not generate additional VMT. The 18 "dome sites" are only in operation from May 1-October 15, whereas the "tree house" units and "sleeping shelters" are operational year-round. The occupancy of the campsite is expected to vary throughout the year from 20 percent in the shoulder seasons to 100 percent in the peak summer season, as shown in Table 4. For the year as a whole, the average annual occupancy of the project is 60 percent.

To support the project's occupancy assumption, two data sources were reviewed in the south shore area: the *56 Acres Master Plan and South Lake Tahoe Recreation and Aquatics Center Project – A Multigenerational Center* (Ascent, 2021) and the Nevada Beach Campground (2025). The 56 Acres campground had a summer occupancy of 75 percent based on occupancy data from 2018. The Nevada Beach campground was reviewed in terms of reservations, in the upcoming summer of 2025, all available nights are reserved, so essentially 100 percent occupancy is assumed during the summer operating season. Next, the average annual occupancy was calculated for each campground with 56 acres at 28 percent and 38 percent for Nevada Beach. The proposed project assumes a 60 percent occupancy on an average annual basis. This a partially due to the year-round operation of the proposed project. If it were assumed that the two reference campgrounds had year-round operations, then their average annual trips would be calculated at 58 percent for 56 acres and 68 percent for Nevada Beach. As the expected average annual occupancy for the project is within the range of the 56 Acres campground and the Nevada Beach Campground's occupancy, the occupancy provided by the client is considered reasonable. Applying the occupancy to the daily trip rates results in 114 average annual daily trips for the campground, as shown in Table 4.

Average Trip Length

The TRPA average trip length for the project's VMT analysis zone (Zone 41) of 4.96 is applied to all uses.

Mobility Fee of Project

VMT was estimated for this project as a whole by multiplying the average annual project-generated trips (and taking reductions for non-auto trips as discussed above) by the average trip lengths. This results in an average annual project VMT of 615, as shown in Table 5. The project VMT generated is then compared to the TRPA screening criteria. The small project screening criteria is 715 average annual VMT or less, therefore this project meets this screening criteria and is screened out of further analysis.

Based on the VMT generated and 2025 TRPA fees, the estimated mobility fee is $127,479. Note TRPA staff will determine the actual mobility fee.

TABLE 4: Average Annual Daily Trips of Campground

Month	Available Units[1]	Daily Trip Rate	Occupancy	Daily Trips
January	35	4.00	40%	56
February	35	4.00	40%	56
March	35	4.00	20%	28
April	35	4.00	60%	84
May	53	4.00	80%	170
June	53	4.00	100%	212
July	53	4.00	100%	212
August	53	4.00	100%	212
September	53	4.00	80%	170
October	53	4.00	40%	85
November	35	4.00	20%	28
December	35	4.00	40%	56
Average Annual Daily Trips			**60%**	114

Note 1: The "Dome" units will only be available from May 1-October 15 of each year. The remaining units are operational year-round.

Source: LSC Transportation Consultants, Inc.

TABLE 5: Round Hill Campground - Vehicle Miles Traveled (VMT)

Description	Land Use Quantity		Average Annual Daily Trips	Zone Average Trip Length[1]	VMT After Non-Auto Reductions
Campground	53	Sites	114	4.96	566
Accessory Dwelling Unit[2]			Accessory to campground		
Off-Site Manager	1	Employee	2	4.96	10
Service Trips	4	Service Trips	8	4.96	40
Shuttle Trips			Accessory to campground		
Project Total			**124**		**615**
TRPA Screening Criteria					**715**
Criteria Met?					**Yes**
Fee per VMT for Campgrounds					**$ 207.13**
Total Mobility Fee[3]					**$ 127,479**

Note 1: TRPA data for PIA Zone 41. Average trip length for camp sites from Table 5.

Note 2: Per the TRPA Code Section 21.3.2B, the ADU is an accessory use to the Camground and all trips/VMT generated by the ADU are included in the campground trip generation rate.

Note 3: The calculated mobility fee is an estimate. TRPA will calculate actual fee based on the submittal date.

Source: LSC Transportation Consultants, Inc. and TRPA Project Impact Assessment Guidelines

Parking Analysis

The Douglas County Code is the applicable parking code for this project. However, as the project will have many parking limitations, a person-trip analysis was performed for most of the land uses. The project will have the following limitations according to the program:

- Campsite guests will only be allowed 1 vehicle per campsite.
- The two shuttle spaces will be exclusively available for the two shuttle vehicles.
- One space will be available for the off-site managers.
- Three spaces will be available for the ADU per the Code.

Table 6 presents an evaluation of the parking demand associated with the proposed land uses. The parking rates are applied to the proposed land uses, as shown in Table 6. After taking reductions for non-auto trips, this results in a total demand of 59 parking spaces.

Proposed Parking Supply

The proposed parking supply for the site is as follows:

- 53 campsite spaces
- 4 employee spaces
- 2 shuttle spaces

The parking supply for each land use is compared to the parking demand, as seen on the right side of Table 6. As shown, the project parking supply is adequate and has no surplus or deficit.

TABLE 6: Round Hill Campground - Peak Parking Demand

Description	Quantity	Units	Parking Ratio Category	Parking Rate	Required Parking Spaces for Individual Use	Proposed Parking Spaces	Parking Surplus/ Deficit
Campground	53	Sites	person-trip analysis	1.00 per site	53		
Accessory Dwelling Unit	3	Bedrooms	Boarding House	1.00 per bedroom	3		
Off-Site Manager	1	Employees	person-trip analysis	1.00 per employee	1		
Service Trips					0		
Shuttle	2	Shuttles	person-trip analysis	1.00 per shuttle	2		
Subtotal Camping Site Parking					53	53	
Subtotal Employee Parking					4	4	
Subtotal Shuttle Parking					2	2	
Total Project					**59**	**59**	**0**

Source: LSC Transportation Consultants, Inc.

CONCLUSIONS

The following conclusions are made based on this analysis:

- The proposed project would generate approximately 222 daily vehicle trips, with 23 in the PM peak hour (14 inbound and 9 outbound) on a peak summer day.
- The US 50/Elks Point Road operates at an unacceptable LOS F both without and with the project. However, the project's net impact on the intersection is acceptable due to the extensive non-auto access options. The site-access intersection operates at an acceptable LOS A with the proposed project.
- The total VMT generated by the project (after reductions) is 615 annual average daily VMT. As this is less than the small project screening criteria of 715 average annual daily VMT, the project is screened out of further VMT analysis.
- The estimated TRPA mobility fee for the project is $127,479.
- The parking demand for the project is 59 parking spaces. As the parking supply is 59 parking spaces, the parking supply is adequate.

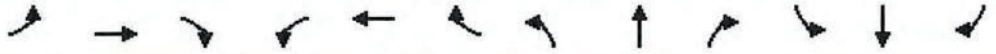
Attached: Synchro Outputs

Appendix A

LOS

HCM 6th Signalized Intersection Summary
1: Hwy 50 & Elks Point Rd

06/28/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Future Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	17	89	327	32	64	62	990	208	23	895	37
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	619	81	0	619	81	1047	220	44	1161	48
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3478	144
Grp Volume(v), veh/h	63	0	89	359	0	64	62	601	597	23	457	475
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1844
Q Serve(g_s), s	0.0	0.0	3.1	0.0	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Cycle Q Clear(g_c), s	33.1	0.0	3.1	33.1	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.08
Lane Grp Cap(c), veh/h	90	0	619	81	0	619	81	636	630	44	593	616
V/C Ratio(X)	0.70	0.00	0.14	4.42	0.00	0.10	0.77	0.94	0.95	0.52	0.77	0.77
Avail Cap(c_a), veh/h	90	0	619	81	0	619	111	636	630	105	593	616
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.9	0.0	16.7	42.4	0.0	16.4	40.0	26.4	26.4	40.8	25.3	25.3
Incr Delay (d2), s/veh	18.6	0.0	0.0	1568.1	0.0	0.0	12.2	24.3	25.0	3.6	9.3	9.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	1.1	37.1	0.0	0.8	1.5	14.8	14.8	0.5	9.0	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	52.5	0.0	16.7	1610.5	0.0	16.4	52.2	50.7	51.4	44.4	34.7	34.3
LnGrp LOS	D	A	B	F	A	B	D	D	D	D	C	C
Approach Vol, veh/h		152			423			1260			955	
Approach Delay, s/veh		31.6			1369.3			51.1			34.7	
Approach LOS		C			F			D			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.2		39.6	10.9	34.2		39.6				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	5.3	* 28		32.1				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.1	4.9	21.6		35.1				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.6		0.0				

Intersection Summary	
HCM 6th Ctrl Delay	244.3
HCM 6th LOS	F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	0	0	66	0	0
Future Vol, veh/h	87	0	0	66	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	0	0	72	0	0

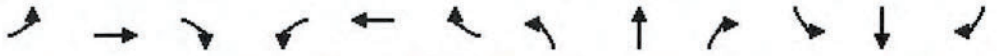
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	95	0	167	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	72	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1499	-	823	962
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1499	-	823	962
Mov Cap-2 Maneuver	-	-	-	-	823	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	-	-	-	1499	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-

HCM 6th Signalized Intersection Summary
1: Hwy 50 & Elks Point Rd

04/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Future Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	49	18	93	327	33	64	70	990	208	23	895	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	620	81	0	620	90	1042	219	44	1131	53
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3456	162
Grp Volume(v), veh/h	67	0	93	360	0	64	70	601	597	23	460	477
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1841
Q Serve(g_s), s	0.0	0.0	3.2	0.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Cycle Q Clear(g_c), s	33.0	0.0	3.2	33.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.09
Lane Grp Cap(c), veh/h	90	0	620	81	0	620	90	633	627	44	581	602
V/C Ratio(X)	0.74	0.00	0.15	4.42	0.00	0.10	0.78	0.95	0.95	0.52	0.79	0.79
Avail Cap(c_a), veh/h	90	0	620	81	0	620	129	633	627	106	581	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	34.2	0.0	16.6	42.2	0.0	16.3	39.6	26.4	26.4	40.6	25.8	25.8
Incr Delay (d2), s/veh	25.0	0.0	0.0	1567.2	0.0	0.0	10.2	25.1	25.8	3.5	10.6	10.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	1.2	37.1	0.0	0.8	1.6	14.9	14.9	0.5	9.3	9.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.3	0.0	16.6	1609.4	0.0	16.3	49.8	51.5	52.2	44.2	36.3	36.0
LnGrp LOS	E	A	B	F	A	B	D	D	D	D	D	D
Approach Vol, veh/h		160			424			1268			960	
Approach Delay, s/veh		34.5			1369.0			51.8			36.4	
Approach LOS		C			F			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.0		39.5	11.4	33.5		39.5				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	6.1	* 28		32.0				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.0	5.3	21.8		35.0				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.5		0.0				

Intersection Summary		
HCM 6th Ctrl Delay	244.1	
HCM 6th LOS	F	

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	1	13	66	1	8
Future Vol, veh/h	87	1	13	66	1	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	1	14	72	1	9

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	96	0	196	96
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1498	-	793	960
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1498	-	785	960
Mov Cap-2 Maneuver	-	-	-	-	785	-
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	915	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	937	-	-	1498	-
HCM Lane V/C Ratio	0.01	-	-	0.009	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

EXHIBIT 2

July 7, 2026

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RE: Supplemental Appeal Justification Letter in Support of Appeal (Design Review DP25-0184)

G & T Properties LLC ("Appellant") submits this Supplemental Appeal Justification Letter to further demonstrate that the findings required for Major Design Review approval under Douglas County Consolidated Development Code ("DCCDC") cannot lawfully be made for the Talaz Eco-Camp Project ("Project").

I. INTRODUCTION

The Appeal Justification Letter dated May 8, 2026 ("Justification Letter") demonstrates that the threshold findings required by DCCDC 20.614.040 cannot be made. Those findings include consistency with the Douglas County Master Plan and compliance with applicable zoning regulation. As explained in the Justification Letter, the Project has been improperly classified. It operates as a commercial transient lodging use, which is prohibited within the S-070B zoning district.

This Supplemental Appeal Justification Letter addresses the additional findings required by DCCDC 20.614.040(A) through (H), each of which independently precludes approval on the present record.

II. LEGAL STANDARD

When considering an application for design review, the County must independently evaluate whether the proposed development is compatible with surrounding properties and whether the design is appropriate under the applicable standards. DCCDC 20.614.040. To approve a project, the County must make separate findings that the proposed development: (a) is consistent with the adopted Master Plan and applicable district regulations; (b) is compatible with surrounding development and neighborhood character and includes appropriate measures to mitigate adverse impacts; (c) will not generate hazardous pedestrian or vehicular traffic or conflict with existing or anticipated traffic patterns; (d) incorporates roadway improvements, traffic controls, access restrictions, or other measures necessary to reduce traffic impacts; (e) minimizes adverse effects, including visual impacts, on adjacent properties; (f) avoids impacts to archaeological and cultural resources or adequately mitigates such impacts where necessary; (g) complies with all applicable Douglas County development standards, design criteria, improvement standards, zoning requirements, and adequate public facility policies; and (h) will not be materially detrimental to

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the public health, safety, convenience, or welfare, or cause material damage or prejudice to nearby properties. *Id*.

The DCCDC requires the County to make each finding independently based on the standards set forth in DCCDC 20.614.040. *See City of Reno v. Citizens for Cold Springs*, 126 Nev. 263, 275–76 (2010) (affirming that a local government must comply with mandatory findings required by its development code and that generalized or deferred findings do not satisfy those requirements); *see also Seventy Acres, LLC v. Binion*, 136 Nev. 874, *2-3 (2020) (holding that a local government properly approved land-use applications where it correctly applied its development code and substantial evidence supported the specific findings required by the governing ordinances).

The County cannot satisfy these obligations by merely adopting or deferring to findings made by TRPA. *See* TRPA Conditional Permit No. ERSP2024-1277 at 2 (providing that no tree removal, demolition, construction, or grading may commence until the permittee obtains a County building permit, and that the County and TRPA permits are independent of each other); *see Douglas Cnty. v. Tahoe Reg'l Plan. Agency*, 95 Nev. 101, 102 (1979) (holding that county approval under local ordinances did not excuse compliance with TRPA's independently applicable land-use ordinance and requiring the county to rescind its approval of the noncompliant parcel map).

The DCCDC also imposes specific standards for certain uses, including campgrounds. DCCDC 20.702.090; Table 20.702.3 (Specific standards). Under these provisions, the Project is also required to satisfy DCCDC 20.668.040. Although the County imposed certain conditions that track portions of DCCDC 20.668.040, the record does not demonstrate full compliance with all campground-specific standards, including the standards governing hazards, access, and screening. The proposed project fails to satisfy the applicable design review criteria and applicable standards outlined in DCCDC 20.668.040. Therefore, the approval violates the Douglas County Consolidated Development Code and must be reversed.

A. <u>The Project is inconsistent with the adopted master plan and applicable zoning regulations</u>.

DCCDC 20.614.040(A) requires a finding that the proposed development is consistent with the goals and policies embodied in the adopted Master Plan and the general purpose and intent of the applicable district regulations. That finding cannot be made here.

The Douglas County 2020 Master Plan ("Master Plan") requires the County to maintain different types and intensities of land use and provide public services and facilities appropriate to those planned uses. *See* Master Plan at 24 (Policy L2). The Master Plan further directs the County to evaluate development proposals for community character, environmental impacts, resident security and safety, aesthetics, and the efficient delivery of public services. *Id.* (Policy L3). Policy L15 calls for the protection of residential neighborhoods from incompatible activities and land uses that may negatively affect quality of life and requires that non-residential development adjacent to residential areas be designed and sited in a manner that protects residential privacy. *Id.* at 26. The Master Plan also directs the County to maintain Community

Plans and Regions in a manner that reflects and enhances each community's desired character. *Id.* at 27 (Policy L22).

These policies take on added weight in the Tahoe Region. There, the Master Plan emphasizes preservation of natural resources and open lands and supports recreation-based economic opportunities only where they do not diminish residents' enjoyment of the area and its amenities. *See id.* at 85 (Policies 1–2). The Master Plan's public facilities and recreation policies likewise seek to preserve recreational opportunities for current and future residents and conserve open space to promote responsible recreation and stewardship of public lands. *See id.* at 202 (Policy PF20, Policy PF25). In addition, the transportation element calls for an integrated transportation system that promotes the safe and efficient movement of people and goods while preserving residents' quality of life. *See id.* at 200 (Goal 5).

The Project is inconsistent with these policies. Rather than a low-intensity recreational use, it offers private, guest-oriented lodging and event facilities, 53 permanent units,[1] conference and remote-work facilities, food and beverage services, and other resort-style amenities. The scale and intensity of these uses differ substantially from the surrounding residential and recreation-oriented character of the area.

B. The Project is incompatible with adjacent development and fails to mitigate adverse impacts.

DCCDC 20.614.040(B) requires that "[t]he proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods." The Project cannot satisfy this finding for the following reasons:

1. The Project is incompatible with adjacent neighborhood character.

The Project is incompatible with the planning framework governing both its own Plan Area and the surrounding Plan Areas. Rather than advancing the purposes and objectives of those plans, the Project would introduce an intensive, resort-style commercial lodging operation into an area designated for low-intensity recreation and immediately adjacent to areas designated for low-density residential development. The adjacent parcels include the Round Hill Community Area Plan (C-071) and the Round Hill/Tahoe Dempsey local area plan (R-072). Justification Letter, Ex. 3 at 1. Introducing a 53-unit commercial lodging operation including a clubhouse, employee housing, event facilities, saunas, hot tubs, communal kitchens, conference rooms, and seasonal weddings alters the character of the surrounding low-density recreational and residential corridor.

[1] The Project application materials indicate that the Applicant intends the 18 dome structures to function as permanent installations. Although the TRPA Conditional Permit limits operation of the domes to the period between May 1 and October 15, *see* TRPA Conditional Permit No. ERSP2024-1277 at 1 (Condition 1), the record suggests that the structures themselves will remain in place year-round. While occupancy may be seasonal, the physical presence of the domes appears to be permanent.

PAS 070B (RABE) — The Project's Own Plan Area. PAS 070B designates this area as "recreation." **Ex. 1**, 1. The PAS directs that "[t]he existing recreation uses should continue and the public beach and camping areas should be expanded." *Id.* The existing uses identified in PAS 070B are the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and "some miscellaneous private uses"—all low-intensity, outdoor-oriented recreational uses. The permissible-use table authorizes beach recreation, day-use areas, trails, outdoor recreation concessions, and developed campgrounds, but does not authorize hotels, motels, commercial lodging resorts, event centers, conference facilities, restaurants, or similar intensive visitor-serving commercial uses. *See id.* at 2; Appeal Justification Letter dated May 8, 2026.

While developed campgrounds are permitted, the Project does not resemble the traditional campground contemplated by PAS 070B. The proposed uses are incompatible with the stated objective of maintaining and expanding low-intensity recreational opportunities. PAS 070B's special policies emphasize protection of sensitive natural resources, expanded recreation opportunities on public lands, and scenic improvements—not introducing a major commercial lodging destination on private property.

Round Hill/Tahoe Dempsey (R-072) — Adjacent Plan Area. The immediately adjacent Round Hill/Tahoe Dempsey Plan Area is designated "residential." **Ex. 2**, 1. PAS 072 expressly states that the area should serve as a receiving area for residential development and encourages housing uses, including senior and low-to-moderate-income housing. *Id.* at 1. The list of permissible uses is correspondingly narrow, allowing single-family dwellings, multifamily dwellings, employee housing, and limited tourist accommodation only in the form of residential-style timeshare units. *Id.* at 2. The Plan Area does not contemplate intensive tourist accommodations.

The Project's proposed operations would transform the character of the surrounding area and conflict with the residential expectations established by PAS 072. The neighboring residents who purchased and developed property in reliance on the Residential designation are entitled to the protections afforded by that planning framework.

Viewed in the context of both PAS 070B and PAS 072, the Project is inconsistent with the land-use pattern envisioned by the Regional Plan and would introduce an intensity and type of development that neither Plan Area was designed to accommodate. The Project is therefore incompatible with the governing Plan Area Statements and should not be approved.

2. The Project fails to mitigate traffic impacts on neighborhood streets.

The Project's transportation analysis acknowledges that the US 50/Elks Point Road intersection is already operating at a failing level of service yet concludes that adding approximately 222 daily vehicle trips from the Project will increase traffic volumes by only one percent, which is "acceptable." *See* Justification Letter, Ex. 6 at 7. This conclusion cannot withstand scrutiny given the scale and intensity of the proposed development. The Project will exacerbate an existing traffic deficiency while offering no mitigation measures to address the additional vehicle trips generated by the development.

3. The Project provides no mitigation for the adverse impacts of noise which may exceed allowable noise limits within the plan area.

The Plan Area Statement for PAS 070B establishes a maximum Community Noise Equivalent Level ("CNEL") of 55 dBA for this Plan Area, with the Highway 50 corridor limited to 65 CNEL. **Ex. 1**, 3. DCCDC 20.702.180 mandates compliance with these noise provisions.

The Project description contemplates hosting "seasonal events and weddings offered only to guests and closed to the public" on the event lawn, self-pour beer and wine service, saunas, hot tubs, conference rooms, and other amenities that will generate noise and activity far exceeding that of a low-intensity campground. *See* Justification Letter, Ex. 5 at 1. Noise from outdoor events, guest gatherings, and any amplified sound if permitted may exceed the 55 CNEL maximum for PAS 070B.

TRPA actively monitors CNEL compliance in Plan Areas across the Basin, including in the Round Hill area, as part of its Threshold Evaluation program.[2] The record contains no operational noise analysis demonstrating the proposed activity will comply with the 55 CNEL limit applicable to PAS 070B. Because the record lacks this analysis, the County cannot make the required findings regarding operational noise, given the intensity of the proposed uses and the strict CNEL thresholds applicable to this recreation-designated parcel.

4. The Project fails to include mandatory buffers and screening.

The conditional approval requires a minimum 50-foot landscaped buffer adjacent to private lands along the northerly boundary abutting the commercial development on Dorla Court. *See* Conditional Approval, Apr. 27, 2026, at 2 (Condition 4(a)). Separately, DCCDC 20.668.040(B)(4), governing campgrounds, requires landscaping or fencing designed to screen streets and adjoining properties, as approved through the applicable special-use-permit process. Under DCCDC 20.702.090, these campground-specific standards are mandatory. Although the County imposed a 50-foot landscaped-buffer condition, the record does not explain what approval mechanism the County relied on to satisfy DCCDC 20.668.040(B)(4)'s requirement that campground screening be approved through special-use-permit approval, or why design review alone is legally sufficient if no special use permit was processed.

C. <u>The Project will generate hazardous vehicular traffic.</u>

DCCDC 20.614.040(C) requires that "[t]he proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood." This finding cannot be met.

First, the transportation study purports to apply "Douglas County Standards" for level of service. But the quoted standard is not from Douglas County, Nevada. It is taken verbatim from the Douglas County, Colorado Roadway Design and Construction Standards—a document governing traffic impact studies in

[2] *See* Tahoe Reg'l Plan. Agency, LT Info: Noise – Plan Areas, https://monitoring.laketahoeinfo.org/PlanAreaNoise (last visited July 6, 2026).

Douglas County, Colorado. *See* Justification Letter, Ex. 6 at 7 (quoting **Ex. 3**). That standard has no applicability to a project located in Douglas County, Nevada. The study's reliance on the wrong jurisdiction's roadway standards is a basic error that undermines the credibility and reliability of the entire traffic analysis. A decision-maker cannot rely on a traffic study that applies inapplicable out-of-state standards to evaluate a Nevada project's compliance with locally adopted level-of-service requirements.

Second, setting aside the study's use of the wrong legal standard, the substance of the analysis is deficient. DCCDC 20.614.040(C) requires a showing that "[t]he proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood."

Here, the Project's transportation analysis acknowledges that the US 50/Elks Point Road intersection is operating at a failing level of service and will continue to operate at a failing level of service under the proposed Project. *See* Justification Letter, Ex. 6 at 7. The Project will add 21 peak-hour trips to this already-failing intersection, and the Project proposes no improvements to address the deficiency. Instead, the analysis summarily concludes that the Project's traffic impacts are "acceptable" based on the availability of non-automobile transportation amenities. *Id.*

That conclusion is unsupported. The report provides no analysis quantifying whether those amenities would offset Project-generated vehicle trips or provide mobility benefits proportional to the Project's traffic impacts. Such an analysis is especially necessary where, as here, the affected intersection is expected to continue failing. TRPA Policy 4.11 allows level-of-service standards to be exceeded only when multimodal amenities and/or services "are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected" facilities. *See* 2020 Regional Transportation Plan at 157. The record contains no such showing.

The access configuration compounds the traffic and safety concerns. The Project proposes only one non-emergency vehicular access point, located on Elks Point Road adjacent to Appellant's property. *See* Justification Letter, Ex. 4 at 2. The Highway 50 driveway would be gated and restricted to emergency vehicles only. *See id*. As a result, all 222 daily vehicle trips would be funneled through a single access point adjacent to existing residential and commercial uses on Dorla Court. That configuration creates potential conflict with neighborhood traffic patterns, yet the study does not analyze the safety, access, queuing, or circulation impacts associated with that design.

The report is also misleadingly narrow in scope. At the outset, the study expressly frames itself as a "limited transportation analysis," evaluating only existing traffic conditions, trip generation, intersection level of service, VMT, and parking supply and demand. Justification Letter, Ex. 6 at 1. But the Project is a 53-unit resort-style campground with communal guest amenities, employee housing, shuttle service, event space, and retail/sundry offerings. Despite the Project's scale and intensity, the traffic study fails to evaluate several critical transportation and public-safety issues, including access management, vehicle

queuing, multimodal conflicts, weekend and holiday traffic conditions, event-related traffic impacts, emergency vehicle access, and overall traffic safety within the surrounding transportation network.

The traffic study relies almost exclusively on turning-movement counts collected during a single weekday period—from 3:00 p.m. to 6:00 p.m. on Wednesday, May 1, 2024—with the PM peak hour identified as 4:00 p.m. to 5:00 p.m. *Id.* at 2–3. The report then inflates those counts by 47 percent using NDOT April/May-to-July peak-hour adjustment factors and applies an additional 62 percent growth factor to Elks Point Road west of U.S. 50 based on peak-summer traffic counts reportedly collected in 2007. *See id.* However, the report does not provide the underlying NDOT station data, the 2007 count information, any analysis demonstrating comparability between the referenced data sets, or any statistical justification for the selected adjustment factors. *See id.* Without that supporting information, neither the public nor the County can assess the reliability of the study's assumptions or determine whether the resulting traffic projections accurately reflect existing or future conditions.

The transportation study's trip-generation methodology is likewise flawed and materially understates the Project's traffic impacts. The study derives its PM peak-hour trip-generation rates from the ITE Trip Generation Manual's "Campground/RV Vehicle Park" land-use category. *See id.* at 3. However, the study concedes that ITE does not provide a daily trip rate for campgrounds and therefore derives its daily rate of 4.0 trips per site by extrapolating from the ratio of daily-to-PM-peak-hour rates for the Motel land-use category. *Id.* That methodology does not reasonably account for the size, scope, or operational characteristics of this Project.

The study's assumptions reveal the problem. The study estimates only 222 daily vehicle trips, or approximately 4.2 trips per unit per day, for a 53-unit resort-style lodging project with event and commercial amenities. *Id.* at 4-5. That estimate assumes each unit will generate only about two round trips per day. That assumption may be reasonable for a traditional campground where guests bring their own food, cooking equipment, and entertainment. But it is unreasonably low for a Lake Tahoe destination property located near ski resorts, beaches, restaurants, shopping, entertainment, and recreational attractions.

The study also fails to account for the substantial trip generation associated with the Project's wedding and event operations. The Project description states that the event lawn will host "seasonal events and weddings offered only to guests and closed to the public," and that the barbecue pavilion will include catering services. *See* Justification Letter, Ex. 4 at 1. Even if those events are limited to registered guests, the study does not analyze whether event-related travel would overlap with, supplement, or exceed the assumed lodging-based trip generation.

The report similarly ignores traffic generated by the Project's commercial and operational components. The clubhouse includes a communal kitchen, a retail area selling food, beverages, and merchandise, and a self-pour beer and wine wall at the barbecue pavilion. These are commercial service activities that necessarily generate supply-chain and operational trips, including food and beverage inventory deliveries,

retail merchandise deliveries, kitchen supply deliveries, maintenance trips, waste-service trips, and other recurring service traffic. Yet the study assumes only four service trips *per week* for a development of this size and scope. *See* Justification Letter, Ex. 6 at 4. That assumption is unrealistic and unsupported by any operational analysis.

Finally, the parking analysis is internally inconsistent with the County's conditional approval and conflicts with DCCDC 20.702.120. The conditional approval requires a minimum of 67 parking spaces, including 3 ADA spaces, but the Applicant's transportation study calculates both parking demand and proposed parking supply at only 59 spaces. *Id.* at 10-11; Conditional Approval, Apr. 27, 2026, at 4 (Condition 16). This leaves at least an 8-space shortfall against the approval condition, before even accounting for any additional demand from weddings, events, catering, food trucks, retail, employee activity, or other resort-style amenities that the study does not adequately capture.

The study's conclusion that the Project will generate only 222 daily trips and 23 PM peak-hour trips cannot be sustained. The analysis does not adequately account for: (1) 53 fully furnished lodging units with resort-level amenities; (2) the dedicated wedding and event venue; (3) commercial food, beverage, and retail operations; (4) shuttle operations and related vehicle activity; (5) recurring service, delivery, maintenance, and waste-management trips; and (6) the unrealistic assumption that a facility of this scale will generate only four service trips per week. Given these deficiencies—and the acknowledged failure of the US 50/Elks Point Road intersection under both existing and Project conditions—the record does not contain substantial evidence demonstrating compliance with DCCDC 20.614.040(C).

D. The Project does not incorporate roadway improvements to control traffic flow.

DCCDC 20.614.040(D) requires that "[t]he proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets." This finding cannot be met.

As discussed above, the Project proposes no roadway improvements to the US 50/Elks Point Road intersection despite its current LOS F condition. The transportation analysis states that no turn lanes exist at the proposed site driveway location on Elks Point Road and does not recommend installation of any turn lanes. The site driveway would "form a T-intersection" with "no existing turn lanes present and no restrictions on turning movements." Justification Letter, Ex. 6 at 2. The Project's reliance on two electric shuttle vans and 30 bicycles does not demonstrate that the Project incorporates roadway improvements, traffic-control devices or mechanisms, or access restrictions sufficient to reduce or eliminate impacts on surrounding neighborhood streets. *See id.* at 3-4.

The record does not show that NDOT approved Highway 50 for emergency access, a special condition identified in the TRPA Conditional Permit. *See* TRPA Conditional Permit No. ERSP2024-1277 at 5 (Condition K). Without NDOT approval, the Project's emergency access plan remains unresolved, leaving the sole access point through the neighborhood on Elks Point Road to bear all emergency, service, and guest traffic.

The Project proposal fails to satisfy the requirements of DCCDC 20.614.040(D). It offers no transportation improvements, no additional traffic-control measures, and does not mitigate traffic impacts. Instead, the Project is expected to increase traffic volumes on surrounding neighborhood streets while creating unaddressed—and potentially hazardous—effects on traffic operations, safety, and access within the affected area.

E. The Project fails to minimize adverse visual impacts on adjacent properties.

DCCDC 20.614.040(E) requires that "[t]he proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties." The record does not demonstrate this finding has been met.

The Project proposes removal of 226 trees over 14 inches in diameter on-site and 54 trees within the access easement. Justification Letter, Ex. 4 at 3. This extensive tree removal, combined with the introduction of 53 permanent structures plus associated amenity buildings, transforms the currently undeveloped, forested parcel and diminishes the natural screening that currently buffers adjacent properties.

DCCDC 20.702.150 requires that all external mechanical equipment, service yards, and storage areas visible from view corridors and public thoroughfares be screened. Although the applicant asserts that scenic analysis demonstrates compliance,[3] the record made available does not include the underlying scenic assessment or sufficient findings to allow the County or the public to verify compliance with applicable scenic-quality standards. On this record, the County lacks substantial evidence to verify compliance with the applicable scenic requirements for this Tahoe Basin parcel.

F. Archaeological/cultural study compliance is undemonstrated.

DCCDC 20.614.040(F) requires that "[t]he project is not located within an identified archaeological/cultural study area, as recognized by the county. If the project is located in a study area, an archaeological resource reconnaissance has been performed on the site by a qualified archaeologist and any identified resources have been avoided or mitigated to the extent possible per the findings in the report." The record does not demonstrate an independent finding by the County.

The Project site is located within the Lake Tahoe Basin, which lies within the ancestral and traditional homeland of the Washoe Tribe of Nevada and California. While the TRPA Conditional Permit states that no known historic or cultural resources have been recorded on the subject parcel,[4] the County has an independent obligation to demonstrate how the Director satisfied DCCDC 20.614.040(F), including whether the site is within any County-recognized archaeological/cultural study area and whether the TRPA discovery condition is sufficient to support the required County finding.

[3] Justification Letter, Ex. 5 at 3.
[4] TRPA Conditional Permit No. ERSP2024-1277 at 7 (Condition 12).

G. The Project does not comply with applicable additional standards and requirements.

DCCDC 20.614.040(G) requires a finding that the proposed development complies with all additional standards imposed by the Design Review chapter, the Douglas County Design Criteria and Improvement Standards, and all other requirements of Title 20 applicable to the proposed development and uses within the applicable base zoning district, including the adequate public facility policies of Chapter 20.100.

That finding cannot be made here for the reasons set forth in detail in the May 8, 2026 Appeal Justification Letter, including the Project's misclassification as a developed campground, its inconsistency with S-070B recreational zoning provisions, its improper reliance on accessory-use provisions for employee housing, and the material inconsistencies between the approval, Project description, transportation study, parking calculations, and supporting technical documents. Those unresolved legal and factual deficiencies prevent the County from concluding that the Project complies with all applicable Title 20, zoning, and use-specific standards.

H. The Project will be materially detrimental to public health, safety, convenience and welfare.

DCCDC 20.614.040(H) requires that "[t]he proposed development will not be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity." The Project fails this finding on multiple independent grounds:

1. The parcel at issue presents a possible flood hazard.

The parcel is designated Flood Zone D—"areas in which flood hazards are undetermined, but possible." Justification Letter, Ex. 3 at 1. Campground-specific standards mandate that each campground be located on "a well-drained, properly graded site, free from hazards, unusual noises, *probability of flooding* or erosion." DCCDC 20.668.040(B)(1) (emphasis added). The undetermined flood hazard status of this parcel creates material uncertainty as to whether this standard can be satisfied.[5]

2. The Project lacks adequate emergency access.

The Project relies on a single non-emergency access point off Elks Point Road via U.S. Forest Service land, with a secondary gated emergency-only access on Highway 50 that has not received NDOT approval. DCCDC 20.668.040(B)(3) requires "[d]irect vehicular access to an improved public street or width and construction suitable to traffic requirements of the property served." The Project's access is through unimproved Forest Service land over an access easement[6]—not an improved public street. *See*

[5] The Applicant's drainage and conceptual plan materials depict the main parcel as FEMA Unshaded Zone X and only the access road on the USFS parcel as Zone D. However, the entire parcel is designated flood Zone D. *See* Justification Letter, Ex. 3 at 1.

[6] Notably, the access easement is likely terminated. The prior owner recorded a deed restriction in 2009 extinguishing the property owner's rights to use the Forest Service access easement, and the Applicant sought TRPA approval to rescind that restriction because those rights were necessary for the current project. *See* **Ex. 4**, 4. Even if

Justification Letter, Ex. 4 at 2. As such, the record must show that the access has the width, construction, approvals, and emergency-response functionality suitable to the traffic requirements of a 53-site campground.

3. The traffic analysis demonstrates an unresolved parking deficiency.

The conditional approval requires a minimum of 67 parking spaces. *See* Conditional Approval, Apr. 27, 2026, at 4 (Condition 16). By contrast, the Applicant's transportation study identifies a parking supply and demand of only 59 spaces. *See* Justification Letter, Ex. 6 at 10–11. This discrepancy is material. DCCDC 20.702.120 establishes the applicable parking requirements and under Table 20.702.4, a developed campground *must* provide one parking space per campsite, one space per full-time employee, one space per three part-time employees, and one additional space per ten campsites or cabins.

The resulting eight-space deficit demonstrates that the Project does not satisfy parking requirements. Where a project lacks adequate on-site parking, overflow parking predictably spills into surrounding areas. Here, the shortage raises concerns that vehicles will park along Elks Point Road or on nearby neighborhood streets, creating circulation and safety issues and adversely affecting adjacent properties. The concern is heightened because the only entrance to the Project site is a T-intersection with no turn lanes.

The identified parking demand considers only lodging-related uses and does not account for the Project's event-related activities, like weddings. To the extent those activities generate additional vehicle demand, the Project's parking shortfall may be substantially greater than reflected in the transportation study.

4. The Project record contains material inconsistencies undermining safety review.

As detailed in the Justification Letter, the conditional approval, the Project description, and the supporting technical documents contain material inconsistencies regarding the number of campsites, parking spaces, employee housing configurations, and approved amenities. It remains unclear whether the central lodge/clubhouse was approved. These discrepancies make it impossible to confirm that fire safety, emergency access, and public health standards have been evaluated against the actual scope of development.

III. CONCLUSION

For the reasons stated above, each of the mandatory findings under DCCDC 20.614.040(A) through (H) independently cannot be made on the present record. The Douglas County Consolidated Development Code requires all findings to be made before Design Review may be approved. Because the applicant cannot satisfy any single finding, the application must be denied. The Decision approving Design Review DP25-0184 was issued in error and must be reversed.

TRPA approves rescission of the restriction, the easement is likely abandoned because the record reflects both an intent to extinguish the right and no intervening use consistent with its continued existence.

EXHIBIT 1

070B
RABE

PLAN DESIGNATION:

Land Use Designation	RECREATION
Management Strategy	MITIGATION
Special Designation	NONE

DESCRIPTION:

Location: This area includes the Rabe Meadow area at South Stateline. The boundaries of this area are depicted on TRPA maps H-15 and H-16.

Existing Uses: The area contains the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and some miscellaneous private uses.

Existing Environment: Approximately 50 percent of the area is classified SEZ, 25 percent is low hazard, and the rest is moderate or high hazard. The shorezone tolerance district is 7. The land coverage and disturbance are low. The U. S. Forest Service has restored an old casino site in this area. Habitats for Rorippa subumbellata are found on the beach.

PLANNING STATEMENT: The existing recreation uses should continue and the public beach and camping areas should be expanded.

PLANNING CONSIDERATIONS:

1. There are littoral drift and water quality problems associated with Bitler Marina and the Elk Point Yacht Club.
2. Development in the vicinity of Bitler Marina is in poor condition.
3. There is inadequate parking associated with Elk Point Yacht Club.
4. Scenic Roadway Unit 31, Scenic Shoreline Unit 30, and Scenic Resource Evaluation Area 1 are within this Plan Area.
5. There is an opportunity to expand the facilities of the Nevada Beach Campground.

SPECIAL POLICIES:

1. Protect the Rorippa populations in this beach area adjoining the mobile home park.
2. Provide expanded opportunities for developed recreation on public lands.
3. The Bitler property and Elk Point property shall be required to implement scenic improvement and BMP retrofit programs as part of any Agency project approval.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.[§]

Residential	Single family dwelling (S).
Public Service	Local public health and safety facilities (S), membership organizations (S), public utility centers (S), transportation routes (S), transit stations and terminals (S), and pipelines and power transmission (S).
Recreation	Marinas (S), beach recreation (A), cross country skiing courses (S), day use areas (A), riding and hiking trails (A), cultural facilities (S), undeveloped campgrounds (A), participant sports (S), developed campgrounds (A), outdoor recreation concessions (A), rural sports (S), group facilities (S), snowmobile courses (S), and visitor centers (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), selection cut (A), special cut (A), thinning (A), timber stand improvement (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), prescribed fire management (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A), and SEZ restoration (A).

Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the backshore, nearshore, and foreshore. Accessory structures shall be regulated pursuant to the regulations applicable to the primary use upon which they are dependent in accordance with Chapter 18. The following structures may be permitted in the shorezone as an allowed (A) or special (S) use only if they are accessory to an existing, allowed use located on the same or adjoining littoral parcel.

Tolerance District 7

Primary Uses	Beach recreation (A), boat launching facilities (S), marinas (S), salvage operations (A), tour boat operations (A), water borne transit (A), and water oriented outdoor recreation concessions (A).
Accessory Structures	Boat ramps (A), breakwaters or jetties (S), buoys Structures(A), fences (S), floating docks and platforms

[§] *Amended 04/23/97, General List, Recreation.*

(A), piers (A), shoreline protective structures (S), and water intake lines (S).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Summer Homes	1 unit per parcel
Recreation	
Developed Campgrounds	8 sites per acre
Group Facilities	25 persons per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 55 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

OTHER: Three miles of trail.

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. §

§ Amended 5/22/02

EXHIBIT 2

072
ROUND HILL/TAHOE DEMPSEY

PLAN DESIGNATION:

Land Use Designation	RESIDENTIAL
Management Strategy	MITIGATION
Special Designation	TDR RECEIVING AREA FOR: 1. Multi-Residential Units 2. Existing Development

DESCRIPTION:

Location: This is the undeveloped area between Round Hill and Lake Village on the east side of Highway 50 and is located on TRPA map H-15.

Existing Uses: The area is undeveloped and is half owned by the Round Hill Improvement District and half owned by Dillingham Corporation. The area is five percent built out.

Existing Environment: The land capability for this area is indicated as 66 percent high hazard; however, land capability challenges indicate there are substantially more low and moderate hazard land than indicated. The land coverage and disturbance are less than five percent.

PLANNING STATEMENT: This area should be a receiving area for transfer of residential development.

PLANNING CONSIDERATIONS:

1. Any bypass improvements must be in conformance with an approved bypass plan.
2. Senior citizen housing should be encouraged in this area.

SPECIAL POLICIES:

1. This is a suitable area to increase the supply of low/moderate income housing.
2. Water rights have been an issue with past development proposals in this area.
3. A proposed bypass may be located in this area according to the Transportation Element.
4. Scenic Roadway Unit 31 is within this Plan Area.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.

Residential	Single family dwelling (S), multiple family dwellings (S), and employee housing (S).
Tourist Accommodation	Timeshare (residential design) (S).
Public Service	Local public health and safety facilities (S), transit stations and terminals (S), pipelines and power transmission (S), transmission and receiving facilities (S), transportation routes (S), public utility centers (S), churches (S), and local post offices (S).
Recreation	Participant sports facilities (S), day use areas (A), riding and hiking trails (A), and cross country skiing courses (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), special cut (A), thinning (A), early successional stage vegetation management (A), timber stand improvement (S), structural and nonstructural fish/wildlife habitat management (A), fire detection and suppression (A), fuels treatment/management (A), insect and disease suppression (A), sensitive and uncommon plant management (A), erosion control (A), SEZ restoration (A), and runoff control (A).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Multiple Family Dwelling	8 units per acre
Tourist Accommodation	
Timeshare (residential design)	8 units per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 50 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. §

§ Amended 5/22/02

EXHIBIT 3

APPENDIX B

TRAFFIC IMPACT STUDY CRITERIA

Traffic Impact Studies

Traffic impact studies (TIS) may be required by the County in order to adequately assess the impacts of a development proposal on the existing and/or planned street system. A (TIS) shall be required for proposed developments with peak hour trip generation volumes anticipated to exceed 50 vehicles during any peak hour. The primary responsibility for assessing the traffic impacts associated with a proposed development will rest with the applicant, with the County serving in a review capacity.

The following shall require a written TIS:

a. A rezoning, inclusive of major amendments to a planned development and use by special review applications.

In the case of a rezoning where the proposed zoning is anticipated to generate less traffic than the existing zoning, a letter summarizing the trip generation characteristics of the application, including a comparison to the trip generation characteristics of the existing zoning may be submitted in lieu of a full TIS. (see Traffic Impact Study Compliance Letter requirements in this Appendix B)

b. A preliminary plan or final plat.

c. Site access is required off a State Highway. Prior to issuing an access permit, approval from both the County and the Colorado Department of Transportation (CDOT) must be obtained.

d. Additional access off a State Highway to an existing use is being requested.

e. Any change of use affecting access from a State Highway.

f. The applicant will be required to submit a new TIS if, after submitting the original TIS for any of the above submittals, the land use intensity is increased by more than 20% or the land use is changed so that trip generation is increased by more than 20%.

g. The applicant will be required to update an existing TIS if the existing TIS related to the development is more than two years old, unless the County determines the conditions have not changed significantly.

Scoping the TIS

Transportation consultants are required to meet with and discuss projects with County staff prior to starting the TIS. At a minimum, topics for discussion at such meetings will include trip generation, directional distribution of traffic, trip assignment, definition of the study area, intersections requiring capacity/level of service (LOS) analysis, and methods for projecting build-out volume.

Specific requirements will vary depending on the site location and development proposal. The scope of the TIS shall be commensurate with the scale and scope of probable operational and safety impacts to the general street system. A general guideline related to determining the extent of the study area, is to carry the analysis out at least as far as those areas where newly generated site traffic represents 5 percent or more of a roadway's peak hour capacity. Where site generated traffic will be less than 5 percent of the roadway capacity, the study area limits would, at minimum, include all site accesses,

adjacent roadways and adjacent major intersections, and at maximum would also include all roadways and collector/collector and collector/arterial intersections, extending from the proposed development to and including the intersection with the nearest state or federal highway. The study area and/or improvement commitments may extend into other jurisdictions or incorporated areas.

The TIS will be the responsibility of the applicant and must be prepared, stamped and signed by a licensed Professional Engineer registered in the State of Colorado with adequate experience in Transportation Engineering. Upon submission of a draft TIS, the County will review the study data sources, methods, and findings. Comments will be provided in a written form. The applicant and the project engineer will then have an opportunity to incorporate necessary revisions prior to submitting a final report.

TIS Format

In order to provide consistency and to facilitate staff review of a TIS, the following format must be followed in the preparation of such studies by transportation consultants.

Introduction

The introduction portion of the TIS must contain the following:

a. Development Site and Study Area Boundaries – A brief description of the size of the land parcel, existing land uses, general terrain features, and the location within the jurisdiction shall be included.

The exact limits of the study area shall be based on engineering judgment, and an understanding of existing traffic conditions surrounding the site. In all instances, however, the applicant, engineer, and the County must mutually agree upon the study area limits. These limits will usually result from initial discussions with staff.

A vicinity map that shows the site and the study area boundaries, in relation to the surrounding transportation system, must be included.

b. Proposed Development Description – The specific proposed land use types(s) and size(s) must be identified. If the development is to be built in a phased manner, the types and sizes of the land use in each phase, as well as the projected completion date of each phase, shall be identified. If specific land uses are not known, the most intense use (in terms of traffic generation) allowed by current or proposed zoning must be assumed for the TIS.

c. TIS Scope – The agreed upon scope of the TIS, in terms of the study intersections, driveways, and roadway segments, time periods and future scenarios to be analyzed, must be briefly described.

Existing Conditions

The current traffic conditions within the study area must be identified.

a. Roadway Network – Within the study area, the applicant must describe existing roadways and intersections including roadway classification, speed limits, geometrics, traffic control etc. A map must be provided showing the location of such facilities as well as surrounding land use and zoning.

b. Traffic Volumes – The current traffic volumes at identified intersections (turning movements) and roadway links (24 hour volume counts) for the study time periods must be measured. At a minimum morning and evening (A.M. and P.M.) peak period turning movement counts will be required. Turning movement volumes for other periods may be required.

Traffic volumes over two years old will not be accepted. A graphic showing these volumes shall be included.

All raw traffic count data (including average daily traffic volumes and peak hour turning movements) shall be included in the appendices of the report.

c. Levels of Service (LOS) – The current traffic operations LOS within the study area shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the Highway Capacity Manual (HCM). The County will provide the appropriate existing traffic signal timing values.

All calculations must be included in the appendices of the TIS and electronic data files must accompany the TIS submittal.

d. Traffic Safety Analysis – Analysis of available entering sight distance at all proposed site access points (per Chapter 4 of these Standards). Traffic crash data for roadway corridors affected by the proposed development may be required for the TIS. The safety analysis period will normally be the most recent three years. The County will specify when a traffic safety analysis will be required.

Site Traffic/Trip Projections

a. Site Trip Generation – A summary table listing type, size, the Institute of Transportation Engineers (ITE) Trip Generation - Land Use Code for each land use in the development, trip generation rates used, and the resultant total trips for each time period analyzed must be provided.

Trip generation rates from the most current ITE Trip Generation manual shall be used. In the event that data for the proposed development is unavailable, trip generation from similar land uses, either from other sources, jurisdictions, or field studies, may be used with County approval. With approval, these sources may be used to supplement ITE Trip Generation data.

For phased developments, trip generation for each phase, as well as development build-out, shall be provided.

b. Site Trip Reductions – Use of the following types of trip reduction factors may be considered with approval of the County.

• Pass-by factors as published in the current ITE Trip Generation manual. Pass-by factors are to be used to reduce the projected additional total daily traffic to street(s) serving a proposed development. They are not to be applied directly to reduce trip generation and turning movement volumes at driveways serving the proposed development.

• Internal trip assumptions with analytical support.

• Modal split assumptions with analytical support. For example, when the proposed development is located in a transit oriented development or within a quarter of a mile of a major transit corridor, a trip reduction may be applicable.

c. Site Trip Distribution – The estimates of percentage distribution of trips from the proposed development to destinations in the metro region must be clearly stated in the report using the north, south, east, and west compass points. Trip distribution should be based on actual traffic data. Market studies and information concerning origin of trip attractions to the proposed development may be used to support these assumptions where available. A graphic showing the percentage of site traffic on each street must be provided as part of the TIS.

d. Traffic Assignment – The direction of approach of site-generated traffic via the area's street system must be presented in this section. The technical analysis steps, basic methods, and assumptions used in this work must be clearly stated and agreed to by the County. The assumed trip distribution and assignment must represent the most logically traveled routes for drivers accessing the proposed development. These routes can be determined by observation of travel patterns to existing land uses in the study area. A graphic showing the site traffic assignment on the surrounding roadway network must be included.

Background Conditions

Background traffic growth for intersections and roadways within the study area must be determined for the opening date of the proposed development (short-term) and in the twenty-year planning horizon or area build-out (long-range) without influence of the proposed site, as determined by the County. For large developments, analysis of additional horizons may be required.

a. Approved Developments – Traffic from platted but un-built developments within the study area, or having impact on the study area, shall be added to the appropriate planning horizon (based on expected level of build-out of the approved plat(s)). Typically this will primarily affect the background traffic at the time of the opening of the proposed development; however traffic generated by some larger approved projects may not impact the area until after opening. This traffic must be added into the twenty-year planning horizon.

b. General Growth – In addition to approved developments, regional traffic growth will affect background traffic volumes at both analysis scenarios. Future traffic growth shall be developed through means determined appropriate by Douglas County, such as the DRCOG, Douglas County Transportation Master Plan, growth rate methodology etc. The County will determine whether proposed general traffic growth rates are acceptable.

c. Currently Planned Roadway Improvements – Roadway improvements that would impact traffic conditions within the study area and that are currently planned and funded may be included in the future base conditions, as appropriate. Include the nature of the improvement project, its extent, implementation schedule, and the agency or funding source responsible.

d. Background LOS – The background traffic LOS within the study area, without influence of the proposed site, shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the (HCM).

The extent of vehicle queuing and its potential impact to adjacent intersections shall be evaluated using a Poisson's distribution methodology (see the Queuing Analysis section of this Appendix B), or other method approved by the County.

For unsignalized intersections, the current HCM methodology for determining LOS shall be used to identify projected background traffic conditions.

Background traffic volumes and LOS shall be shown in graphical format for each analysis scenario studied. All LOS calculations shall be included in an appendix to the TIS and electronic data files must accompany the TIS submittal.

Projected Site Traffic Impacts

Traffic impacts of the proposed development shall be analyzed for the anticipated opening time frame, including all project phases, and the identified planning horizon.

Short-term

a. Total Traffic – Site Opening. The total projected traffic volumes at the day of development completion shall be determined by adding the proposed site generated traffic to the short-term background traffic. Total traffic volumes on study area roadways at proposed opening shall be shown in graphical format.

b. Level of Service – Site Build-out. The LOS within the study area at development completion shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the (HCM).

For signalized intersections and/or roadway segments in zoning applications, LOS "D" will be the design objective in urban areas and LOS "C" will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS "D" will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS "E" at signalized intersections for any analysis scenario.

For analysis of unsignalized intersections, the current HCM methodology for determining LOS shall be used to identify projected traffic conditions.

c. Mitigation – Site Opening. At intersections within the study area with projected LOS "E" or worse, mitigation measures shall be identified to bring the intersection operation to an acceptable level.

Long-range

a. Total Traffic – Long-range Projection. The total projected traffic volume at the long-range horizon year shall be determined by adding the proposed site generated traffic to the long-term background traffic. Total traffic volumes at the long-range horizon year shall be shown in graphical format.

b. Level of Service – Long-range Projection. The long-range LOS within the study area shall be described during the identified time periods. LOS shall be determined using the operational methodology as detailed in the most recent version of the HCM.

The design objective for the long-range LOS with the proposed development should be no worse than the long-range LOS projections (background) without the influence of the proposed site.

The extent of queuing and its potential impact to adjacent intersections shall be evaluated using a Poisson's distribution methodology (see Queuing Analysis section of this Appendix B), or other method approved by the County.

The current HCM methodology for determining LOS shall be used to identify projected traffic conditions at unsignalized intersections.

c. Mitigation – Long-Range Projection. At intersections with unacceptable projected LOS (as defined in b., above), mitigation measures shall be identified to bring intersection operation to an acceptable level.

LOS values shall be tabulated in a single table for all study intersections, analyzed time periods, and analysis scenarios. All LOS calculations shall be included in the appendices and electronic data files must accompany the TIS submittals.

Conclusions and Recommendations

This chapter of the TIS is a description of the study findings and shall include:

a. Identified Improvements. This section describes the location, nature, and extent of proposed improvements that would be necessary to ensure sufficient roadway capacity at design objective LOS. A graphic of each improvement should be provided showing the length, width and other pertinent geometric features of the proposed improvements.

b. Operational Analysis at Critical Points. Another iteration of the LOS analysis must be described, which demonstrates the anticipated level of service as a result of making the proposed improvements.

c. Traffic Volume Proportion. Percentages based on the traffic impact analysis may be required by the County to identify the proportion of traffic using various public improvements (both existing and proposed) from several developments within the study area.

Fair share percentage calculations shall be based on the traffic growth and not a percentage of the total (growth plus site) traffic.

Potential Mitigation Measures

Any type of potential mitigation measures, including new roadways, additional traffic lanes on existing roadways, and changes to traffic control are required to be approved by Douglas County.

Roundabouts as Mitigation Measures – At intersections of two roadways that are projected to operate at a poor LOS or require signalization, Douglas County will require evaluation of a modern roundabout as a mitigation measure.

Traffic Signals as Mitigation Measures – The need for new traffic signals will be based on warrants contained in the Manual on Uniform Traffic Control Devices (MUTCD) and any additional warrants established by the National Committee on Uniform Traffic Control Devices. In determining the location of a new signal, traffic progression is of paramount importance. Generally, a spacing of one-half mile for all signalized intersections should be maintained. This spacing is usually desirable to achieve good speed, capacity, and optimum signal progression. Pedestrian movements must be considered in the evaluation and adequate pedestrian clearance provided in the signal cycle split assumptions.

To provide flexibility and ensure optimum two-way signal progression, an approved traffic engineering analysis must be made to properly locate all proposed accesses that may require signalization. The section of roadway to be analyzed for signal progression will be determined by the County and will include all existing and possible future signalized intersections.

The progression pattern calculations must use a cycle consistent with current signal timing policies of the County. A desirable bandwidth of 50% of the signal cycle should be used where existing conditions allow. Where intersections have no signals presently, but are expected to have signals, typically a 60% mainline, and 40% cross street cycle split should be assumed. Cycle split assumptions must relate to volume assumptions in the capacity analysis of individual intersections and consider pedestrian clearance times in the development of time/space diagrams.

The green time allocated to the cross street will be no less than the time which is required for a pedestrian to clear the main street using MUTCD standards. Those intersections that would reduce the optimum bandwidth if a traffic signal were installed may be required to remain unsignalized and have turning movements limited by access design or median islands. Refer to section 3 of the State Highway Access Code for signal spacing on State highways.

Queuing Analysis

A 95%-ile (using Poisson's distribution) queue length will be used as the basis of storage length design and verification of the adequacy of existing storage lengths. Alternative methodologies, such as SynchroTM 95th percentile length calculations may be used with County approval. At signalized intersections, a background cycle length of 120 seconds shall be assumed. Green times for specific movements shall be based on the movement's proportion of the critical lane volume, subject to phase

minimums. Minimum greens shall be assumed to be 10 seconds for through movements and 4 seconds for left turns. Yellow change and red clearance intervals shall be assumed to be 3 seconds and 2 seconds, respectively for left turn movements and 4 seconds and 2 seconds, respectively for through movements. For lane groups that have multiple lanes, a lane utilization factor, in accordance with the HCM methodology, shall be applied to the calculation of queue lengths.

Electronic data files must accompany the TIS submittal.

Revisions to Traffic Impact Study

Revisions to the TIS must be provided as required by the County. The need to require revisions will be based on the completeness of the TIS, the thoroughness of the impact evaluation, the adequacy of proposed improvements and mitigation measures, and the compatibility of the TIS with the proposed access and development plan.

Traffic Impact Study Compliance Letter

A standard TIS approved for a development that has been master planned may be used as reference for the further development of individual lots or subareas. The required TIS for subareas may take the form of a TIS Compliance Letter. The applicant in this case may submit a Compliance Letter confirming the original standard TIS validity as related to the current application. The County may also require additional information beyond the Compliance Letter.

Compliance Letter Qualifying Conditions

A TIS Compliance Letter may be considered if all of the following conditions are present:

- A standard TIS for the area has been completed, and accepted by the County.
- Total projected Trip Generation (per the ITE Trip Generation Manual) including the lot or subarea is less than or equal to the build-out scenario assumptions in the standard TIS.
- Trip distribution is expected to be similar to those projected in the standard TIS.
- Access to the lot or subarea is unchanged from the standard TIS.

If the standard TIS is out of date as determined by County staff, additional data collection and analysis may be required.

Submittal of a Compliance Letter

The applicant must provide the following information in a letter prepared, stamped, and signed by the transportation consultant engineer.

The Compliance Letter shall include at a minimum the following figures and tables:

- Introduction/Project Description
  - Figure: vicinity map
  - Figure: proposed development site plan
- Proposed Conditions

- Site trip generation
- Table: trip generation summary
- Table: comparison of standard TIS trip generation and proposed site uses

- Conclusions/Recommendations
  - Compare/Contrast standard TIS with proposed development.
  - Finding of no significant change to any site attributes including:
    - Operations
    - Access
    - Parcel layout
  - Conclusion page(s) of standard TIS
- Appendix
  - Cover page of standard TIS
  - Trip generation page(s) of standard TIS
  - Master site plan

EXHIBIT 4

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
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STAFF REPORT

Date: September 17, 2025

To: TRPA Governing Board

From: TRPA Staff

Subject: Globetrotter Properties, LLC "Talaz" Developed Campground Project; 176 US Hwy 50, Douglas County, NV: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (access easement); TRPA File #ERSP2024-1277

Summary and Staff Recommendation:
Staff recommends that the Governing Board make the required findings, including a finding of no significant effect, and approve the proposed project.

Required Motions:
To approve the proposed project, the Board must make the following motions based on the staff report:

1) A motion to approve the required findings, including a finding of no significant effect; and
2) A motion to approve the proposed project subject to the conditions contained in the draft permit (Attachment B).

For the motions to pass, an affirmative vote of five members of the Governing Board from Nevada and nine members of the Governing Board overall is required.

Project Description:
Globetrotters Properties, LLC (the applicant) is requesting approval of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses[1], and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit for employees) on an approximately 9-acre parcel located at 176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1 to October 15, whereas the treehouse units and sleeping shelters are planned to be operational year-round. The subject site is proposed to be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off Highway 50. The project also includes substantial tree removal, which is defined as activities on project areas of three acres or more that propose the removal of more than 100 live trees 14 inches in diameter at breast height (DBH).

Governing Board Review: The proposed project requires Governing Board review and approval per Tahoe Regional Planning Agency (TRPA) Code, Section 2.2.2.E*: Recreation*, which requires the Governing Board review and approve recreation projects involving new facilities or additions involving more than 3,000 square feet of building floor area, more than 3,500 square feet of land coverage, or allocation of Persons at One Time (PAOT). TRPA Code, Section 2.2.2.A.1.h, also requires the Governing Board review and approve substantial tree removal (61.1.8).

[1] The treehouses will not be attached to or in trees.

Background:
The subject site is located within Plan Area Statement (PAS) 070B - Rabe, which has a recreation land use designation. The Rabe PAS states that existing recreation uses should continue and the public beach (Nevada Beach) and camping areas should be expanded. Developed campgrounds are an allowed use in the Rabe PAS.

TRPA Code defines a "Developed campground" as:

> Land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle, and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities.

On April 22, 2004, a previous property owner received approval from TRPA to construct a single-family dwelling on the subject site. The PAS identifies single-family dwellings as a special use. The permit for the single-family dwelling has expired.

In 2024, the applicant submitted the proposed project with 53 campsites that all include permanent sleeping structures (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses. None of the proposed sleeping structures have kitchens. Only seven units (13 percent) have ensuite bathrooms. The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the "Developed Campground" use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS and offers a greater public benefit than the previously approved residential use. The proposed use is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses, at campgrounds.

Surrounding Uses:
The subject parcel is adjacent to U.S. Hwy 50, a U.S. Forest Service-owned parcel that includes Rabe Meadow and Nevada Beach Campground and Beach, and the Dorla Court office buildings.

Bathrooms and Kitchens:
Seven (7) sleeping shelters will have ensuite bathrooms. Guests in the domes and treehouses will use the comfort stations, as those units do not include bathrooms. None of the units will have kitchens. The clubhouse includes a kitchen for guests.

Floor Area:
Floor area of structures:

Treehouse: Total gross floor area (384.03) square feet (footprint 192 square feet)
Sleeping Shelter: 425.83 square feet
Sleeping Shelter with Ensuite (Bathroom): 586.4 square feet
Dome: 212.05 square feet
Accessory Dwelling Unit: Total gross floor area 2,120.69 square feet (footprint 1,132.66 square feet)

Development Rights:
The Rabe PAS has 500 overnight Persons at One Time (PAOTs) allocated to it. PAOTs are the number of people that a recreation use can accommodate at a given time (a measure of recreation capacity). Per TRPA Code, Section 31.3.3, four PAOTs are required for each campground site. 53 sites x 4 = 212 PAOTs.

TRPA has reserved 212 PAOTs (ref. TRPA-ALLOC-2640) for the proposed campground. The applicant will be required to transfer in one residential unit of use (RUU) for the accessory dwelling unit (ADU). The subject site is not within the residential bonus unit boundary and therefore the ADU does not qualify for a bonus unit.

Scenic:
The subject parcel is visible from U.S. Highway 50 and is within Roadway Travel Route #31: *Meadow*, which is in scenic attainment. The new structures will be required to comply with the TRPA Design Review Guidelines, which means the project must use earthtone colors and non-reflective building materials. Existing and proposed vegetative screening will help to screen the proposed buildings from U.S. Highway 50. An emergency access gated driveway is proposed off U.S. Highway 50 as part of the project. Project renderings from Highway 50 are provided as Attachment C.

Density:
The maximum site density for developed campgrounds in the Rabe PAS is 8 sites per acre. The maximum allowed density for the subject site is 72 sites. The proposed campground density is 53 sites. TRPA Code, Section 21.3.2, allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation.

Accessory Dwelling Unit:
The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed-restricted for onsite employee housing only.

Height:
All structures are below the maximum height limits in TRPA Code, Table 37.4.1-1: *Maximum Heights for Buildings*.

Rock Outcrops/Boulders:
The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders were identified as "floaters" – not tethered to bedrock – and may be relocated within the project site. As part of the project, the permittee will need to identify on the plans the rock outcrops proposed to be retained and the boulders proposed to be relocated. Temporary Best Management Practices (BMPs) will need to be installed to protect rock outcrops during construction.

Water Quality:
Water Quality Best Management Practices (BMPs) to infiltrate runoff from the 20-year, 1-hour storm event are required to be installed with the project.

Excavation:
Maximum excavation depths cannot exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

Land Capability and Coverage:
The original Assessor's Parcel Number (APN) for the site was APN 07-020-07. It was assigned an Individual Parcel Evaluation System (IPES) score for the purpose of calculating land coverage for a future single-family dwelling.

	Area (sf)	Base Allowable (sf)
IPES 902 (27%)*	94,012	25,383
Class 4 (20%)	219,987	43,997
Class 2 and 1a (1%)	82,401	824
Total	396,400 (9.1 acres)	70,204

*The IPES score associated with the current APN: 1318-22-001-013 is showing an IPES Building Site Area of 328,144 with 29% base allowable land coverage.

November 2, 2001 - a previous property owner recorded a deed restriction transferring 681 square feet of Class 2 base allowable land coverage and 143 square feet of Class 1a base allowable land coverage from APN: 07-020-07 (which was later changed to APN 1318-22-001-008 and then to APN 1318-22-001-013 - the project site) (ref. TRPA File #20010738).

May 30, 2001 - a previous property owner recorded a deed restriction transferring 12,683 square feet of Class 4 base allowable land coverage from APN: 07-020-07 (ref. DOC. # 0515438).

April 22, 2004 - a previous property owner received approval from TRPA to construct a single-family dwelling on APN 1318-22-001-008 (now APN 1318-22-001-013 - the project site) with a condition that they transfer land coverage from the subject site to the access easement on the adjacent U.S. Forest Service Parcel (APN: 1318-22-001-009) for the purpose of constructing a driveway.

September 12, 2006 - a deed restriction was recorded transferring 14,287 square feet of Class 4 potential land coverage from APN 1318-22-001-008 to APN: 1318-22-001-009 (ref. Doc. # 20041263).

June 13, 2007 - TRPA denied a request for a Major Plan Revision to provide access to the property from U.S. Highway 50, rather than from the Forest Service access easement.

July 2, 2007 - the previous property owner submitted a Notice of Appeal to the TRPA denial of a request for a Major Plan Revision (TRPA File # ADMIN2007-0021).

January 21, 2008 - TRPA sent the permittee a letter outlining a Preliminary Settlement Agreement, which included allowing for TRPA's consideration of the access from Highway 50 in exchange for the permanent retirement of the 14,287 square feet of land coverage previously transferred to the access easement and permanently extinguishing the access easement.

September 9, 2009 - a previous property owner recorded a deed restriction rescinding the deed restriction that resulted in the transfer of land coverage (ref. Doc. # 0750398) and recorded a deed restriction permanently retiring the 14,287 square feet of Class 4 potential land coverage (ref. Doc. #0750400). The previous property owner also recorded a deed restriction extinguishing their rights to the Forest Service access easement. (ref. DOC # 0750399). The single-family dwelling was never constructed and the permit expired. As part of the Pre-Application submitted for this project, the applicant submitted correspondence from the U.S. Forest Service indicating that the access easement is still in place.

As part of this application, the applicant is requesting that the recorded deed restriction permanently retiring the land coverage (14,287 square feet) and the deed restriction extinguishing their rights to the access easement be rescinded by TRPA since the associated development was never pursued and the permits have expired. The 14,287 square feet of land coverage and access easement are both needed for the proposed project.

The access easement on the Forest Service parcel (APN: 1318-22-001-009) is within LCD Class 4 per a TRPA stamped set of plans dated April 22, 2007. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant will need to transfer 2,151 square feet of land coverage to the access easement.

January 18, 2024 - the applicant received approval for a land capability challenge, reclassifying the property to LCD Classes 2, 4, and 6 (ref. LCAP2023-0144). Below is the proposed coverage table for the project. It includes transferring 13,318 square feet of land coverage previously transferred off the site back to the site. The land coverage will be transferred to LCD Class 4. This results in a remaining 189 square feet of land coverage that could be transferred back to the site for a future project.

Project Site Coverage Table (APN: 1318-22-001-013)				
	Class 2 (1%)	**Class 4 (20%)**	**Class 6 (30%)**	**Total**
Land Area	13,767	96,152	285,755	395,674
Base Allowable Coverage**	138	19,230	85,727	105,095
Previously Transferred Off-Site	Applied 138	Applied 13,369 balance	n/a	-143 Class 1a - 681 Class 2 -12,683 sf Class 4 - 13,507 (Total)*
Base Allowable after subtracting transferred coverage	0	5,861	85,727	91,588
Proposed Land Coverage	0	19,179*	84,736	103,915
Proposed Land Coverage after Exemptions	0	19,179*	83,523 (1,213 exemption***)	102,702
Coverage Required to be Transferred Back to Site	0	13,318	0	13,318
Remaining Base Allowable	0	0	2,204	2,204 of Class 6

*13,507 square feet of land coverage was previously transferred off-site (ref. TRPA File # 20010115STD - 12,683 sf of LCD Class 4 and TRPA File # 20010738 - 681 sf of Class 2 and 143 sf of Class 1a).
**The 14,287 square feet of coverage previously extinguished is included in base allowable amount. The applicant is requesting this amount of land coverage be reinstated with the project.
***The permittee is proposing 4,850 square feet of pervious pavers, which is eligible for a 25% coverage exemption or 1,213 square feet.

Access Road Coverage (APN: 1318-22-001-009)	
	Class 4 (20%)
Proposed Land Coverage	18,351
Base Allowable Land Coverage	16,200
Land Coverage that is Required to be Transferred to the Site	2,151

The coverage will be transferred to the access easement pursuant to TRPA Code, Section 30.4.2.A.2.

Mobility/Vehicle Miles Traveled/Parking:

The proposed project will generate 615 vehicle miles traveled (VMT), which is less than the screening criteria in this area of 715 average annual daily VMT. The increase in VMT will be mitigated through the payment of a $127,385 mobility mitigation fee ($207.13 per average VMT). The mobility mitigation fee can be used by Douglas County for projects that align with the goals of the Regional Transportation Plan, such as building bicycle or pedestrian infrastructure. The subject site is connected to the Stateline-to-Stateline bikeway. The Stateline-to-Stateline bikeway provides access to Nevada Beach, Round Hill Pines Beach, Stateline, and the Round Hill Shopping Center. A total of 30 bikes will be available on-site, free to use between 7:30 AM and 8:30 PM, for guests staying at the campground. Two electric shuttle vans will also be available to campground guests with service to/from the airport, skiing, shopping, restaurants, golfing, beaches, etc. The project includes 59 parking spaces (1 per each of the 53 campsites, 3 for the ADU, 1 for a manager, and two for shuttles). Six EV charging stations will be available to guests. The Transportation Analysis, dated April 29, 2025, is provided as Attachment E.

Substantial Tree Removal:
TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches in diameter at breast height (DBH) or larger. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58 percent of the trees on site being removed for the construction of roads, buildings, camp sites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees, 14 inches DBH and greater, will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that the Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan. The Substantial Tree Removal Plan is provided as Attachment F.

Tahoe Douglas Fire Protection District:
The applicant submitted an email from the Tahoe Douglas Fire Protection District approving a "PRE TRPA Review" and indicating the District will review the plans to ensure compliance with fire flow, sprinklers, alarms, and fire department gate requirements. There will be no wood-burning fire pits or fireplaces within the project area. Gas fireplaces will be provided in communal areas.

Douglas County:
This project requires a Douglas County Design Review and Building Permit.

Wildlife:
The proposed project may result in impacts to nesting birds during tree removal and construction activities during the nesting season (March 15-August 31), which would result in violation of the Migratory Bird Treaty Act of 1918. To offset impacts to nesting bird species, the following mitigation measure is in the draft permit:

> A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season (March 15 to August 15), a qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the

authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Archaeological Resources:
Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. The draft permit includes a condition requiring the permittee to cease all grading and notify TRPA immediately if previously unknown or undocumented historic, pre-historic, or paleontological materials appearing to be 50 years or older are discovered during grading activity. TRPA will then suspend all grading and consult with the Washoe Tribe and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner will be required to provide protection for the discovered material during this period.

Public Noticing:
TRPA notified property owners within 300 feet of the project area that the Governing Board would review and consider approval of this project.

Environmental Review:
The applicant has prepared an Initial Environmental Checklist (IEC) to analyze potential environmental impacts caused by the project and TRPA staff completed a Project Review Conformance Checklist and V (g) Findings. Based on the IEC, Project Review and Conformance Checklist and V(g) Findings, and conditions in the draft permit, staff is recommending that a Finding of No Significant Effect be made for the proposed project. The IEC and V(g) Findings are provided as Attachments G and H, respectively.

Regional Plan Compliance:
The proposed project, as conditioned in the draft permit, is consistent with the TRPA Goals and Policies, Rabe PAS, TRPA Design Review Guidelines, and TRPA Code of Ordinances, including all required findings.

Contact Information:
For questions regarding this agenda item, please contact Brandy McMahon, AICP, Principal Planner, at (775) 589-5274 or bmcmahon@trpa.gov. To submit a written public comment, email publiccomment@trpa.gov with the appropriate agenda item in the subject line. Written comments received by 4 p.m. the day before a scheduled public meeting will be distributed and posted to the TRPA website before the meeting begins. TRPA does not guarantee written comments received after 4 p.m. the day before a meeting will be distributed and posted in time for the meeting.

Attachments:
A. Required Findings/Rationale
B. Draft Permit
C. Project Renderings
D. Draft Plans
E. Transportation Analysis
F. Substantial Tree Removal Plan
G. Initial Environmental Checklist
H. Project Review Conformance Checklist and V (g) Findings

Attachment A
Required Findings/Rationale

Required Findings/Rationale

Required Findings: The following is a list of the required findings as set forth in Chapters 3, 4, 30, 33, 37, and 61 of the TRPA Code of Ordinances. Following each finding, Agency staff has indicated if there is sufficient evidence contained in the record to make the applicable findings or has briefly summarized the evidence on which the finding can be made.

1. Chapter 3 – Required Findings:

   Based on the information submitted in the Initial Environmental Checklist (IEC), and other information known to TRPA, TRPA shall make one of the following findings and take the identified action:

   (a) The proposed project could not have a significant effect on the environment and a finding of no Significant effect shall be prepared in accordance with the Rules of Procedure, Section 6.6;

   (b) The proposed project could have a significant effect on the environment but, due to the mitigation measures that have been added to the project, the project could have no significant effect on the environment and a finding of no significant effect shall be prepared in accordance with Rules of Procedure Section 6.7; or

   (c) The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with Chapter 3 of the TRPA Code of Ordinances and the Rules of Procedure, Article 6.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, staff concludes there is sufficient evidence that the proposed project, with the conditions in the draft permit, will not have a significant effect on the environment. A finding of no significant effect will be prepared.

2. Chapter 4 – Required Findings:

   (a) The project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and maps, the Code and other TRPA plans and programs.

   Based on the information provided in this staff report, the project application, the IEC, and Project Review Checklist and Article V(g) Findings, there is sufficient evidence demonstrating that the proposed project is consistent with and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, the Rabe PAS, the TRPA Code, and other TRPA plans and programs.

   (b) The project will not cause the environmental threshold carrying capacities to be exceeded.

   TRPA staff completed the "Project Review Checklist and Article V(g) Findings" in accordance with Chapter 4.3, of the TRPA Code of Ordinances. All responses indicate compliance with the environmental threshold carrying capacities. The applicant also completed an IEC. No significant environmental impacts were identified and staff concludes the project will not have a significant effect on the environment.

(c) Wherever federal, state or local air and water quality standards applicable for the Region, whichever are strictest, must be attained and maintained pursuant to Article V(g) of the TRPA Compact, the project meets or exceeds such standards.

TRPA is requiring that all potential environmental impacts of the project be mitigated through the project design, including the installation of both temporary and permanent Best Management Practices and payment of mobility and water quality mitigation fees. The project must also comply with all Douglas County and State of Nevada requirements. As a result, upon completion, the project will not adversely affect air or water quality standards.

3. Chapter 30 – Required Findings:

Finding 30.4.2.A.2: Linear Public Facilities and Public Health and Safety Facilities
The maximum land coverage for linear public facilities and public health and safety facilities is limited to the minimum amount needed to achieve their public purpose, except as provided for non-motorized public trails in subsection 30.4.6.D.3. Such transfer may be permitted, provided TRPA makes the following findings:

a. The project complies with required findings for additional public service facilities if required pursuant to Section 50.8;
b. There is no feasible alternative that would reduce land coverage;
c. The project, because of its unusual configuration or service requirement, requires special consideration; and
d. The facility primarily serves the needs of persons other than those who are or will be residents of the lands in question, or the owners of the land in question.

The permittee is proposing to construct a driveway to the subject site through an access easement on a US Forest Service parcel (APN: 1318-22-001-009). The access easement is within LCD Class 4, which is considered high-capability land suitable for development. The base allowable land coverage within the access easement is 16,200 square feet. The proposed driveway requires 18,351 square feet of land coverage. The applicant is proposing to transfer 2,151 square feet of land coverage to the access easement. The proposed driveway is needed for guests and staff to access the subject site. Although the subject site could be accessed directly from U.S. Highway 50, the project applicant is proposing to access the site via Elks Point Road due to U.S. Highway 50's traffic volumes and scenic corridor designation.

4. Chapter 33 – Required Findings:

Finding 33.3.6.B: Excavations in excess of five feet in depth or where there exists a reasonable possibility of interference or interception of a water table shall be prohibited unless TRPA finds that:

A Soils/Hydrologic report prepared by a qualified professional, which proposed content and methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation

Maximum excavation depths are limited to 5 to 8 feet, consistent with the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152) for the project. TRPA staff found no evidence of groundwater within this depth range.

5. Chapter 37 – Required Findings:

TRPA may approve building heights over 26 feet, up to the maximums set forth in Table 37.4.4-1, if the following findings set forth in Section 37.7 are made.

The proposed structures comply with TRPA Code, Chapter 37: *Height.* The sleeping shelters, domes, and comfort stations are all below 26 feet in height, which do not require special height findings. The treehouses, BBQ Pavilion, ADU, and main lodge are all above 26 feet in height, which require special height findings.

Finding 1
When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.

The additional height will not extend beyond the forest canopy. The project is not located in the shoreland.

Finding 2
When outside a community plan, the additional height is consistent with the surrounding uses.

The additional height is consistent with surrounding uses, including office buildings located on Dorla Court.

Finding 3
With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

Existing vegetation will be preserved, and new landscaping will be added to screen buildings from Highway 50. Non-reflective, earthtone exterior materials will be used. Views from Highway 50 should not be impacted by the project.

Finding 8
The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height. The maximum height at the corner of two exterior walls is the difference between the point of lowest natural ground elevation along an exterior wall of the building, and point at which the corner of the same exterior wall meets the roof. This standard shall not apply to an architectural feature described as a prow.

The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height.

6. Chapter 61 – Required Findings:

The following finding in TRPA Code, Section 61.1.5, is required for substantial tree removal:

Before tree-related projects and activities are approved by TRPA, TRPA shall find, based on a report from a qualified forester, that the project or activity is consistent with Chapter 61 and the Code. TRPA may delegate permit issuance to a federal, state, or other qualified agency through a memorandum of understanding.

TRPA Code Section, 61.1.8: *Substantial Tree Removal*, states that substantial tree removal is activities on project areas of three acres or more and proposing the removal of more than 100 live trees 14 inches diameter at breast height (DBH) or larger and that substantial tree removal projects shall be processed by the appropriate state and federal agencies in coordination with TRPA. Substantial tree removal must be prepared by a qualified forester. TRPA Code, Section 2.2.1.A.h, requires the Governing Board approve substantial tree removal.

A Substantial Tree Removal Plan, dated February 15, 2025, was prepared by a qualified forester for the proposed project because it requires the removal of 226 trees 14 inches DBH and greater and the project site is over three acres in size. The proposed project will result in 58% of the trees on site being removed through construction of roads, campsites, trails, drainage for control of runoff, and parking areas. In addition to the trees to be removed on the project site, trees will also be removed in the access easement, which crosses federal lands administered by the U.S. Forest Service. The Plan indicates that 54 trees 14 inches DBH and greater will be removed. A TRPA Forester reviewed the Plan on behalf of the Agency and found that Plan is consistent with Chapter 61 of the TRPA Code. A condition has been added to the draft Permit requiring the developer to comply with all recommendations in the Plan.

TRPA Code, Section 61.3.7: *Old Growth Enhancement and Protection*, sets standards for the removal of trees 24 inches in DBH or greater in the eastside forest type in areas designated as recreation. The subject site is within the Rabe PAS, which has a recreation land use designation. On the project site, the total amount of trees to be removed includes 18 trees greater than 24 inches in DBH. In the access easement, the total amount of trees to be removed includes 24 trees greater than 24 inches in DBH. The site does not contain an old growth ecosystem (ref. IEC). For the project to move forward as proposed, the trees will need to be removed.

Attachment B
Draft Permit

Draft Permit

PROJECT DESCRIPTION: Globetrotter Properties, LLC - Talaz Developed Campground Project

PERMITTEE(S): Globetrotter Properties, LLC APN: 1318-22-001-013 & -009

COUNTY/LOCATION: Douglas County/176 US Hwy 50 FILE #: ERSP2024-1277

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on _____, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on _____, 2028, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, DEMOLITION, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
(3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

_____ _____

TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____
(wet signature required)

PERMIT CONTINUED ON NEXT PAGE

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APN: 1318-22-001-009 & -013

FILE NO. ERSP2024-1277

Security Posted (1):	Amount $_____	Paid ____	Receipt No. _____
Water Quality Mitigation Fee (2): APN: 1318-22-001-013	Amount $98,429.34	Paid _____	Receipt No. _____
Water Quality Mitigation Fee (3): US Forest Service parcel APN: 1318-22-001-009	Amount $30,132.00	Paid _____	Receipt No. _____
Off-Site Coverage Mitigation Fee (4): APN: 1318-22-001—009 & 013	Amount $19,995_	Paid _____	Receipt No. _____
Mobility Mitigation Fee (5):	Amount $127,385	Paid _	Receipt No.
Security Administration Fee (6):	Amount $_____	Paid __	Receipt No. _____

Notes:

(1) See Special Condition 3.A, below.
(2) See Special Condition 3.B, below.
(3) See Special Condition 3.C, below.
(4) See Special Condition 3.D, below.
(5) See Special Condition 3.E, below.
(6) Refer to the TRPA Fee Schedule for the current security administration fee.

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

_____ _____

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes the construction of a developed campground ("Talaz") with 53 campsites (18 dome structures, 9 treehouses, and 26 sleeping shelters) and accessory uses (main lodge/clubhouse, 3 comfort stations (bathrooms/showers), event lawn, barbecue pavilion, recreational equipment rentals, two playgrounds, and one accessory dwelling unit) at

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176 U.S. Highway 50, Douglas County, Nevada (APN: 1318-22-001-013). The 18 dome sites will only be in operation from May 1st to October 15th, whereas the treehouses and sleeping shelters will be operational year-round. The accessory dwelling unit will be a 3-bedroom unit with the capacity to house up to 9 employees. The subject site will be accessed from Elks Point Road through a U.S. Forest Service-owned parcel (APN: 1318-22-001-009). The access road will be constructed within an 80-foot-wide access and utility easement (ref. Doc. # 0657526). A gated emergency vehicle access driveway will be provided off of Highway 50. Two shuttles and free bike rentals will be provided to guests. Temporary and permanent Best Management Practices (BMPs) will be installed as part of this project.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:

   A. The security required under Standard Condition A.3 of Attachment R shall be 110 percent of the estimated cost to install BMPs. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and the TRPA Fee Schedule for the required security administration fee.

   B. A water quality mitigation fee of $98,429.34 shall be paid to TRPA. This fee is based on the creation of 52,919 square feet of new base allowable land coverage at a rate of $1.86 per square foot on APN: 1318-22-001-013 (102,702 sf of proposed coverage – 13,318 sf of transferred coverage – 36,465 of previously mitigated coverage). *Note: A water quality mitigation fee of $56,156.10 was paid to TRPA under File # 20021991 (ref. Receipt # 438577). The fee was based on the creation of 36,465 square feet of land coverage at a rate of $1.54 per square foot.*

   C. A water quality mitigation fee of $30,132 shall be paid to TRPA. This fee is based on the creation of 16,200 square feet of new base allowable land coverage at a rate of $1.86 per square foot for the driveway on the U.S. Forest Service parcel (APN: 1318-22-001-009).

   D. The permittee shall submit an offsite coverage mitigation fee of $19,995 for the creation of 1,333 square feet of land coverage in the public right-of-way ($15.00 per square foot in South Stateline (NV) Hydrologic Area). *Note: 762 square feet is proposed on U.S. Highway 50 and 892 square feet is proposed on Elks Point Road. An off-site coverage mitigation fee of $3,852 was paid to TRPA under File #20021991 (ref. Receipt # 438577). The fee was based on the creation of 321 square feet of off-site coverage for the driveway.*

   E. The permittee shall submit a $127,385 mobility mitigation fee. This fee is based on the addition of 615 average daily vehicle miles traveled (VMT) ($207.13 per average daily VMT).

   F. The permittee shall transfer 2,151 square feet of coverage to APN: 1318-22-001-009 for the access road. The access easement is within LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

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G. The permittee shall transfer 13,318 square feet of coverage to APN: 1318-22-001-013 to replace coverage previously transferred off the site. The coverage will be transferred to LCD Class 4. All coverage transfers shall be in compliance with the TRPA Code of Ordinances.

H. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction permanently retiring the 14,287 square feet of land coverage.

I. The permittee shall record a TRPA approved deed restriction rescinding the previously recorded deed restriction extinguishing the property owner's rights to the access easement.

J. The permittee shall record a TRPA approved deed restriction limiting the use of the ADU to only employees of the campground. The permittee shall provide the most recent grant deed for the property to TRPA.

K. The permittee shall provide evidence that the Nevada Department of Transportation (NDOT) has approved the emergency access onto Highway 50.

L. The permittee shall provide evidence that the Tahoe Douglas Fire Protection District (TDFPD) has approved the project.

M. The final construction drawings shall have notes indicating conformance to the following design standards for color, roofs, and fences:

(1) Color: The color of this structure, including any fences on the property, shall be compatible with the surroundings. Subdued colors in the earthtone and woodtone ranges shall be used for the primary color of the structure. Hues shall be within the range of natural colors that blend, rather than contrast, with the existing vegetation and earth hues. Earthtone colors are considered to be shades of reddish brown, brown, tan, ochre, and umber.

(2) Roofs: Roofs shall be composed of non-glare earthtone or woodtone materials that minimize reflectivity.

(3) Fences: Wooden fences shall be used whenever possible. If cyclone fence must be used, it shall be coated with brown or black vinyl, including fence poles.

N. A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within in 30 feet of structures."

O. The permittee shall submit a landscape/revegetation plan for the project area. The landscape/revegetation plan shall be consistent with the requirements of Chapter 36 of the TRPA Code of Ordinances, TRPA Handbook of Best Management Practices, and Living with Fire, Lake Tahoe Basin, Second Edition.

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P. The permittee shall submit an exterior lighting plan with specifications and/or details for all proposed exterior lighting fixtures and a proposed location plan. All exterior lighting shall be consistent with TRPA Code of Ordinances, Section 36.8 *Exterior Lighting Standards*. Specifically, all exterior lighting shall be fully shielded and directed downward so as not to produce obtrusive glare onto adjoining properties or the public right-of-way. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizonal is prohibited.

Q. The subject property consists of a large knoll with numerous rock outcrops and more than 100 large, surface boulders. Large rock outcrops ("exposed bedrock") will need to be maintained and protected with the project. Other boulders ("floaters") may be relocated within the project site. The permittee shall identify on the plans the rock outcrops proposed to be retained and boulders proposed to be relocated for review and approval by TRPA staff. Temporary BMPs may need to be installed to protect rock outcroppings.

R. The construction staging area shall be shown on the final plans.

S. The location of utilities shall be shown on the final plans.

T. The permittee shall submit a signage plan or a separate signage application to TRPA.

U. The permittee shall submit a project construction completion schedule to TRPA prior to commencement of construction. The schedule shall include completion dates for each item of construction, as well as BMP installation for the entire project area.

V. The permittee shall submit the BMP Plan to TRPA's Environmental Improvement Department for review and approval. The BMP Plan shall be updated to include:

1) Driplines extended one foot beyond each roof end.
2) Baffles when driplines are installed on slopes.
3) Non-flammable borders.
4) Five-foot non-combustible perimeters around structures.
5) Swales included in calculations (they will reduce basin sizes).
6) Swales with check dams.
7) Drain inlets or sediment canisters at the ends of conveyances that will discharge parking or road runoff to basins.
8) Basins with flat bottoms that follow the contours of slopes.
9) BMP details.
10) Snow storage areas and signage locations.
11) Parking barriers. Parking barriers shall be installed to prevent off-pavement parking.

W. A BMP Inspection and Maintenance Plan shall be submitted detailing the maintenance requirements and schedules for all BMPs installed on the property.

X. A qualified biologist, subject to TRPA pre-approval, must be selected and under contract for the project. For construction activities proposed to occur during the nesting season

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(March 15 to August 15), the qualified biologist shall survey the Project Area to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with the U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW) and TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

Y. The permittee shall e-mail one final set of plans to TRPA for electronic stamping.

4. Maximum excavation depths shall not exceed 5 to 8 feet as approved in the TRPA Soil Hydrologic Investigation, dated August 26, 2024 (ref. LCAP2024-0152).

5. No structures shall be attached to trees.

6. No wood fireplaces or wood burning fire pits are approved with this project.

7. New gas fireplaces must meet the requirements of the TRPA Code of Ordinances (Code Section 65.1.4). Floor plans must include the make and model to ensure new heaters meet TRPA requirements.

8. All recommendations in the Substantial Tree Removal Plan, dated February 15, 2025, and Nevada Forest Practice rules shall be followed.

9. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.

10. Prior to security release, photos shall be provided to TRPA taken during the construction of any subsurface BMPs or of any trenching and backfilling with gravel.

11. All BMPs shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.

12. Historic and cultural activities are known to have existed within the larger vicinity of the project site; however, no known resources have been recorded or documented on the subject parcel. In the event that previously unknown or undocumented historical, pre-historical, or paleontological materials appearing to be 50 years or older are discovered during grading activity, all grading shall cease and TRPA shall be notified immediately. TRPA shall suspend grading and consult with the Washoe Tribe, if applicable, and appropriate local, state, or federal entities and determine whether the site or resource warrants further investigation. The property owner shall provide protection for the discovered material during this period.

13. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for

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any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

14. This approval is based on the permittee’s representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

END OF PERMIT

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Attachment C
Project Renderings

Project Renderings

From Highway 50 Looking at Project Site

Driving north towards Round Hill



Driving south towards Stateline



Attachment D
Draft Plans

Attachment E

Transportation Analysis

Attachment F
Substantial Tree Removal Plan

Globetrotter 50 Project

Tree Removal Plan



Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Prepared By: William E. Snyder
California Registered Professional Forester 1760
February 15, 2025

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Globetrotter 50 Tree Removal Plan

Project Name: Globetrotter 50
TRPA File Number ERSP2024-1277

Project Location: The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 sites per acre, or a maximum of 72 sites for this property.

Project Description and Landowner Objectives: The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 employees in an accessory dwelling unit building.

Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Regulatory Setting:

1. TRPA
   This project will remove in excess of 100 live trees greater than 14 inches in DBH and larger and per TRPA Code of Ordinances 61.1.8 the project will exceed the Substantial Tree Removal threshold.

   This Tree Removal Plan is intended to describe the prescription for tree removal in conformance with TRPA Code of Ordinances 61.1.6 A. 3.-7., B. 1.-4, C., D. 1.-5.E. 1.-2 and F. 3.-4.

   It is the intent to make commercial use of sawlogs from trees which are removed per TRPA Code of Ordinances 61.1.6 A.

2. Nevada Division of Forestry
   While trees will be removed for commercial use, The Nevada Division of Forestry determined that because the parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland. As such, the Nevada Division of Forestry determined that neither a Timberland Conversion Certificate nor a Logging Permit through the State of Nevada is required to remove trees from the property. A copy of

the email from the Nevada Division of Forestry is included as an attachment to this report.

Site Description Physical Setting:

- Existing Vegetation
    - **Vegetation Type:** Vegetation on the project site consists of eastside Jeffrey pine (*Pinus jeffreyi)* forest with sampled trees indicating a stand age of approximately 120 to 130 years. A minor component of white fir (*Abies concolor)* is present in the stand. Diameter distribution of the existing stand is dominated by 10" to 20" DBH trees with a scattered component of trees larger than 24" DBH.

      Understory vegetation consists of Greenleaf manzanita (*Arctostaphylos patula*), bitterbrush (*Purshia tridentate*), mountain sagebrush (*Artemisia tridentate*), and mahala mat (*Ceanothus prostrates*). Conifer regeneration is largely absent from the site.

    - **Late Seral/Old Growth Ecosystems**: The site/parcel and adjacent properties do not contain any late seral/old growth ecosystems and no impacts to these ecosystems will occur.

    - **Forest Structure:** Canopy closure levels of overstory conifers is variable. Approximately 50% of the site is open with canopy closure ranging from 0 to 15%. On the balance of the site, stands are well stocked and canopy closure is higher ranging from 30 to 50%.

      The overstory stands are approximately 120 to 130 years old based on a limited sample of dominant trees. Tree heights ranged from 72 to 90'.

- **Soils**: Soils on the site are well drained sandy loams developed from granitic parent material. Slopes generally range from 2% to 30% with a steeper area in the northeast corner of the project which is dominated by granite outcrops. This area is not within the development footprint and is less than ½ acre in size. The property's land capability consists of Classes 2, 4 and 6 lands.

- **Access**: Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

- **Hydrology:** There are no watercourses or streams located on the project site or immediately adjacent to or downslope of the project area.

- **Sensitive Wildlife and Plants**: Wildlife use is currently influenced by existing fencing along the entire property line. Signs of usage by larger mammals would not be expected given the fencing and none were observed.

  No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

  The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which would result in violation of the Migratory Bird Treaty Act of 1918. Mitigations to avoid impacts to nesting birds are described in the Tree Removal Plan section.

- **Forest Health**: Observations of tree conditions noted two issues of concern that will need to be monitored. These include some indications of what is presumed to be Jeffrey pine bark beetle (*Dendroctonus jeffreyi*) activity in the existing stands that has led to some mortality. In addition to the observed bark beetle activity, a light to moderate level of dwarf mistletoe (*Arceuthobium campylopodum*) in the Jeffrey pine was also observed.

  Post tree removal and post construction activities will need to include monitoring of retained trees.

Planned Tree Removal

- **Objectives**: The property will be managed as a recreational destination for visitors to the Lake Tahoe area Consistent with the anticipated long term use, the overall objectives related to tree and forest stands is to maintain or enhance the health of the existing stands of trees to maintain the aesthetic qualities of the property and enhance the quality of guest experience.

  Consistent with these objectives, it is the property owner's intent to retain as many trees as possible throughout the project site. However, site development will result in removal of 58% of the trees on site through construction of roads, buildings and camping sites, trails, drainage for control of runoff, comfort stations, parking areas, etc.

  Development Area Tree Count Removal Summary*:* All trees greater than 10" in DBH were measured and tagged. A tree was noted as likely to be removed if the tree was located within the footprint of planned development feature such as a road, building, parking lot, drainage feature, etc. Based on tree tally information it was determined that a total of 226 trees 14" and greater in DBH will be removed. The total includes 18 trees greater than 24" in DBH.

Forest Service Road Right of Way Tree Count Removal Summary*:* In addition to the trees to be removed by the project development activities on the 9 acre parcel, trees will also be removed in the right of way which crosses federal lands administered by the Forest Service. A 100% inventory was done to determine the number of trees to be removed within the right of way. The results of the inventory of trees indicate that 54 trees 14" and greater in DBH will be removed. Twenty-four of the trees to be removed are greater than 24" in DBH.

- **Harvesting systems**: Terrain on the project area is conducive to utilization of ground based logging methods and equipment. Equipment to be utilized will likely include rubber tired skidders, small bulldozers, loaders, chippers, and related servicing equipment. As described previously, slopes range from 2 to 30%. The preferred mix of equipment will include the use of conventional tree falling using chainsaws or, depending on availability, feller-bunchers.

- **Tree Removal Guidelines**: All trees 10" and greater have been tagged and numbered by the project manager and forester. Tree lists by number have been provided to TRPA staff along with a geo-referenced base map to allow for review and evaluation by TRPA staff.

  To assist the timber operator in determining trees to be removed, prior to the start of logging operations, the Project Manager and Project Forester will mark trees for removal based on site development plans. Trees to be removed will be marked with paint with a horizontal stripe at breast height and a spot on the stump. In addition trees outside of the development footprint located within the project boundaries which are dead or dying will be marked for removal.

- ## Tree Removal Management Practices

  - Tree felling-Trees will be felled to minimize damage to leave trees and vegetation to be retained. Trees will be directionally felled away from structures located within 100' of the developed areas to the north of the project area and the project boundary adjacent to Highway 50. Stump height shall not exceed 6" as measured from the uphill side of the slope unless, as determined on an individual tree basis, conditions such as rock or other obstruction warrant leaving a taller stump. In the cases where leaving a taller stump is warranted, stump height will be minimized to the extent possible..

    The preferred method of tree felling will be hand felling with chainsaws with the option to use feller bunchers depending on availability of timber operators.

If conventional hand felling is utilized, felled trees will be bucked into merchantable log lengths with limbs lopped from unmerchantable portions of the tops of the trees. If feller bunchers are used, it is the intent to fell the trees and skid whole trees to the landing location for processing into appropriate log lengths. Some top breakage is anticipated even with use of feller bunchers and whole tree skidding. Tops and any slash remaining after whole tree skidding will be lopped by hand.

Damage to unmarked trees and residual vegetation shall be avoided consistent with safety and ground conditions.

- Skidding-Equipment used to skid logs to the landing for processing will include rubber tired skidders and /or small dozers. Skid trails will be flagged by the project manager and forester prior to the start of timber operations and reviewed on the ground with the timber operator.

- Access-Access to the logging site will be over the road right of way across the Forest Service and Highway 170 Elks Point Road to Highway 50. The operator will take appropriate actions to minimize dust associated with hauling of logs and keep the paved portion of Elks Point Road free of dirt and/or mud that might be tracked onto the paved surface as a result of tree removal operations.

- Slash Treatment/treatment of Activity fuels-It is the intent to lop and scatter any limbs and tops that result from hand felling operations to a treated average height of less than 12 inches.

  If whole tree skidding is used as an option following felling by conventional hand methods or use of a feller buncher, whole trees will be moved to a landing located in the southern portion of the project. Whole trees will be processed into logs at the landing and tops, limbs and unmerchantable material will be chipped on site. In-lieu of grass seeding, chipped material may be utilized for mulching skid trail and landing surfaces. Excess material not needed for landing and skidtrail surface protection will be stockpiled onsite for use on the project development, where needed.

  To prevent buildup of bark beetles, slash concentrations will be treated through scattering, chipping or removal from the site within 6 weeks of the date of falling operations.

- Erosion Control-Within 10 days of the completion of skidding operations, water breaks shall be installed on all skid trails and the landing surface. Water break

spacing on skidtrails with grades of less than 10% shall be spaced at intervals of no greater than 100'. Water break spacing on skidtrails greater than 200' feet in length with grades of 11 to 25% shall be spaced at intervals of 75 feet. Native surfaced roads used for logging access will be water barred immediately upon completion of use unless it is anticipated that road improvement work associated with the project development will begin within six weeks of the conclusion of logging operations.

Water break location will be flagged by the project manager or forester on all roads, landings, and skidtrails used for logging operations. Water breaks will be located to allow water to be discharged into some form of vegetative cover, duff, slash or rocks. Water breaks will be cut diagonally to a minimum depth of 6" and with a continuous berm of at least 6". Soil or other material that would prevent water from discharging as intended shall be removed as necessary to allow water to discharge.

In addition to construction of water breaks, skid trail and landing surfaces will be seeded to grass and covered with a sterile straw mulch to an average immediate post treatment depth of 4" over 90% of the skidtrail or landing surface.

In lieu of grass seeding, chips may be placed on skid trail surfaces and on exposed cut and sidecast areas of disturbance associated with roads. Subject to availability, chips will be distributed across the skid trail surface to achieve at least 2" and coverage of at least 90% of the treated area. If insufficient chips are available to treat skid trails, remaining exposed skid trail and/or disturbed areas to be treated associated with road construction, shall be seeded with grass consistent with the provisions of NRS 528.057.

- SEZ Operations-There are no SEZ's on the project area.

- Special Provisions for Protection of Protected Plants and Wildlife:

No rare, unique or endangered species of plants are located within the parcel and therefore will not be impacted or reduced in number.

The proposed project may result in impacts to nesting birds during tree removal and or construction activities during the nesting season (March 15-August 31) which could potentially result in violation of the Migratory Bird Treaty Act of 1918. In order to offset impacts to nesting bird species the following mitigation measure shall be implemented:

> For construction activities proposed to occur during the nesting season (March 15 August 15), a qualified biologist shall survey the Project Area

to identify any migratory bird nest sites that may be present. If a nest is present in the immediate vicinity, the qualified biologist shall evaluate whether the nest is impacted by the project. The biological monitor shall have the authority to stop construction near occupied sites if it appears to be having a negative impact on nesting migratory birds or their young. If construction must be stopped, the monitor must consult with USFWS, NDOW and/or TRPA staff within 24 hours to determine appropriate actions to restart construction while reducing impacts to identified migratory bird nests.

- Planned Winter Operations-Given the elevation and aspect of this site, winter operations over the snow are not proposed.

- Treatment of Stumps: Treatment of green stumps is not proposed as stumps will be subsequently removed through development activities.

- Fire Prevention and Fire Plan: The Project Manager and/or Project Forester will develop a Fire Prevention and Fire Plan prior to the start of logging operations. The Fire Prevention and Fire Plan will include the following elements:

    - The responsibilities of the operator to make immediate and sustained attack on all fires starting on the harvest area employing his or her normal logging crew and equipment to the extent necessary to suppress any fires on the logging area.
    - Require logging operator to perform loading, equipment servicing welding and other operations which have the potential to ignite forest fuels over bare ground that extends at least 10 feet on all sides from the activity.
    - Require the Project manager or project forester to provide written notice to the State Forester Firewarden of the timber owner's intent to commence logging operations. The notice shall include a fire plan on a form provided by the State Forester Firewarden. Logging operations shall not start earlier than 10 days after the fire plan has been received by the State Forester Firewarden. The fire plan shall include at least the following information:
        - Names of all personnel having responsibility in fire suppression, indicating their duties and line of authority.
        - Location and number of persons ordinarily available for fire fighting.
        - Protocols the logging operator will follow to report fires.

- Lists showing the type, number and location of fire tools and equipment reserved for use only on fires, and also, those units of regular operating equipment that may be used for fire fighting.
- Legal description of the logging area.

Forest Health Considerations

- **Post Logging Tree Monitoring:**

  Tree health of individual trees will be monitored by the Project Manager after logging has been completed and through the period of construction and development. The intent of the monitoring is to detect and respond appropriately to trees which show signs of decline due bark beetle attack, mistletoe, or breakage associated with damage from wind or root systems. Where individual tree health is in question the Project Manager will request evaluation of individual trees by a qualified arborist. Trees, as determined by the arborist, which are anticipated to die and pose a threat to life or property, will be removed by an appropriate tree service.

Copy of Email from Anna Higgins, Forester III

Nevada Division of Forestry

Hello Bill,

Thank you for your inquiry to Nevada Division of Forestry regarding potential logging on APN# 1318-22-001-013. As this parcel is classified as 280: Single Family Residential with Minor Improvements by Douglas County it is not covered under Nevada NAC 528 and NRS 528, as it does not qualify as timberland with a timber owner. As such, no Timberland Conversion Certificate nor Logging Permit through the State of Nevada are required to remove trees from the property. TRPA and Douglas County will cover regulations related to the development of this parcel.

Sincerely,

Anna Higgins

Forester III - Nevada Tahoe Resource Team

Nevada Division of Forestry

901 S. Stewart Street, Suite 5003

Carson City, NV 89701

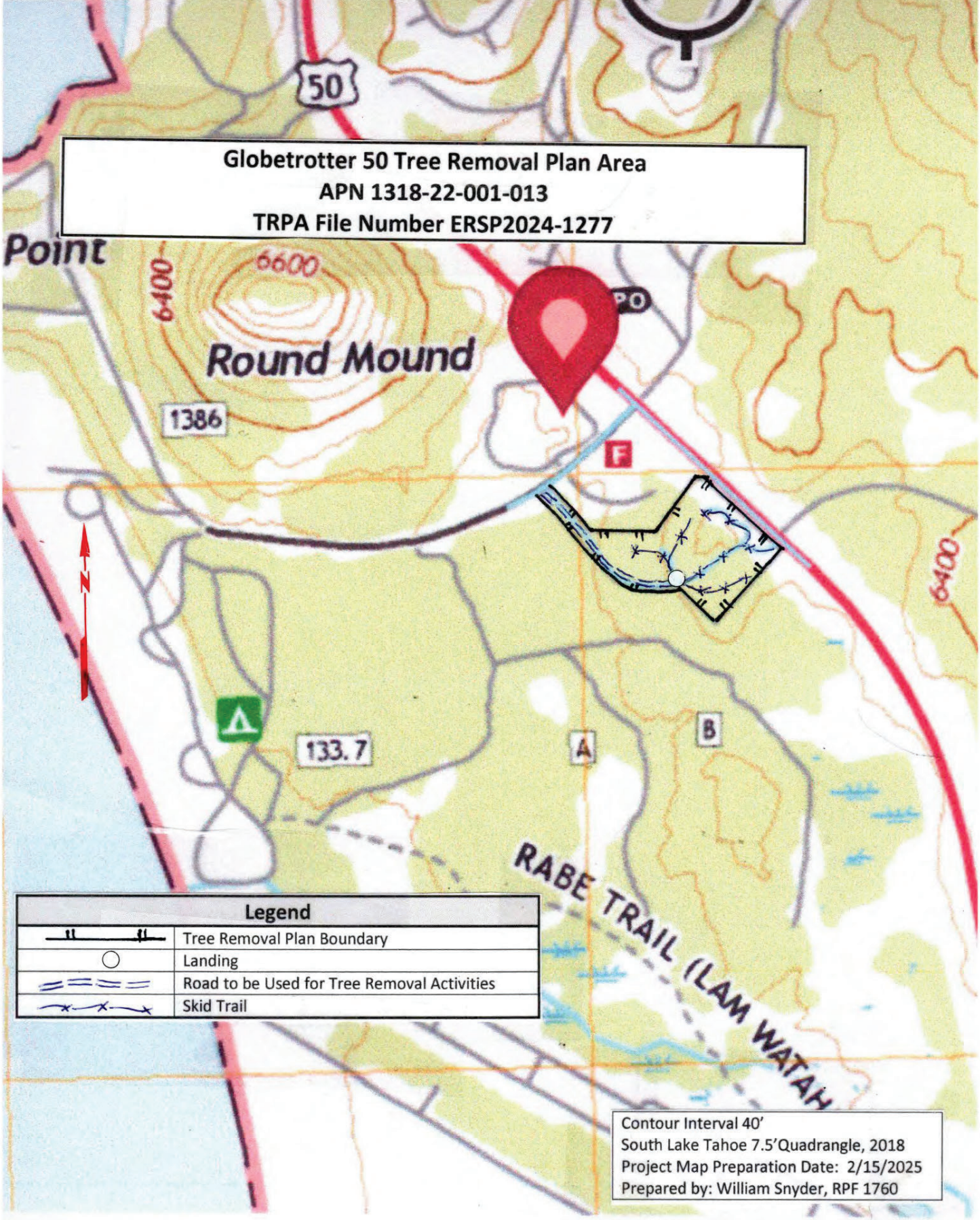
ahiggins@forestry.nv.gov
(775) 684-2741 office | (775) 600-5798 cell

NEVADA DIVISION OF FORESTRY

Connect with us:

Nevada Department of CONSERVATION & NATURAL RESOURCES

Connect with us:


Globetrotter 50 Tree Removal Plan Area
APN 1318-22-001-013
TRPA File Number ERSP2024-1277
50
Point
6600
6400
Round Mound
PO
1386
F
N
6400
133.7
A
B
RABE TRAIL (LAM WATAH
Legend
Tree Removal Plan Boundary
Landing
Road to be Used for Tree Removal Activities
Skid Trail
Contour Interval 40'
South Lake Tahoe 7.5'Quadrangle, 2018
Project Map Preparation Date: 2/15/2025
Prepared by: William Snyder, RPF 1760

Globetrotter 50 Project

Site and Grading Plan (08/24)



Attachment G

Initial Environmental Checklist

Attachment H
Project Review Conformance Checklist and V (g) Findings

PROJECT REVIEW CONFORMANCE CHECKLIST & V (g) FINDINGS

(Commercial/Tourist Accommodation/Public Service/Recreation/Resource Mngt.)

Project Name: Talaz Developed Campground

Project Type: Recreation

APN / Project Number: APN: 1318-22-001-013 (project site) & 1318-22-001-009 (easement); ERSP2024-1277

Project Review Planner: Brandy McMahon Date of Review: May 12, 2025

NOTE: if the answer to question b. on any of the following questions is *no*, please provide a written justification on a separate sheet for making the findings required in subsections 4.4.1 and 4.4.2 of the code. If the answer to question b. is yes or if no answer is required, this checklist shall serve as justifications for making said findings. Any positive impacts of the project on the thresholds that have not been addressed in these questions should also be noted.

CATEGORY: AIR QUALITY

THRESHOLD: CARBON MONOXIDE (CO) INDICATOR: (CO) 8-hr. avg. Stateline CA station

1.	a.	Does the project generate new vehicle trips?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4.B.1?	Y ☒ N ☐
2.	a.	Does the project create new points of vehicular access?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 34.3.2?	Y ☒ N ☐
3.	a.	Does the project include combustion appliances?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
4.	a.	Does the project include a new stationary source of CO?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: OZONE INDICATOR: Ozone, 1-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase regional VMT?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.2.4?	Y ☒ N ☐
2.	a.	Does the project include new gas/oil space/water heaters?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 65.1.4?	Y ☒ N ☐
3.	a.	Does the project include a new stationary source of NO^2?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

THRESHOLD: PARTICULATE MATTER INDICATOR: Part. Matter, 24-hr. avg. Lk. Tahoe Blvd station

1.	a.	Does the project increase airborne dust emissions?	Y ☒ N ☐
	b.	If yes, is the project consistent with Subsection 60.4.3?	Y ☒ N ☐
2.	a.	Does the project include a new stationary source of particulate matter?	Y ☐ N ☒
	b.	If yes, is the project consistent with Subsection 65.1.6?	Y ☐ N ☐

3. a. Refer to question 1, Ozone, above.

THRESHOLD: VISIBILITY — INDICATOR: miles of visibility, veg and subregional path

1. a. Refer to questions 1-3, Particulate Matter, above.

THRESHOLD: TRAFFIC VOLUME — INDICATOR: traffic volume, US 50 at Park Ave.
US 50 CORRIDOR, WINTER, 4pm-12am — Jan.-Mar. avg., 4pm-12am

1. a. Refer to question 1, CO, above.

THRESHOLD: NO^2 EMISSIONS — INDICATOR: VMT

1. a. Refer to questions 1-2, VMT, below.

THRESHOLD: WOOD SMOKE — INDICATOR: number of wood heaters

1. a. Does the project include any new wood heaters? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 65.1.4.B? Y ☐ N ☐

THRESHOLD: VMT — INDICATOR: changes in number of trips and avg. trip length

1. a. Does the project increase average trip length? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 65.2.4.B? Y ☒ N ☐

2. a. refer to question 1, CO, above.

CATEGORY: WATER QUALITY

THRESHOLD: TURBIDITY — INDICATOR: turbidity of indicator stations

1. a. Does the project increase impervious coverage or create permanent soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.2.3? Y ☒ N ☐

2. a. Does the project create temporary soil disturbance? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.3? Y ☒ N ☐

3. a. Does the project require the use of fertilizer? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.8? Y ☐ N ☐

4. a. Does the project include domestic wastewater discharge to the surface or groundwater? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 60.1.3.B? Y ☐ N ☐

5. a. Does the project disturb or encroach on an existing SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

THRESHOLD: CLARITY, WINTER (IN LAKE)
INDICATOR: secch depth, Dec.-Mar. avg. TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: PHYTOPLANKTON PRIMARY PRODUCTIVITY (IN LAKE)
INDICATOR: phyto, primary productivity, ann. Avg., TRG index station

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: DIN LOAD, SURFACE RUNOFF
INDICATOR: DIN x discharge, tributary network annual total 1

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN LOAD, GROUNDWATER
INDICATOR: DIN x discharge, grndwtr. Network, annual total

1. a. Refer to questions 2 & 3, turbidity, above.

THRESHOLD: DIN LOAD, ATMOSPHERIC
INDICATOR: NO3 + HNO, annual avg. Lake Tahoe Blvd station

1. a. Refer to question 4, turbidity, above.

THRESHOLD: NUTRIENT LOADS, GENERAL INDICATOR: sol. P x discharge sol. Fe x

1. a. Refer to questions 1-5, turbidity, above.

THRESHOLD: TOTAL N, P, Fe, (trib.) CA ONLY INDICATOR: single reading, tributary network

1. a. Refer to questions 1, 2, 3, and 5, turbidity, above.

THRESHOLD: DIN; SOL, P, Fe, SS (trib.) NV ONLY INDICATOR: single reading tributary network

1. a. Refer to questions 1, 2, 3 and 5, turbidity, above.

THRESHOLD: DIN, SOL, P, Fe, SS, GREASE/OIL DISCHARGED TO SURFACE WATER FROM RUNOFF
INDICATOR: single reading runoff sites

1. a. Does the project route impervious surface runoff directly into Lake Tahoe or a major tributary? Y ☐ N ☒
   b. If yes, is the discharge structure consistent with BMP handbook? Y ☐ N ☐

2. a. Does the project create large impervious areas (e.g. parking lots) which may serve as a source of airborne pollutants, grease or oil? Y ☒ N ☐
   b. If yes, is the project consistent with Subsections 60.4.3, 60.4.6, 60.4.9? Y ☒ N ☐

THRESHOLD: TOTAL N, TOTAL P, TOTAL Fe TURBIDITY, GREASE/OIL DISCHARGE TO GRDWTR FROM RUNOFF
INDICATOR: single reading runoff site

1. a. Does the project include infiltration devices to infiltrate impervious surface runoff directly underground? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 60.4.6? Y ☒ N ☐

CATEGORY: SOIL CONSERVATION

THESHOLD: IMPERVIOUS COVERAGE — INDICATOR: area or coverage

1. a. Does the project include new or relocated coverage? Y ☒ N ☐
   b. If yes, is the project consistent with Subsection 30.4, 30.5, 30.6? Y ☒ N ☐

THRESHOLD: NATURALLY-FUNCTIONING SEZ — INDICATOR: area of SEZ

1. a. Does the project disturb or encroach on a naturally-functioning SEZ? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 30.5? Y ☐ N ☐

CATEGORY: VEGETATION

THRESHOLD: PLANT & STRUCTURAL DIVERSITY — INDICATOR: plant & structural diversity

1. a. Does the project create a change in diversity? Y ☐ N ☒
   b. If yes, does the project include vegetation management techniques to increase diversity (reveg., thinning)? Y ☐ N ☐

THRESHOLD: MEADOW & RIPARIAN VEGETATION — INDICATOR: area of meadow & riparian veg.

1. a. Refer to question 5, turbidity, above.

THRESHOLD: DECIDUOUS RIPARIAN VEGETATION — INDICATOR: area of riparian vegetation

1. a. Refer to question 5, turbidity, above.

THRESHOLD: SHRUB ASSOCIATION — INDICATOR: area of shrub association

1. a. Does the project create an increase in the areal extent of the shrub association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination been made that the total area is less than or equal to 25%? Y ☐ N ☐

THRESHOLD: YELLOW PINE ASSOCIATION (not mature) — INDICATOR: area of yellow pine assoc.

1. a. Does the project create a change in the areal extent of the immature yellow pine association? Y ☐ N ☒
   b. If yes, has the additional area been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: RED FIR ASSOCIATION — INDICATOR: area of red fir assoc.

1. a. Does the project create a change in the areal extent of the immature red fir association? Y ☐ N ☒
   b. If yes, has the additional are been calculated, and a determination made that the total area in the Region is between 15 and 25%? Y ☐ N ☐

THRESHOLD: FOREST OPENINGS — INDICATOR: size and location of forest openings

1. a. Does the project create new forest openings? Y ☒ N ☐
   b. If yes, is the new opening less than 8 acres? Y ☐ N ☐

2. a. Does the project create new forest openings adjacent to other openings? Y ☐ N ☒
   b. If yes, are the resultant adjacent openings not of the same relative age class or successional stage? Y ☐ N ☐

THRESHOLD: UNCOMMON PLANT COMMUNITITES — INDICATOR: habitat sites

1. a. Will the project impact the habitats for the deepwater sphagnum bog, Osgood Swamp, or the Freel Peak Cushing Plant Community? Y ☐ N ☐
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

THRESHOLD: SENSITIVE VEGETATION — INDICATOR: number of habitat sites

1. a. Will the project impact the habitats of the Carex paucifructus, the Lewis pyomaea longipetala, the Draba asterophora v., or the Rorippa subumbellata? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these plant communities? Y ☐ N ☐

CATEGORY: WILDLIFE

THRESHOLD: SPECIAL INTEREST SPECIES — INDICATOR: number of habitat sites

1. a. Will the project result in the loss, modification or increased disturbance of habitat site for goshawk, osprey, bald eagle, (winter and nesting), golden eagle, peregrine falcon, waterfowl, or deer, as mapped on official TRPA maps? Y ☐ N ☒
   b. If yes, have modifications been included in the project to protect these habitat sites? Y ☐ N ☐

CATEGORY: FISHERIES

THRESHOLD: EXCELLENT STREAM HABITAT — INDICATOR: sites of excellent stream habitat

1. a. Does the project include stream channelization, stream dredging, removal of rock or gravel from a stream, culverts, bridges, or water diversions affecting a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, have modifications been included in the project to offset impacts on stream habitat and contribute to the upgrading of stream habitat? Y ☐ N ☐

2. a. Will the project result in siltation, urban runoff, snow disposal, or litter that may affect water quality in a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

THRESHOLD: GOOD STREAM HABITAT — INDICATOR: miles of good stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: MARGIANL STREAM HABITAT — INDICATOR: miles of marginal stream habitat

1. a. Refer to questions 1 and 2, above.

THRESHOLD: INSTREAM FLOWS — INDICATOR: increase flows

1. a. Does the project include new water diversions? Y ☐ N ☒
   b. If yes, is there evidence in the record to indicate that flows will remain within adopted TRPA standards or, in the absence of adopted standards, that flows will not be diminished? Y ☐ N ☐

2. a. Does the project include new coverage or disturbance that could contribute to uncontrolled runoff reaching a stream identified as fish habitat? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

3. a. Refer to question 5, turbidity, above.

THRESHOLD: LAKE HABITAT — INDICATOR: area of excellent habitat

1. a. Does the project include development in the shorezone, removal of rock or gravel from the lake, or removal of vegetation in the shorezone? Y ☐ N ☒
   b. If yes, is the project consistent with Chapters 80-86? Y ☐ N ☐

2. a. Does the project increase the potential for siltation, runoff, or erosion entering Lake Tahoe? Y ☐ N ☒
   b. If yes, is the project consistent with Subsections 60.4.3 and 60.4.6? Y ☐ N ☐

CATEGORY: NOISE

THRESHOLD: SINGLE EVENT, AIRCRAFT, DAYTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Does the project involve the commercial or private operation of aircraft? Y ☐ N ☒
   b. If yes, does the project comply with the Interim Service Agreement affecting aircraft operations at the South Lake Tahoe Airport, or will the project meet the TRPA noise thresholds, or is the project exempt under Code section 68.9? Y ☐ N ☐

THRESHOLD: SINGLE EVENT, AIRCRAFT, NIGHTTIME
INDICATOR: dBA, LMAX, TRPA ref. points, 8am-8pm, single reading

1. a. Refer to question 1, single event, aircraft, above.

THRESHOLD: SINGLE-EVENT, BOATS — INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve a marina or boat launching facility? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE LESS THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project include the operation of fleet vehicles or other commercial vehicles? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, MOTOR VEHICLE GREATER THAN 6,000 LBS. CVM
INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Refer to question 1, single event, motor vehicle, above.

THRESHOLD: SINGLE-EVENT, MOTORCYCLE INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of motorcycles for lease or rent or the operation of a motorcycle course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: SINGLE-EVENT, ORVS INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of ORVs for rent or lease or the operation of an ORV course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THESHOLD: SINGLE-EVENT, SNOWMOBILES INDICATOR: dBA, LMAX, at 50 ft., single reading

1. a. Does the project involve the offering of snowmobiles for rent or lease or the operation of a snowmobile course? Y ☐ N ☒
   b. If yes, is the project consistent with Subsection 68.3? Y ☐ N ☐

THRESHOLD: COMMUNITY NOISE EQUIVALENT LEVEL (CNEL)

1. a. Does the project involve the creation of a new or relocated land use? Y ☐ N ☒
   b. If yes, is the project consistent with the applicable plan area statement? Y ☐ N ☐

2. a. Is the project located within a transportation corridor as mapped on TRPA maps? Y ☐ N ☒
   b. If yes, does the project include components to reduce the transmission of noise from the corridor, in accordance with the TRPA Design Review Guidelines? Y ☐ N ☐

3. a. Does the project involve a use or activity for which TRPA has received a CNEL related noise complaint and for which TRPA has required remedial action in accordance with Chapter 68? Y ☐ N ☒
   b. If yes, is the project consistent with the remedial action plan? Y ☐ N ☐

CATEGORY: SCENIC RESOURCES

THRESHOLD: ROADWAY AND SHORELINE RATINGS

1. a. Is the project located within, or visible from, a roadway or shoreline unit targeted for scenic upgrading? Y ☐ N ☒
   b. If yes, is the project consistent with the TRPA Scenic Quality Implementation Program (SQUIP)? Y ☐ N ☐

2. a. Is the project located within, or visible from, a roadway or shoreline unit not targeted for scenic upgrading? Y ☒ N ☐
   b. If yes, is there evidence in the record that the project will not cause a significant decrease in scenic quality, and is the project consistent with the TRPA Design Review Guidelines? Y ☒ N ☐

CATEGORY: RECREATION

THRESHOLD: PRESERVE AND ENHANCE THE HIGH QUALITY RECREATION EXPERIENCE
INDICATOR: dispersed rec. capacity

1. a. Is the project located in a conservation or recreation plan area? Y ☒ N ☐
   b. If yes, is the project consistent with the applicable plan area statement? Y ☒ N ☐

THRESHOLD: ESTABLISH FAIR SHARE OF CAPACITY FOR OUTDOOR RECREATION AVAILABLE TO THE GENERAL PUBLIC
INDICATOR: PAOTs

1. a. Does the project require an allocation of PAOTs? Y ☒ N ☐
   b. If yes, is the recreational opportunity involved available to the public? Y ☒ N ☐

CATEGORY: CODE/RULES OF PROCEDURE REQUIREMENTS

1. Does the project require Governing Board Review (Chapter 2)? Y ☒ N ☐

5. Does the project require notice to adjacent property owners (Art. XII Rules of Procedure)? Y ☒ N ☐

6. Is the project consistent with the following:

Chapter 2	(Project Review)	N/A ☐	Y ☒	N ☐
Chapter 6	(Tracking-Data Sheets/Log Book)	N/A ☐	Y ☒	N ☐
Chapter 21	(Permissible Uses)	N/A ☐	Y ☒	N ☐
Chapter 22	(Temporary Uses)	N/A ☒	Y ☐	N ☐
Chapter 30	(Coverage)	N/A ☐	Y ☒	N ☐
Chapter 31	(Density)	N/A ☐	Y ☒	N ☐
Chapter 32	(Basic Service)	N/A ☐	Y ☒	N ☐
Chapter 33.3	(Grading)	N/A ☐	Y ☒	N ☐
Chapter 33.4	(Special Reports)	N/A ☐	Y ☒	N ☐
Chapter 33.5	(Construction Schedule)	N/A ☐	Y ☒	N ☐
Chapter 33.6	(Vegetation Protection)	N/A ☐	Y ☒	N ☐
Chapter 34	(Driveways)	N/A ☐	Y ☒	N ☐
Chapter 34	(Parking)	N/A ☐	Y ☒	N ☐
Chapter 35	(Natural Hazards-Floodplain)	N/A ☒	Y ☐	N ☐
Chapter 36	(Design Standards)	N/A ☐	Y ☒	N ☐
Chapter 37	(Height)	N/A ☐	Y ☒	N ☐
Chapter 38	(Signs)	N/A ☒	Y ☐	N ☐
Chapter 50	(Allocations)	N/A ☐	Y ☒	N ☐
Chapter 51	(Transfers)	N/A ☐	Y ☒	N ☐
Chapter 52	(Bonus Units-MFD only)	N/A ☒	Y ☐	N ☐
Chapter 53	(IPES)	N/A ☒	Y ☐	N ☐
Chapter 60	(BMP's)	N/A ☐	Y ☒	N ☐
Chapter 60.1	(Water Quality)	N/A ☐	Y ☒	N ☐
Chapter 60.2	(Water Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 61.1	(Tree Removal)	N/A ☐	Y ☒	N ☐
Chapter 61.3.6	(Sensitive Plants/Fire Hazard)	N/A ☐	Y ☒	N ☐
Chapter 61.4	(Revegetation)	N/A ☐	Y ☒	N ☐
Chapter 62	(Wildlife)	N/A ☐	Y ☒	N ☐
Chapter 63	(Fish)	N/A ☒	Y ☐	N ☐
Chapter 65.1	(Air Quality)	N/A ☐	Y ☒	N ☐
Chapter 65.2	(Traffic/Air Quality Mitigation)	N/A ☐	Y ☒	N ☐
Chapter 67	(Historic Resource)	N/A ☐	Y ☒	N ☐

EXHIBIT 3

Talaz Eco-Camp Project

Project Description:

The proposed project is an innovative campground with the intent to provide a unique and eco-friendly experience to recreation enthusiasts seeking to enjoy Lake Tahoe's natural environment. The sustainability-focused campground will consist of permanent glamping shelters, facilities, amenities, and accessory uses. The glamping units have been consciously designed to accentuate and connect guests to the natural beauty of the site. The project will preserve the natural surrounding environment, while taking advantage of the outdoor adventures of nearby hiking/biking trails, lake activities and winter sporting opportunities.

The approximately 9-acre project site is located at 176 US 50 in Zephyr Cove, Nevada (APN 1318-22-001-013) within Plan Area Statement 70B – Rabe. PAS 70B has a Recreation land use classification, and developed campgrounds are an allowed use at 8 site per acre, or a maximum of 72 sites for this property. The proposed development includes a total of 53 camping shelters placed on elevated decks comprised of 26 cabins and 9 tree houses for year-round use and 18 dome structures for seasonal use. Employee housing for 9 fulltime employees will be provided onsite as an accessory use in two separate buildings. Likely reduced to 6 total employees outside of high season. With housing on site and e-bikes provided, three total spaces will allotted to employees. Code also states 1-2 spaces per employee housing unit, so 2 standard spaces and 1 ADA space for the two units.

Facilities / Amenities Include:

1. Clubhouse: communal kitchen, wellness multipurpose room, edible garden on balcony, digital nomad space, conference room, communal eating area, caterer's kitchen, and educational wall for guests on sustainable and eco-friendly practices of the campground

2. Three comfort stations: communal restroom and showers, two of the three comfort stations will additionally include a sauna and outdoor hot tub.

3. Event lawn: multipurpose use for seasonal events and weddings offered only to guests and closed to the public.

4. Barbecue pavilion: communal grill space, self-pour beverage wall and lounge area. The space can also be used for catering services.

5. Recreational equipment rentals: stand up paddleboards, sleds, kayaks, and electric bike rentals to guests.

6. Fire pits and two nature-inspired playgrounds.

7. Shuttles: two electric shuttle vans will be available to campground guests with service to / from the airport, skiing, shopping, restaurants, beaches, etc.

The location is ideal for a campground and access to outdoor recreation. The site is easily accessible to the paved multi-use trail to Nevada Beach, Round Hill Pines Beach, Stateline and

the Round Hill Shopping Center. Guests will be encouraged to rely on non-motorized travel options rather than personal vehicles.

The site is undeveloped with slopes ranging from 2% to 30% and steeper in rocky areas. The property's land capability consists of Classes 2, 4 and 6 lands. Access to the site will be off Elks Point Road, through US Forest Service land, via an existing recorded access easement. A secondary driveway is also proposed on US Hwy 50 but will be gated and restricted to emergency vehicles only. Pedestrian walkways will be dispersed throughout the site connecting camp sites to the clubhouse, barbeque pavilion, comfort stations and other amenities.

Douglas County Major Design Review Findings

Finding 1: Consistency with the Douglas County Master Plan and Zoning Ordinance

Finding: The proposed Eco-Camp project is consistent with the policies and land use designations of the Douglas County Master Plan and applicable zoning district regulations.

Justification:
The project site is located within the Rabe Meadow Plan Area Statement (PAS 070B), designated as *Recreation*. Developed campgrounds are an **allowed use** within this designation. The project proposes 53 campsites, including dome structures, treehouses, and sleeping shelters, all serving transient guests consistent with the recreation intent. The design and layout align with Master Plan policies promoting sustainable tourism, outdoor recreation, and environmentally responsible development. The proposal also meets applicable standards for density (53 units within the allowable 72) and building height (proposed range 10'–23', below the maximum of 30'–38').

Finding 2: Compatibility with Surrounding Land Uses and Community Character

Finding: The project is compatible with existing and planned land uses in the surrounding area and maintains the character of the Rabe Meadow recreation corridor.

Justification:
The site is adjacent to existing recreation uses such as Zephyr Cove Campground, Nevada Beach Campground, and 4-H Camp Tahoe. All of which are not enough to support the campground demand as reservations must be made the previous season to secure a spot. Nevada Beach is walking distance and receives upwards of 1M visitors during the season. The design integrates natural materials, muted tones, and low-profile architecture to minimize visual impacts along U.S. Highway 50—a TRPA-designated scenic travel route. Structures are dispersed among existing trees to preserve natural screening and maintain the forested character. Noise, lighting, and activity levels are compatible with nearby recreation facilities.

Finding 3: Adequacy of Infrastructure, Access, and Public Services

Finding: Adequate public facilities, access, and utilities are available to serve the project without adversely impacting existing services.

Justification:
The project has secured *will-serve letters* from KGID (water), NV Energy, Southwest Gas, DCSID (wastewater), Charter/Spectrum, and Frontier. Access is provided via Elks Point Road with sufficient sight distance and turn lanes meeting Douglas County and NDOT standards. The project provides 59 parking spaces (meeting code) and internal circulation via stabilized gravel drives. A dedicated employee ADU provides on-site staff presence/housing for operational safety. The project's VMT (615) is well below the 715-screening threshold, ensuring no significant transportation impacts. Two electric shuttle vans and 30 complimentary e-bikes further reduce vehicle dependency.

Finding 4: Environmental and Scenic Resource Protection

Finding: The project protects natural features and scenic resources and minimizes land disturbance and tree removal to the extent feasible.

Justification:
The nine-acre parcel lies on high-capability land with limited slope disturbance. A *Tree Removal Plan* was prepared consistent with TRPA Code, authorizing selective removal of 226 trees (≥14" DBH) on-site and 54 within the access easement. Removal is balanced with replanting and restoration commitments. Scenic analysis demonstrates compliance with TRPA scenic thresholds for both east- and westbound Highway 50 travel routes. Site-wide BMPs include infiltration basins, permeable surfaces, and vegetative buffers to manage stormwater runoff and protect Lake Tahoe's clarity.

Finding 5: Protection of Public Health, Safety, and Welfare

Finding: The project will not adversely affect the public health, safety, or general welfare.

Justification:
The project meets or exceeds Douglas County and TRPA fire and life safety standards. The Tahoe Douglas Fire Protection District provided pre-approval, and all structures will utilize non-combustible Wildland-Urban Interface (WUI) compliant materials. No wood-burning fire pits are proposed; only gas-fired, controlled appliances are permitted. Emergency access and turnaround areas meet NFPA and County standards. The site's proximity to U.S. Highway 50 ensures emergency response access within minutes.

Finding 6: Design Quality and Visual Compatibility

Finding: The architectural design, materials, colors, lighting, and landscaping contribute to a visually cohesive and aesthetically appropriate development.

Justification:
All structures are designed to harmonize with the surrounding forest and mountain environment.

Natural and muted tones, limited lighting (shielded and dark-sky compliant), and clustered siting minimize visibility from scenic corridors. Landscaping emphasizes native species, low water use, and habitat continuity. The main lodge and comfort stations feature low rooflines and natural finishes, blending with the site's topography and vegetation.

Finding 7: Mitigation of Environmental and Infrastructure Impacts

Finding: All identifiable environmental and infrastructure impacts are mitigated to less than significant levels.

Justification:
TRPA and Douglas County mitigation requirements have been incorporated into the project design. Total required mitigation fees include $128,561 (water quality) and $127,479 (mobility), for a combined total of $276,035. Best Management Practices (BMPs), EV infrastructure (6 chargers, 2 electric shuttles), recycling systems, and a plastic-free policy collectively advance regional sustainability goals. The project supports the *Lake Tahoe Destination Stewardship Plan* through litter management, year-round recreation, and partnership with the Washoe Tribe for stewardship education.

Conclusion:
Based on the above findings and supporting documentation, the Talaz (EcoCamp) Developed Campground meets the required findings for approval under the Douglas County Consolidated Development Code (Title 20). The project promotes sustainable recreation, provides public benefit through environmental education and accessibility, and aligns with Douglas County's long-term goals for responsible tourism and economic vitality.

EXHIBIT 4

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire, P.E., CFM
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building
Engineering
Planning
Stormwater
Code Enforcement
Vacation Home Rentals

March 27, 2026

Samantha Vanillo
1 E Liberty St., Ste. 300
Reno, NV 89501

RE: Zoning Verification Letter, 2026-DP-ZDL-0002, for Assessor's Parcel Number (APN): 1318-22-001-013

Ms. Vanillo:

This letter serves to verify that zoning for APN 1318-22-001-013 is located within the Tahoe Basin and zoned S-070B which is identified as primarily sports-oriented or recreation character within the RABE local plan area.

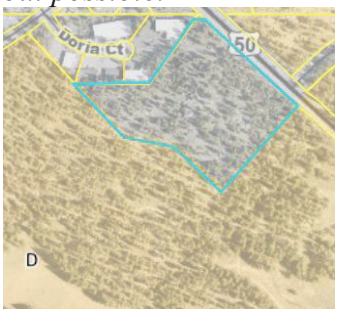
Please click on following link for further description of acronym:
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.020DEZODI

Please click on the following link for use table for the RABE plan area (S-070B):
https://library.municode.com/nv/douglas_county/codes/code_of_ordinances?nodeId=TIT20CODECO_TABARE_CH20.702ZODIST_20.702.050USPLARSTAR

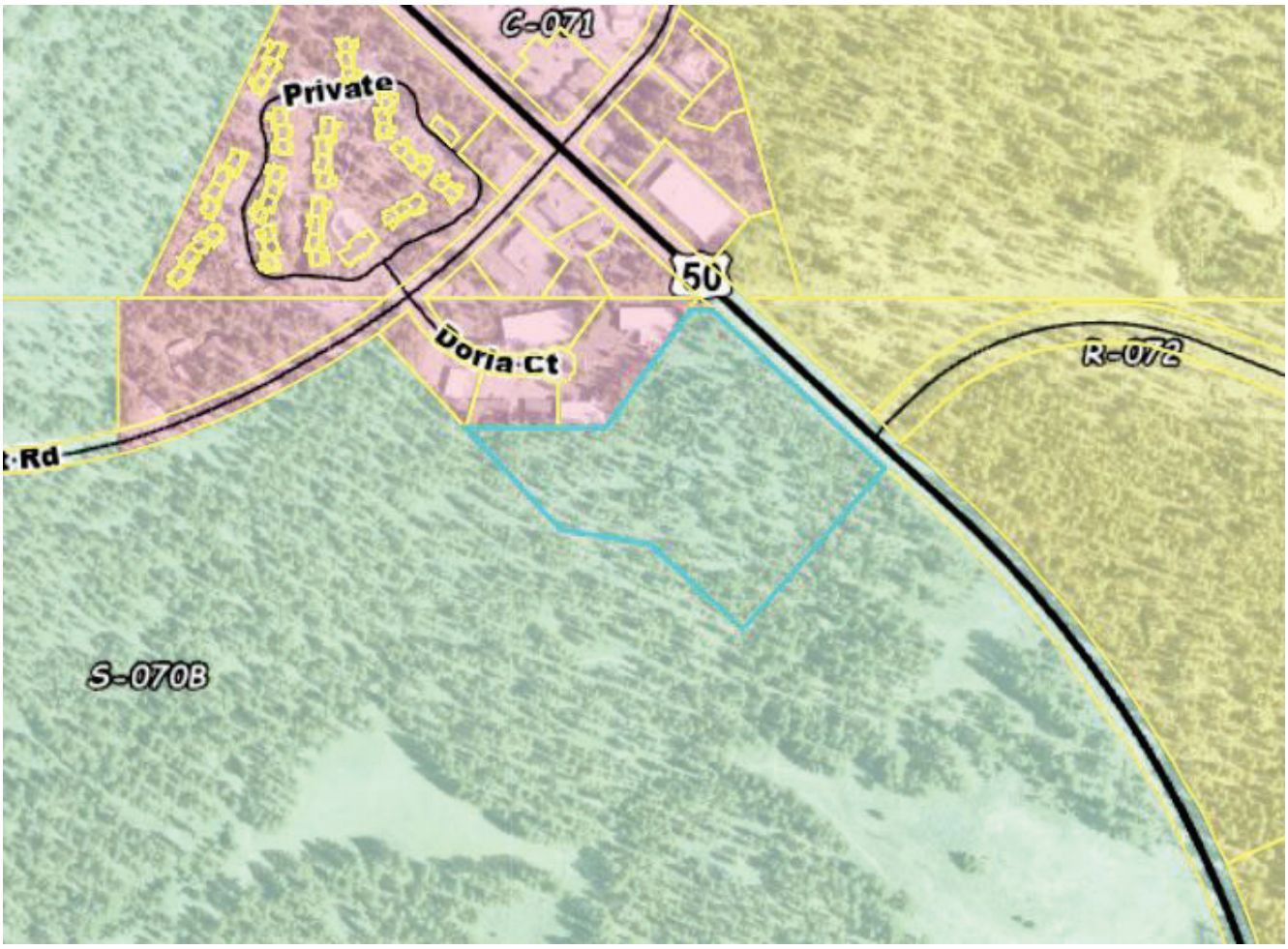
Included with this ZDL is the pdf to the RABE Plan Area Statement (PAS). It can also be found under Local Plans Map on the Tahoe Regional Planning Agency (TRPA) website:
https://www.trpa.gov/regional-plan/local-plans-map/

The ZDL is ***only*** for verification of zoning and flood zones. The adjacent parcels to APN 1318-22-001-013 are the Round Hill Community Area Plan (C-071), and local area plan Round Hill/Tahoe Dempsey (R-072),

The flood zone designation for this parcel is D.
Douglas County Code Appendix A: "Flood zone D": Areas in which flood hazards are undetermined, but possible.



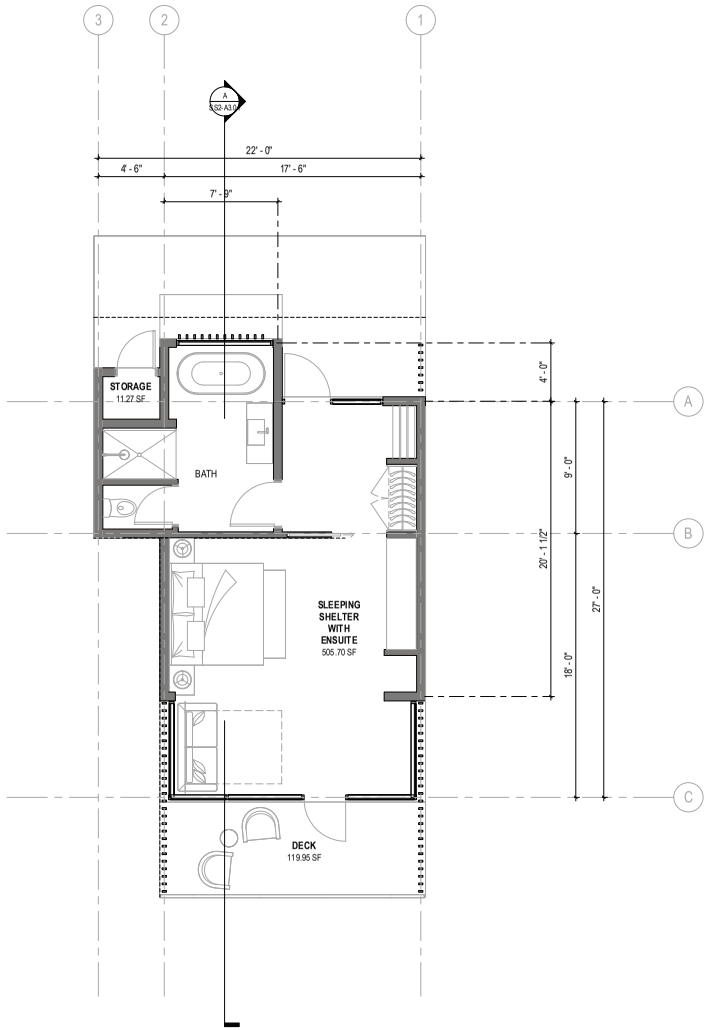
Below is a snippet of the zoning designation for the parcel you requested.



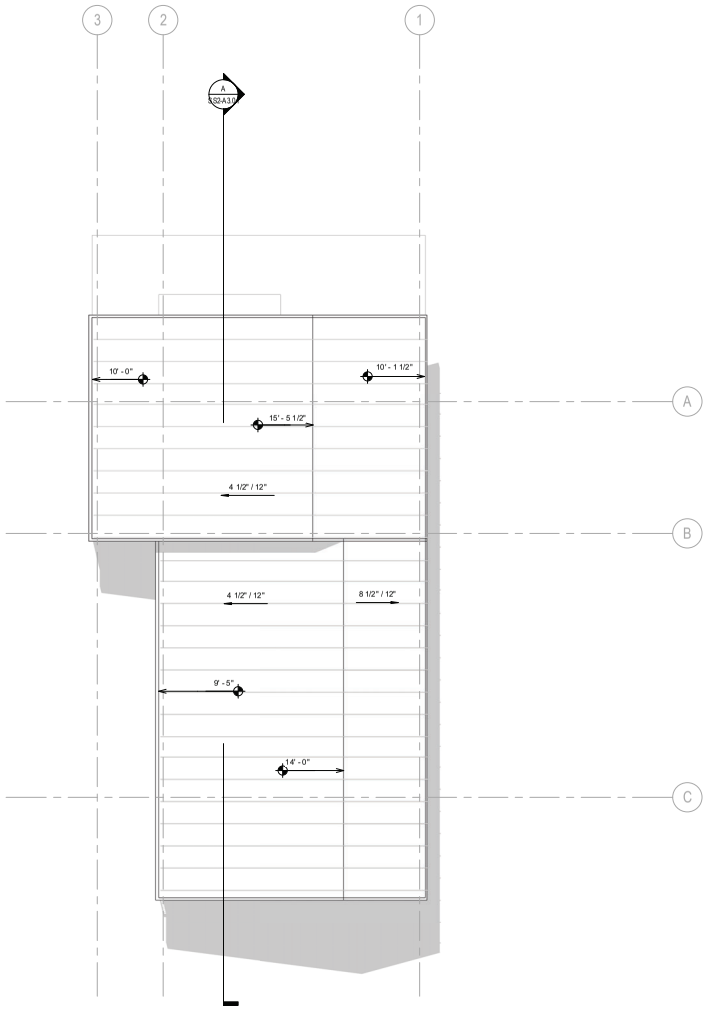
If you have any questions, please email planning@douglasnv.us or call 775-782-6200 option #4.

Sincerely,
Planning Staff
Douglas County Community Development

EXHIBIT 5



1 LEVEL 01
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

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www.sb-architects.com
415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990
A California Corporation

Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Floor and Roof Plan

Project No. 23009

Sheet No.
SS2-A2.01

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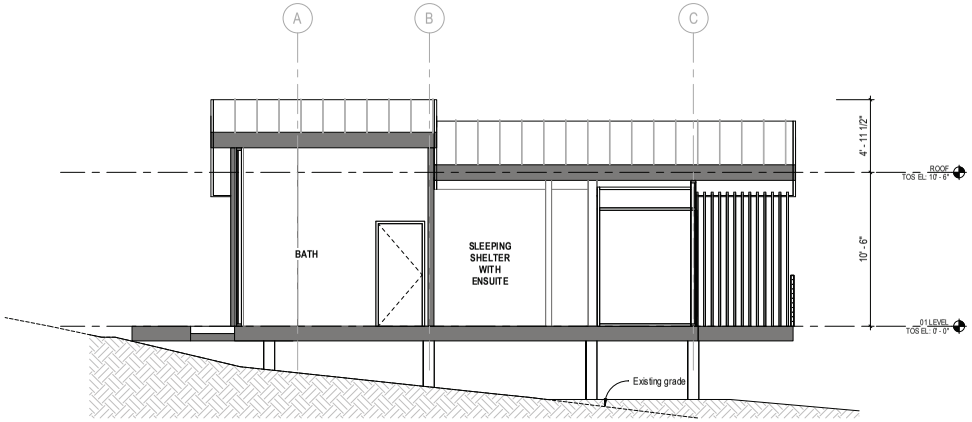
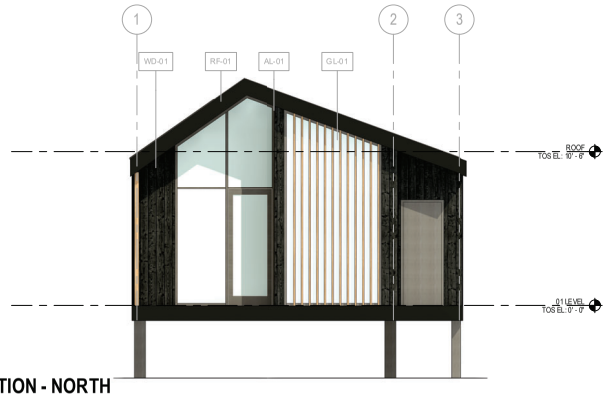
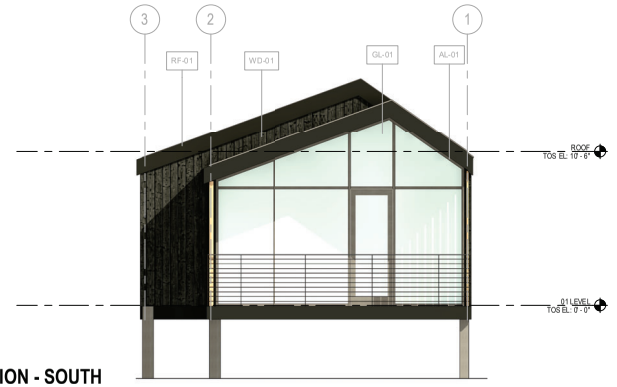


A SECTION 1
1/4" = 1'-0"



1 BUILDING ELEVATION - NORTH
1/4" = 1'-0"



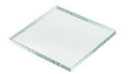
2 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"


WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN


WD-02 WOOD WESTERN RED CEDAR


CO-01 BOARD FORMED CONCRETE


AL-01 ANODIZED ALUMINIUM - DARK GRAY


GL-01 VISION GLASS


RF-01 STANDING SEAM METAL ROOF

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Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
GLOBETROTTER PROPERTIES, LLC

No.	Description	Date

Sheet Title
Sleeping Shelter (Ensuite) - Section and Elevation

Project No. 23009

Sheet No.
SS2-A3.01

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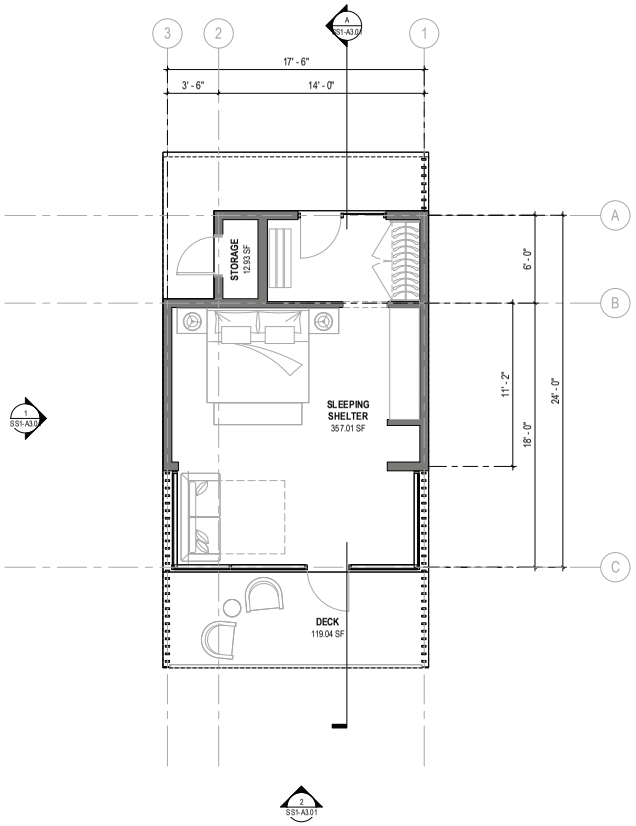
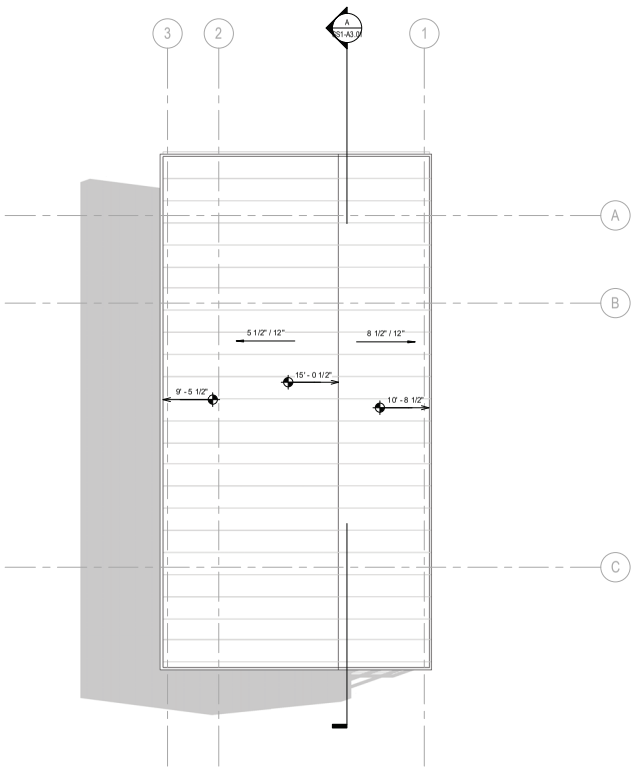


1 FLOOR PLAN - LEVEL 01

1/4" = 1'-0"



2 ROOF PLAN

1/4" = 1'-0"

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Retreat 50 Glamping Resort

50 % Schematic Design - TRPA Review

Owner
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No.	Description	Date

Sheet Title

Sleeping Shelter (detached bathroom) - Floor and Roof Plan

Project No. 23009

Sheet No.

SS1-A2.01

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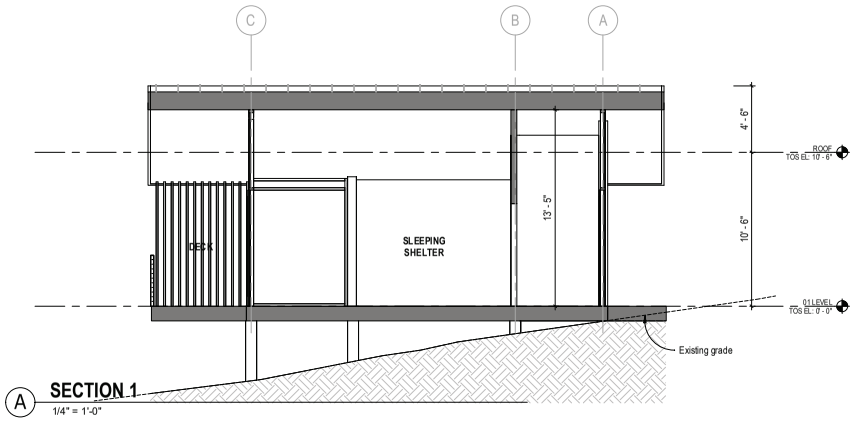
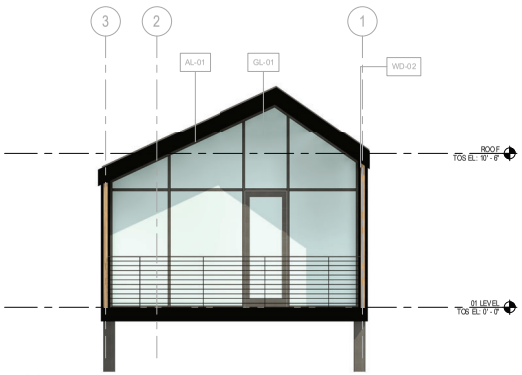


A **SECTION 1**
1/4" = 1'-0"



1 **BUILDING ELEVATION - WEST**
1/4" = 1'-0"



2 **BUILDING ELEVATION - SOUTH**
1/4" = 1'-0"



WD-01 WOOD SIDING (VERTICAL) - SHO SUGI BAN



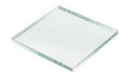
WD-02 WOOD WESTERN RED CEDAR



CO-01 BOARD FORMED CONCRETE



AL-01 ANODIZED ALUMINIUM - DARK GRAY



GL-01 VISION GLASS



RF-01 STANDING SEAM METAL ROOF

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50 % Schematic Design - TRPA Review

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No.	Description	Date

Sheet Title
Sleeping Shelter (detached bathroom) - Section and Elevation

Project No. 23009

Sheet No.
SS1-A3.01

Autodesk Docs://23009 - 176 Highway 50 Lodge/A_23009_SleepingShelter_R22.rvt
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EXHIBIT 6

talaz.eco.camp

Eco Camp

16 posts **343** followers **441** following

Hospitality Service

Emphasizing human and environmental wellness. A new generation of ecological travel!

podcasts.apple.com/us/podcast/058-eco-travel-demands-in...

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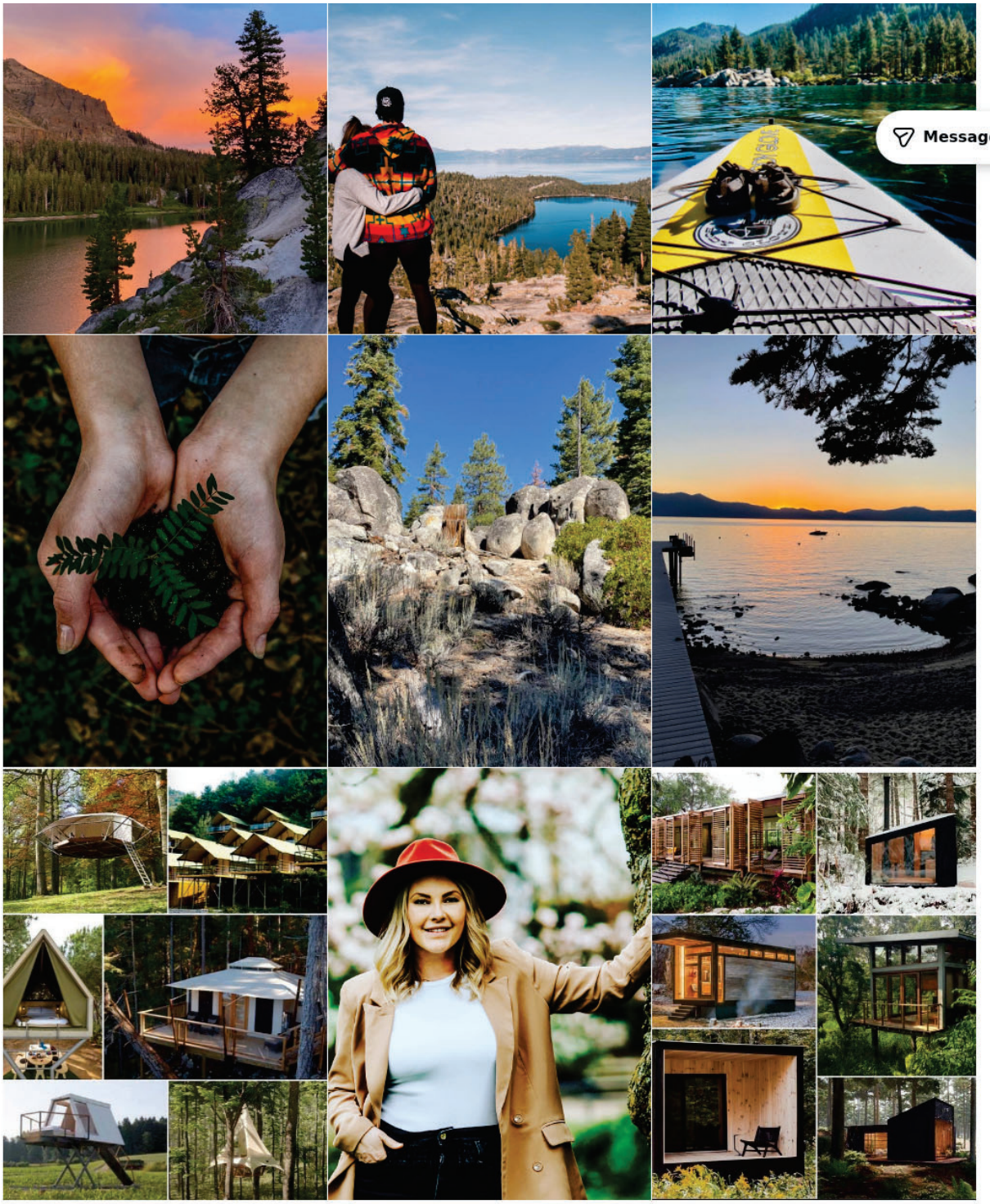
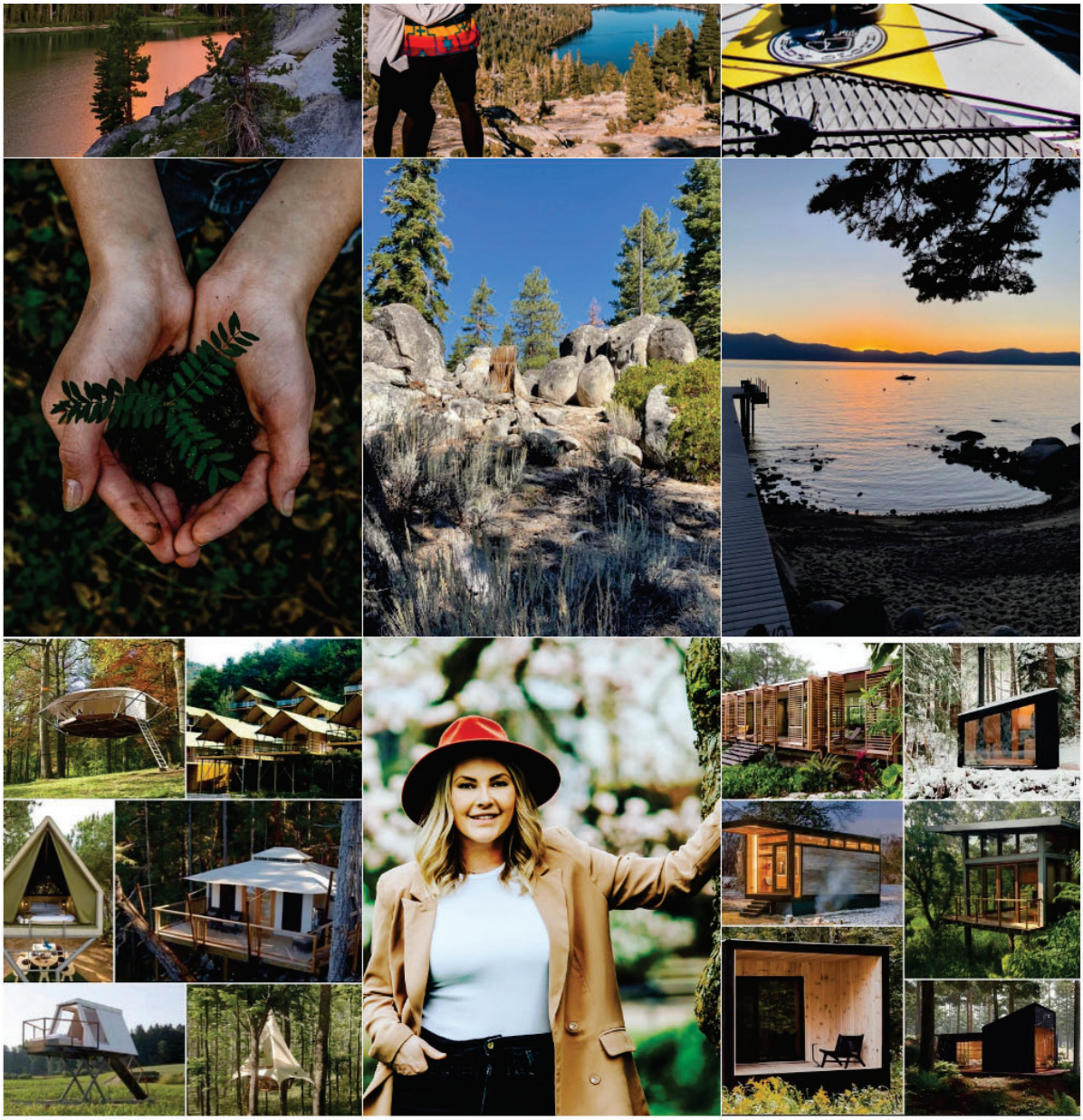

Messages



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Would you stay here? We love them all and can't decide!
#talaz #eco #camp #camping #glamping #tahoe #laketahoe #comingsoon #southlake #sustainabletravel #ecotravel #ecoglamping #carbonnutral #zeroemission #hotel #ecohotel

jrodrigues86 158w
Looks amazing!
1 like Reply

mikaelaheirigs 158w
Absolutely!!!
1 like Reply

chelseymcmenemy 158w
Heck yes!!❤️🔥
1 like Reply

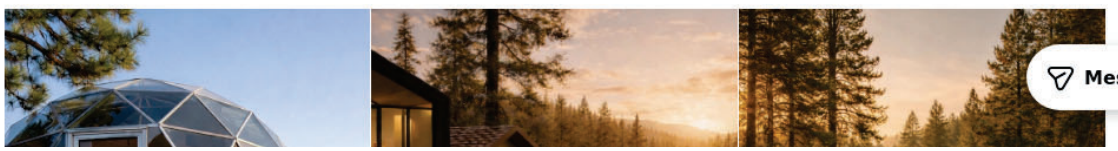
smokey09 158w
Looking forward to booking our stay!!! Thanks for the invite @talaz.eco.camp
1 like Reply

4

Liked by **cathy_thompson2009** and **others**
July 1, 2023

Add a comment...

More posts from talaz.eco.camp



Messages

1 like Reply

mikaelaheirigs 158w
Absolutely!!!
1 like Reply

chelseymcmenemy 158w
Heck yes!!❤️🔥
1 like Reply

smokey09 158w
Looking forward to booking our stay!!! Thanks for the invite @talaz.eco.camp
1 like Reply

4

Liked by **cathy_thompson2009** and **others**
July 1, 2023

Add a comment...

More posts from talaz.eco.camp





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Imagine waking up to this in the heart of the Tahoe forest.

Our TALÁZ treehouse is more than just a place to stay: it's a complete immersion in nature. Tucked into a 10% slope among the Jeffrey Pines and granite boulders, this two-level geometric retreat is designed with glass walls to bring the outside in.

The biophilic interior features high-end materials like linen and natural wood, creating a space that feels both luxurious and completely at home in the woods. Whether you're here for a solo retreat, a unique family adventure, or a quiet place to work, this unit offers that perfect golden hour glow every single evening.

No neighbors, just trees.

#GlobetrotterProperties #HotelInvestment #RealEstateDevelopment #HospitalityInvestment

cevandall 18w
Love it!
Reply

4 1

March 13

Add a comment...

Messages

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4 1

March 13

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Golden hour tucked away in the trees. The perfect spot for a "yes," nestled right at the forest's edge. ✨

Ready for a summer of celebrations at Globetrotter Properties. 🥂

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Start the conversation.

1

March 11

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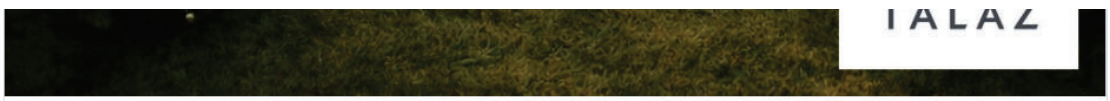

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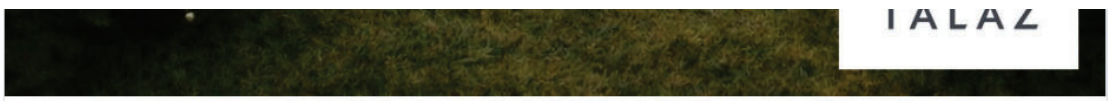

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talaz.eco.camp 18w
Nothing beats a golden hour cookout under the pines.

Our BBQ pavilion and event lawn were built for these exact moments: kids playing on the grass, dogs running around, and the smell of a fresh grill. As the sun dips low, the bonfire is the perfect place to wind down and soak in the mountain air.

Simple, authentic, and exactly where you want to be.

Come find your spot by the fire.

#GlobetrotterProperties #HotelInvestment #RealEstateDevelopment #BoutiqueHotels

the.sustainable.travel.guide 18w
Promoting ecological travel with AI-generated images that use lots of water & electricity? Make it make sense 🤔

Reply

1 1

March 9

Add a comment...

Messages

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Reply

1 1

March 9

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EXHIBIT 7

Page Vault

Document title:	Meet Rachel Bowers | Delegate | Eco Resort Network
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Page loaded at (UTC):	Fri, 17 Jul 2026 17:02:08 GMT
Capture timestamp (UTC):	Fri, 17 Jul 2026 17:02:10 GMT
Capture tool:	11.2.1
Collection server IP:	54.145.42.72
Browser engine:	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) @page-vault/browser/11.2.1 Chrome/148.0.7778.280 Safari/537.36
Operating system:	Linux (Node 24.18.0)
PDF length:	2
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Meet Rachel Bowers | Delegate

4th January 2023 | ECO RESORT DELEGATE

DELEGATE 2023 DELEGATE 2025

Founder of Talāz Eco Camp

talaz.com



As the founder of Talāz Eco Camp in Lake Tahoe, USA, Rachel Bowers is passionate about transforming the hospitality landscape in South Lake Tahoe by establishing a flagship eco-friendly hotel that sets a benchmark for environmental consciousness in the region.

Currently residing in Barcelona, Spain, she is an American who has embraced life in Europe since 2016. Rachel holds a Master's degree in International Business in Hospitality Management from the Swiss Hotel Management School and has extensive experience in managing short-term rental properties. Additionally, she is a hot yoga and wellness enthusiast having hosted and coordinated various wellness retreats. This diverse background has fueled her commitment to eco-travel advocacy.

Rachel and her team have already created the blueprints for a 53-key eco glamping resort in South Lake Tahoe, addressing the needs of younger generations of travelers. To bring this vision to life, she is open to exploring potential partnerships and joint ventures that align with this mission for the Lake Tahoe project.

Rachel looks forward to connecting with like-minded individuals at the Eco Resort Network event who embrace innovative and solution-based thinking.

Secure your place for 2025



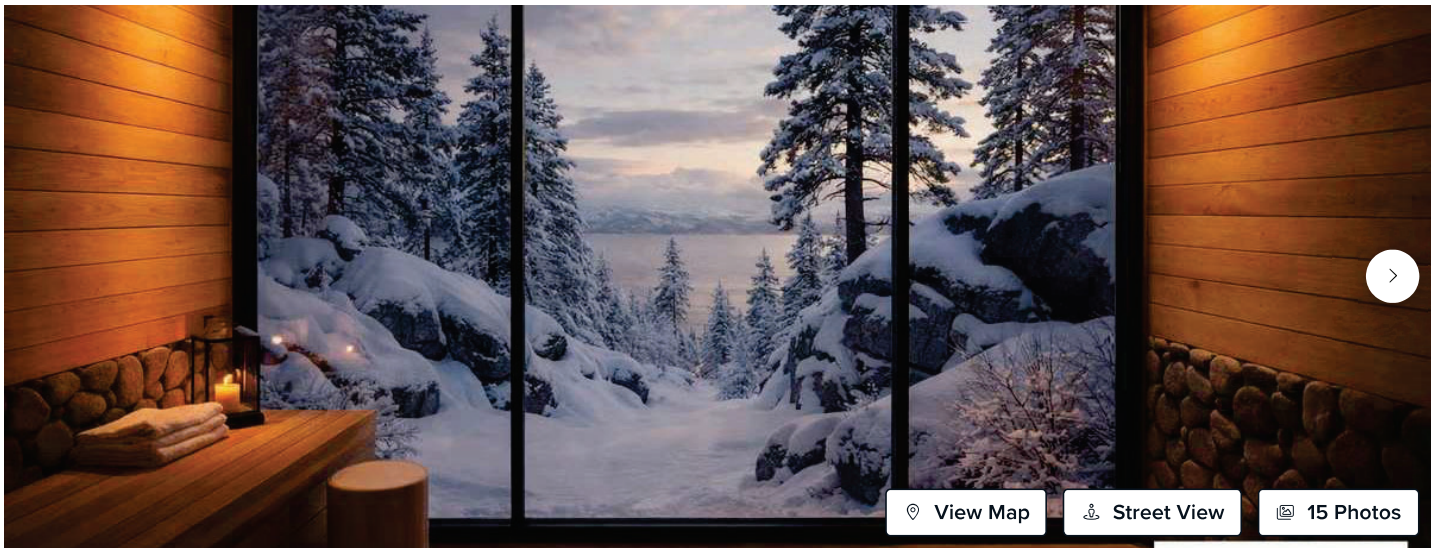
PREVIOUS
Meet Todd Wynne-Parry | Delegate

NEXT
Meet Bill Bensley, Founder & Creative Director of BENSLEY



EXHIBIT 8

176 U.S. 50, Zephyr Cove, NV 89448 For Sale



$8,500,000 | 144 days on market | Updated 25 days ago

Talaz Eco Camp

Details

APN	**1318-22-001-009**	Property Type	**Hospitality**
Sub Type	**Hotel**	Square Footage	**39,000**
Keys	**53**	Cap Rate	**10.75%**
Price per SqFt	**$218**	Acreage	**9.100**
Zoning	**Developed Campground**	Investment Type	**Redevelopment**

Entitled 53 Key Project - Lake Tahoe - Ecological Camp - Year-round Glamping

Marketing description

Strategic JV Opportunity | Fully Entitled Luxury Eco-Resort Development | Zephyr Cove (Greater South Lake Tahoe), NV

Executive Summary

Globetrotter Properties, LLC is pleased to present a unique "soft sell" opportunity for the development of Talaz Tahoe, a premier 9.1-acre luxury outdoor hospitality project in Zephyr Cove. This is a fully entitled development featuring 53 high-end eco-keys (including cabins, treehouses, and glass domes) and a 5,000 sq. ft. clubhouse. With TRPA approval secured—a significant barrier to entry in the Tahoe Basin—this project is primed for a partner to step in and help bring this sustainable vision to life.

The Partnership Opportunity

The ownership is seeking a strategic Joint Venture (JV) capital partner. While the project is available for acquisition, the ideal scenario is a collaboration with an experienced vertical hotel developer. The Sponsor, Rachel Bowers, has already invested heavily into the project to date and will remain active in the completion of the design and ongoing operations.

We are seeking a partner who will take an active role in capital stack finalization and construction management. We are highly flexible regarding the structure—open to JV, LP, or GP scenarios—depending on the partner's expertise and capital commitment.

Financial Overview

- **Total Project Capex:** $32,500,000 (inclusive of land and all soft/hard costs).
- **Development Cost:** Approximately $525k per key (includes 25% contingency cushion).

- **Financing Strategy:** Project is eligible for a USDA loan at 75% LTV; however, we are modeling a conservative **70% LTV ($22,750,000)** for stabilized safety.
- **Sponsor Equity:** $4,120,000 (currently invested).
- **Remaining Capital Requirement: $5,630,000** (Equity/Gap funding).

Operations & Branding
While a tentative operator with an excellent track record has been identified, we remain open to negotiation. If the incoming investor/partner has an established brand or internal management team, the ownership is willing to discuss branding rights and operating agreements to align with the partner's portfolio.

Investment Highlights

- **High Barriers to Entry:** Fully entitled in the Lake Tahoe Basin (TRPA approved).
- **Significant Skin in the Game:** Sponsor has $4.12M of personal capital already deployed.
- **Design-Forward:** Focused on experiential and nature design, targeting the high-growth eco-tourism and glamping sectors in Norther California markets.
- **Flexible Structure:** Open to various partnership tiers to ensure project success in the current market.

Property Description & Entitlement Summary: APN 1318-22-001-009 (Douglas County, NV)

1. PROPERTY OVERVIEW
The Subject Property consists of a prime development site located within the Lake Tahoe Basin, under the dual jurisdiction of the Tahoe Regional Planning Agency (TRPA) and Douglas County, NV.

2. ENTITLEMENT STATUS: FULLY ENTITLED
The property has successfully navigated the multi-year entitlement process and is currently approved for the following development:

- **Use Type:** Ecological Developed Campground.
- **Unit Count:** 53-key glamping/campground development.
- **Main Structure:** A 5,000 square foot central Lodge/Clubhouse designed for guest services and communal use.
- **Staff Housing:** On-site housing entitlements for a capacity of nine (9) staff members.
- **Amenities:** Includes a dedicated BBQ Pavilion and expansive outdoor recreation areas.
- **Event Rights:** The project includes specific land entitlements for hosting events, providing a significant secondary revenue stream.

3. STRATEGIC VALUE
The value of APN 1318-22-001-009 is significantly enhanced by its "Entitlement Premium." Given the stringent environmental regulations of the TRPA and Douglas County, the existing approvals for a 53-key ecological campground represent a "shovel-ready" opportunity that bypasses the high risk and long lead times of the regional planning cycle.

4. ZONING & PLANNING COMPLIANCE
The property is compliant with the South Shore Area Plan and relevant TRPA (Tahoe Regional Planning Association) land coverage requirements. The ecological focus of the development aligns with regional sustainability goals, ensuring long-term operational viability in the Tahoe Basin.

Investment highlights

Investment Highlights: Talaz Tahoe Eco-Resort

1. Massive "Shovel-Ready" Value Lift

- **Instant Equity:** The property has a current market valuation of **$17,063,328 at shovel-ready status**.
- **Entitlement Premium:** There is a **$7.8M+ value gap** between the average market land value and this property's value with its current hard-to-get TRPA entitlements. You aren't just selling dirt; you're selling years of cleared red tape.

2. High-Yield Operations (The Pro Forma)

- **Target Capitalization:** Projecting a total capitalization of **$32.7M** (32.7M) upon completion.
- **Strong Cash-on-Cash:** The model shows a **16.6% Cash-on-Cash return** in Year 1 of stabilization.
- **Equity Performance:** Investors can look forward to a projected **20.4% Equity IRR** and a **2.4x Equity Multiple**.

3. Rare & Protected Asset Class

- **53-Key Ecological Approval:** A fully entitled, 53-unit glamping/resort site in the Tahoe Basin is a "unicorn." TRPA regulations make new hospitality of this scale nearly impossible to replicate.

- **Multiple Revenue Streams:** Beyond the 53 keys, the project includes entitlements for a **5,000 sq ft Lodge**, a BBQ Pavilion, and **dedicated event rights**, allowing for high-margin wedding and corporate retreat income.

4. Efficient Development Path

- **Infrastructure Ready:** The site includes approved staff housing for **9 employees**, solving one of Tahoe's biggest operational hurdles (workforce housing).
- **Prime Location:** Located in Douglas County, NV, offering a favorable tax climate and high-barrier-to-entry market demand from both Bay Area and international travelers.

Listing Contacts

Rachel Bowers PRO

•••-•••-1234

user@•••••.com

View Profile

Talaz

Valuation Calculator

Login or Sign up to see Valuation Metrics
Sign up for Crexi to see valuation metrics for this property

Purchase Price *

$ 8,500,000

Net Operating Income *

$

Loan Amount
$0.00

Down Payment

$8,500,000 | 100%

Annual Debt Service
$--
$–

Interest Rate *

%

Term (years) *

Annual Cash Flow
$--
$–

Valuation Metrics

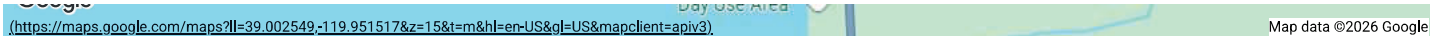
DSCR | Cap Rate | ROI

Map

Map layers

176 U.S. 50

Google



Climate Risk for 89448

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Property History

Event	Date	Price	% change	Price/SqFt	Sold by	Sold to
Listed for sale						

Demographics

Log in or Sign up to view all demographics.

	1 Mile	3 Miles	5 Miles
Population			
2024	2,435	9,551	30,419
2023	2,695	10,562	30,765
2022	2,582	10,384	30,019
2021	2,585	10,280	29,593
2020	2,499	10,393	30,102
Household Income			
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Age			
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Employees

[redacted]	[redacted]	[redacted]	[redacted]
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Housing Occupancy

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[redacted]	[redacted]	[redacted]	[redacted]

Renter To Homeowner

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[redacted]	[redacted]	[redacted]	[redacted]

Property Photos

















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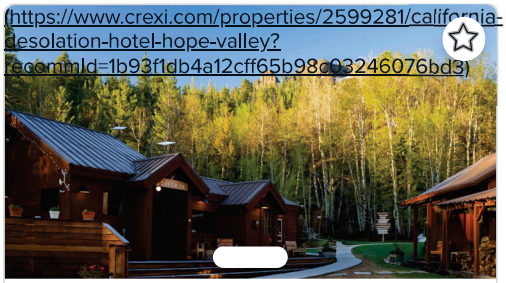
(https://www.crexi.com/properties/2599281/california-desolation-hotel-hope-valley?recommId=1b93f1db4a12cff65b98c03246076bd3)



For Sale

$7,000,000

Desolation Hotel Hope Valley

Expansive Outdoor Resort on 165 Acres with Two Rest...

14255 California 88, Hope Valley, Alpine County, CA 9...

NAI Tahoe Sierra

(https://www.crexi.com/properties/2031193/california-4130-manzanita-avenue?recommId=1b93f1db4a12cff65b98c03246076bd3)



For Sale

$7,950,000

Ambassador Lake Tahoe PRICED TO SELL: $137K Per ...

Ambassador Lake Tahoe - PRICE REDUCED: $137k Per...

4130 Manzanita Ave, South Lake Tahoe, El Dorado Co...

NAI Tahoe Sierra

(https://www.crexi.com/properties/...?recommId=1b93f1db4a12cff65b98c03246076bd3)



For Sale

$3,500,000

Strawhouse Resorts & Café

31301 California 299, Junction City, Trinity Cour

crexi.com/properties/2599281/california-desolation-hotel-hope-93f1db4a12cff65b98c03246076bd3&marketingDocument=download)

View(https://www.crexi.com/properties/2031193/california-4130-manzanita-avenue?recommId=1b93f1db4a12cff65b98c03246076bd3&marketingDocument=download)

View OM

EXHIBIT 9

070B
RABE

PLAN DESIGNATION:

Land Use Designation	RECREATION
Management Strategy	MITIGATION
Special Designation	NONE

DESCRIPTION:

Location: This area includes the Rabe Meadow area at South Stateline. The boundaries of this area are depicted on TRPA maps H-15 and H-16.

Existing Uses: The area contains the Rabe Meadow, Nevada Beach and Campground, Elk Point Yacht Club, Bitler Marina, and some miscellaneous private uses.

Existing Environment: Approximately 50 percent of the area is classified SEZ, 25 percent is low hazard, and the rest is moderate or high hazard. The shorezone tolerance district is 7. The land coverage and disturbance are low. The U. S. Forest Service has restored an old casino site in this area. Habitats for Rorippa subumbellata are found on the beach.

PLANNING STATEMENT: The existing recreation uses should continue and the public beach and camping areas should be expanded.

PLANNING CONSIDERATIONS:

1. There are littoral drift and water quality problems associated with Bitler Marina and the Elk Point Yacht Club.
2. Development in the vicinity of Bitler Marina is in poor condition.
3. There is inadequate parking associated with Elk Point Yacht Club.
4. Scenic Roadway Unit 31, Scenic Shoreline Unit 30, and Scenic Resource Evaluation Area 1 are within this Plan Area.
5. There is an opportunity to expand the facilities of the Nevada Beach Campground.

SPECIAL POLICIES:

1. Protect the Rorippa populations in this beach area adjoining the mobile home park.
2. Provide expanded opportunities for developed recreation on public lands.
3. The Bitler property and Elk Point property shall be required to implement scenic improvement and BMP retrofit programs as part of any Agency project approval.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND ACCESSORY STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.[§]

Residential	Single family dwelling (S).
Public Service	Local public health and safety facilities (S), membership organizations (S), public utility centers (S), transportation routes (S), transit stations and terminals (S), and pipelines and power transmission (S).
Recreation	Marinas (S), beach recreation (A), cross country skiing courses (S), day use areas (A), riding and hiking trails (A), cultural facilities (S), undeveloped campgrounds (A), participant sports (S), developed campgrounds (A), outdoor recreation concessions (A), rural sports (S), group facilities (S), snowmobile courses (S), and visitor centers (S).
Resource Management	Reforestation (A), sanitation salvage cut (A), selection cut (A), special cut (A), thinning (A), timber stand improvement (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), prescribed fire management (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A), and SEZ restoration (A).

Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the backshore, nearshore, and foreshore. Accessory structures shall be regulated pursuant to the regulations applicable to the primary use upon which they are dependent in accordance with Chapter 18. The following structures may be permitted in the shorezone as an allowed (A) or special (S) use only if they are accessory to an existing, allowed use located on the same or adjoining littoral parcel.

Tolerance District 7

Primary Uses	Beach recreation (A), boat launching facilities (S), marinas (S), salvage operations (A), tour boat operations (A), water borne transit (A), and water oriented outdoor recreation concessions (A).
Accessory Structures	Boat ramps (A), breakwaters or jetties (S), buoys Structures(A), fences (S), floating docks and platforms

[§] *Amended 04/23/97, General List, Recreation.*

(A), piers (A), shoreline protective structures (S), and water intake lines (S).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Summer Homes	1 unit per parcel
Recreation	
Developed Campgrounds	8 sites per acre
Group Facilities	25 persons per acre

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 55 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES **0 PAOT** WINTER DAY USE **0 PAOT** OVERNIGHT USES **500 PAOT**

OTHER: Three miles of trail.

ENVIRONMENTAL IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan and Environmental Improvement Plan (EIP) for this area shall be implemented. §

§ Amended 5/22/02

EXHIBIT 10

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com

TECHNICAL MEMORANDUM

DATE: April 29, 2025

TO: Rachel Bowers, Globetrotter Properties

FROM: Leslie Suen, PE, LSC Transportation Consultants Inc.

SUBJECT: Round Hill Campground Limited Transportation Analysis

Per your request, LSC Transportation Consultants, Inc. has prepared a limited transportation analysis for the proposed campground located southeast of the shopping center at US 50 and Elks Point Road intersection in Round Hill Village, Nevada. First, the existing traffic conditions are presented. Next, the trip generation of the proposed project is estimated, and the following areas of impact are addressed: intersection level of service and vehicle miles traveled (VMT) analysis. Finally, the parking analysis is presented. The parking demand is then compared to the proposed parking supply.

LAND USES

The Round Hill Campground is nine acres of undeveloped land that will be developed into 53 camp sites and 1 accessory dwelling unit. These camp sites will be composed of 18 “dome sites”, 9 “tree house” units, and 26 “sleeping shelters”. The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed restricted for employee housing only.

In addition to the camp sites, a building designated “The Clubhouse” will host the check-in and check-out area, a communal work area, tapping into the "work from home trend" and enabling guests to extend their stays beyond weekend nights. The Clubhouse will have a retail area where guests can obtain packaged food, beverages, property logo merchandise, and sundry items. This space is also planned to include a communal kitchen and cooking area for guest use and for cooking class programming. This structure will include “back of house” (BOH), storage, and meeting space. Surrounding the building will be a deck for guest use as well as communal fire pits. A pavilion with a self-service vending area (including beer and wine) will be provided on-site.

Recreational amenities will be provided, such as a yoga platform. A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground.

A food truck will be parked on-site to provide additional food and beverage options for campsite guests. Two EV shuttles will be on-site and available for guests. In addition, a total of 6 EV charging stations will be available

for guest usage. All the above uses will only be available for guests of the campground and will not be available to the public.

Accessory Uses

According to the *TRPA Code of Ordinances - Section 21.3.2*, accessory dwelling units are defined as follows:

> *21.3.2. Accessory Dwelling Units (formerly Secondary Residences) Accessory dwelling units (ADUs) shall be considered an accessory use to the primary use it serves and may be permitted where the primary use is a permissible use. An accessory dwelling unit shall be considered a residential unit subject to the residential Figure 21.3.1-B: Example Tourist Accommodation Accessory Use Figure 21.3.1-C: Example Recreation Accessory Use CHAPTER 21: PERMISSIBLE USES 21.3 Accessory Uses 21.3.3 Local Utility Lines TRPA Code of Ordinances Adopted by Governing Board December 12, 2012 | Amended June 26, 2024 | Page 21-4 allocation limitations and transfer provisions. An accessory dwelling unit shall be eligible for a residential bonus unit provided it meets the requirements of Section 52.3.4. Accessory dwelling units shall not be considered in the calculation of density.*
>
> A. *Up to two accessory dwelling units per parcel shall be considered accessory uses where the primary use is a single-family or multi-family use and is a permissible use. These units may include a guest house or an affordable, moderate, achievable, or market-rate rental unit. They may be attached, within, or detached from the main dwelling. B.*
> B. *One accessory dwelling unit shall be considered an accessory use where the primary use is commercial use, public service, or recreational use. These units may include an affordable or market-rate rental unit; a caretaker residence, and a manager's quarters for a tourist accommodation use or multi-residential use other than multi-family.*

As only one deed restricted accessory dwelling unit is being provided for the campground, it may be considered an accessory use to the campground. Therefore, this unit would not create any additional trips or vehicles miles traveled (VMT) due to offset trips. This offset would be the elimination of the on-site employee's trips to work (which would usually be coming from off-site and are included in the campground trips/VMT). This would offset any increase in trips made by employees living onsite making shopping or other trips off-site.

Traffic Conditions

Through the study area, US 50 is a four-lane highway with a posted speed limit of 45 miles per hour (mph). Elks Point Road is a two-lane road with a posted speed limit of 35 mph. The proposed site driveway would be located on the south side of Elks Point Road just west of Dorla Court. The proposed access point would form a T-intersection with Elks Point Road, with no existing turn lanes present and no restrictions on turning movements.

Existing Traffic Volumes

PM turning-movement counts were conducted at US 50/Elks Point Road and Elks Point Road/Dorla Court/Wyndham S Shore by LSC staff on Wednesday, May 1, 2024, from 3:00 PM to 6:00 PM. The PM peak hour occurred from 4:00 PM to 5:00 PM. The turning-movement counts at Elks Point Road/Dorla Court were

used to determine the through movements on Elks Point Road at the site-access driveway. Based on available NDOT counts, peak summer volumes are higher in July than in May. The observed count data was increased by 47 percent to reflect traffic conditions in the peak month of summer, based on the ratio of April/May to July peak-hour counts conducted by NDOT. In addition, beach traffic is substantially lower in May than during peak season. Based on previous peak summer counts conducted in 2007 along the lake side of Elks Point Road, an additional 62 percent growth was applied to the volumes on Elks Point Road to the west of US 50/Elks Point Road to account for the increase in beach traffic in summer. The existing no-project volumes are found in Table 1.

TABLE 1: Round Hill Campground - Peak-Hour Intersection Traffic Volumes

	Northbound			Southbound			Eastbound			Westbound			
Intersection	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right	Total
Existing No Project													
US 50/Elks Point Road	57	911	191	21	823	34	42	16	82	301	29	59	2,566
Elks Point Road/Site Driveway	0	0	0	0	0	0	0	87	0	0	66	0	153
Project Net Impact													
US 50/Elks Point Road	7	0	0	0	0	5	3	1	4	0	1	0	21
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	0	1	13	0	0	23
Existing Plus Project													
US 50/Elks Point Road	64	911	191	21	823	39	45	17	86	301	30	59	2,587
Elks Point Road/Site Driveway	1	0	8	0	0	0	0	87	1	13	66	0	176

Source: LSC Transportation Consultants, Inc.

Trip Generation

The first step in the analysis of traffic impacts is to prepare an estimate of the number of trips generated by the proposed project. Trip generation is the evaluation of the number of vehicle trips that will either have an origin or destination at the project site. Daily vehicle trips and peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project.

The full buildout of the project includes the construction of 53 camp sites and 1 accessory dwelling unit. The dwelling unit would consist of 3 bedrooms and 9 beds to house up to 9 employees. Standard daily and peak-hour trip-generation rates are provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 11th Edition Manual* (ITE, 2021). These standard rates were reviewed, and the trip-generation rates used in this study are based on the following methodology and assumptions:

- **Campground Trip Generation** – The PM peak-hour rates are based on the rates for campground/RV Vehicle Park in the ITE *Trip Generation Manual.* As a daily trip rate is not available, the peak-hour rate was factored based on the ratio of daily to PM peak-hour rates for the Motel land use to identify a daily rate of 4 daily trips per site. Additionally, four campgrounds' transportation analyses were reviewed.
    - *The Brockway Campground – Limited Traffic Analysis* (LSC, May 13, 2015) assumed a rate of 4.18 vehicle-trips per site per day.
    - *The 56 Acres Master Plan* (LSC, August 17, 2021) assumed a rate of 4.02 vehicle-trips per site per day.
    - *The Tijuana River Valley Regional Park Campground and Education Center Transportation Impact Analysis* (Chen Ryan, September 2018) assumed a rate of 4.0 vehicle-trips per site per day.
    - *The Traffic Impact Analysis—Under Canvas, Teton* study conducted by SET Engineering in November 2021 used a rate of 2.0 vehicle-trips per site per day (for a development with a high level of internal amenities).

  In addition, the project proponent will provide two shuttles as an amenity available to campground guests and employees, with service to/from the airport, skiing, shopping, restaurants, outdoor recreational activities, hiking trails, and beaches. Each shuttle will accommodate between 12-19 people. In the peak season, each shuttle will have 4 daily runs. The shuttles are to run between 7:30 AM and 7:30 PM. To be conservative, any decrease in trips due to the shuttle would be offset by the shuttle trips themselves. Based on all the above information, a conservative rate of 4.0 trips per day per campsite is appropriate.

  Next, since the accessory dwelling unit (ADU) is an accessory use to the campground as defined in the land use section above, all trips to/from the ADU are included in the campground trip generation.

- **Off-site Manager** – One of the managers is assumed to live off-site. All other employees are assumed to live on site. This employee is assumed to generate a total of 2 daily trips, with one occurring in the PM peak hour.

- **Service Trips** – A total of four service trips are assumed to happen once a week for services such as UPS deliveries, laundry service, food truck deliveries, catering, and trash collection. To be conservative, and since the most congested time in the area is during the late afternoon, the four service trips are assumed to happen in the PM peak hour on the same day.

The resulting trip generation for the project is summarized in Table 2.

Reduction for Non-Auto

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. The project is located approximately 0.5 miles from Nevada Beach. The Lam Watah Nature Trail to Nevada Beach provides access between Round Hill Village and Kahle Drive in Stateline, Nevada. The 2014 and 2018 *Summer TRPA Travel Mode Share Survey* data was analyzed to determine non-auto reductions for the summer season. For visitors, data from the surveys conducted in the Round Hill area was isolated. Of the 75 survey trips, 29 percent were made via non-auto modes.

A total of 30 bikes will also be available on site, free to use between the hours of 7:30 AM and 8:30 PM for guests staying at the campground. Amenities such as pre-made meal kits, a kitchen facility, a camp shop, a self-serve beverage well, and catering during peak summer weekends will also make campers more inclined to stay on site rather than go off site. However, per TRPA staff, the estimated daily trip rate of a campground cannot be dropped below 4.0 without further research of existing campgrounds, which goes beyond the scope of this study. As such, no reduction was applied to the campsites for non-auto trips.

For the employee trips, “Journey to Work” data from the United States Census Bureau data was reviewed for the nearby towns of Zephyr Cove, Round Hill Village, and Stateline, Nevada. Per the census data, zero percent of journey-to-work trips were made via non-auto modes in the towns of Zephyr Cove and Round Hill Village. In Stateline, Nevada, 25 percent of journey-to-work trips were made via non-auto modes. In addition, the free South Shore Microtransit Service “Lake Link” operates year-round from 7:00 AM to 9:00 AM and provides access in the south shore area. Rides are available within the South Shore area from the Safeway in Round Hill, Nevada, to the Chart House Restaurant located on Kingsbury Grade to the Grocery Outlet in South Lake Tahoe, CA. Taking all this data into consideration, the non-auto access rate for the managers is conservatively assumed to be around 10 percent, as shown in Table 2.

Trip Generation at Site Driveways

Multiplying the land-use quantities by the trip rates and applying reductions for non-auto trips yields the vehicle trips generated at the site driveways. As shown in Table 2, the proposed land uses are forecast to generate a total of approximately 222 daily vehicle trips at the site driveways on a weekday, including 23 PM peak-hour vehicle trips (14 inbound plus 9 outbound).

TABLE 2: Round Hill Campground - Trip Generation

Description	Quantity	Units	ITE Land Use Category	ITE Land Use Code	Trip Generation Rates [1]				Reduction for Non-Auto Trips	Vehicle Trips at Site Driveways			
					Daily	PM Peak Hour				Daily	PM Peak Hour		
						In	Out	Total			In	Out	Total
Campground	53	Sites	Campground/RV Vehicle Park	416	4.00	0.18	0.09	0.27	0%	212	10	4	14
Accessory Dwelling Unit[2]	1	DU	Accessory to campground										
Off-Site Manager	1	Employee	person-trip analysis		2.00	0.00	1.00	1.00	10%	2	0	1	1
Service Trips	4	Service Trips	person-trip analysis		2.00	1.00	1.00	2.00	0%	8	4	4	8
Shuttle Trips			Accessory to campground										
Total Site Access Trips										**222**	**14**	**9**	**23**

Note 1: The daily rate a factored rate (campground to motel rate) as a daily campground rate is unavaialable from ITE .

Note 2: Per the TRPA Code of Ordinance Section 21.3.2B, the Accessory Dwelling Unit is an accessory use to the Camground and all trips generated are included in the campground trip generation

Source: LSC Transportation Consultants, Inc. and Institute of Transportation Engineers Trip Generation (11th Edition)

Trip Distribution and Assignment

The distribution of site-generated vehicle trips is based on Wood Rodgers: *Retreat 50 Glamping Resort TIS* (May 2023). The distribution is as follows:

- 38 percent to/from north on US 50 toward Incline Village
- 45 percent to/from south on US 50 toward Stateline
- 8 percent to/from west on Elks Point Road toward Nevada Beach
- 9 percent to/from east on Elks Point Road toward Safeway

The site-generated traffic volumes are assigned through the study intersections by applying the distribution percentages to the peak-hour vehicle trips. The site-generated traffic volumes are then added to the no-project sets of volumes to get the plus-project sets of volumes, as seen in Table 1.

LEVEL OF SERVICE ANALYSIS

Level of Service (LOS) is a quantitative and qualitative measure of traffic conditions on isolated sections of roadways or intersections. LOS ranges from "A" (with no congestion) to "F" (where the system fails with gridlock or stop-and-go conditions prevailing). As is the standard for traffic engineering analyses, intersection LOS is analyzed based on the procedures presented in the *Highway Capacity Manual* (Federal Highways Administration, 2016) using the Synchro software application (Version 11.1, Trafficware). The LOS calculations are attached for further reference.

LOS Standards

TRPA LOS Policy

The LOS standards for the Lake Tahoe Basin, established by the Tahoe Regional Planning Agency (TRPA), are outlined in the *2020 Regional Transportation Plan* with the intent that the Region's highway system and signalized intersections during peak periods shall not exceed the following:

1. LOS C on rural scenic/recreational roads,
2. LOS D in rural developed areas,
3. LOS D on urban roads, or
4. LOS D for signalized intersections - LOS E may be acceptable during peak periods, not to exceed four hours per day.

The *Regional Transportation Plan* also states that: "These vehicle LOS standards may be exceeded when provisions for multimodal amenities and/ or services (such as transit, bicycling, and walking facilities) are adequate to provide mobility for users at a level that is proportional to the project-generated traffic in relation to overall traffic conditions on affected roadways." (Policy 4.11). While the Tahoe Regional Planning Compact looks to "reduce the dependency on the private automobile," there are currently no adopted requirements or standards regarding the quality of service of other travel modes (i.e., transit, biking, or walking) that could potentially reduce the demand on the roadway system.

The TRPA does not have a specific adopted standard for unsignalized intersections.

Douglas County Standards

The LOS standards for Douglas County are set forth in *the Douglas County Roadway Design and Construction Standards*, June 2020:

> "For signalized intersections and/or roadway segments in zoning applications, LOS 'D' will be the design objective in urban areas, and LOS 'C' will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS 'D' will be the design objective for overall signalized intersection operation at development opening and build-out. Under no circumstances shall the development cause a drop below an overall LOS 'E' at signalized intersections for any analysis scenario."

Therefore, the LOS standard applied to this study is D for the signalized intersection and LOS D for the unsignalized intersection.

Intersection Level of Service

As shown in Table 3, the intersection of US 50/Elks Point Road currently operates at LOS F. With implementation of the proposed project, the US 50/Elks Point Road intersection will continue to operate at LOS F. Though the intersection is currently failing, the impact of the proposed project results in an increase of volumes of less than 1 percent to the intersection. Additionally, the project has proposed several elements that encourage non-auto travel as stated above in the 'Reduction for Non-Auto' section. As such, the project's net impact to the intersection is acceptable.

With the implementation of the proposed project, the Elks Point Road/Site Driveway will operate at LOS A.

TABLE 3: Round Hill Campground - Intersection LOS Summary

			PM Existing No Project		PM Existing Plus Project	
Intersection	Control Type	LOS Threshold[1]	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
US 50/Elks Point Road	Signalized	D	**OVF**	**F**	**OVF**	**F**
Elks Point Road/Site Driveway	TWSC	D	-	-	8.9	A

BOLD text indicates that LOS standard is exceeded.

OVF = Overflow. Overflow indicates a delay greater than 200 seconds per vehicle, which cannot be accurately calculated using HCM methodology.

TWSC = Two-Way Stop-Control

NOTE 1: Level of service for signalized intersections is reported for the total intersection. Level of service for roundabouts and other unsignalized intersections is reported for the worst movement.

Source: LSC Transportation Consultants, Inc.

VMT Analysis

Vehicle miles traveled (VMT) was evaluated in accordance with the current TRPA *Project Impact Assessment Guidelines* (August 26, 2024). Per TRPA standards, this analysis focuses on VMT generated within the Tahoe Basin only. The project is located in PIA zone 41.

Average Annual Daily Trips of Campground

Due to the nature of a campground, occupancy is higher in summer than in the winter or other seasons. The 53 camp sites are composed of 18 "dome sites", 9 "tree house" units, 26 "sleeping shelters", and 1 accessory dwelling unit. It should be noted that the accessory dwelling unit is an accessory use to the campground (discussed above) and does not generate additional VMT. The 18 "dome sites" are only in operation from May 1-October 15, whereas the "tree house" units and "sleeping shelters" are operational year-round. The occupancy of the campsite is expected to vary throughout the year from 20 percent in the shoulder seasons to 100 percent in the peak summer season, as shown in Table 4. For the year as a whole, the average annual occupancy of the project is 60 percent.

To support the project's occupancy assumption, two data sources were reviewed in the south shore area: the *56 Acres Master Plan and South Lake Tahoe Recreation and Aquatics Center Project – A Multigenerational Center* (Ascent, 2021) and the Nevada Beach Campground (2025). The 56 Acres campground had a summer occupancy of 75 percent based on occupancy data from 2018. The Nevada Beach campground was reviewed in terms of reservations, in the upcoming summer of 2025, all available nights are reserved, so essentially 100 percent occupancy is assumed during the summer operating season. Next, the average annual occupancy was calculated for each campground with 56 acres at 28 percent and 38 percent for Nevada Beach. The proposed project assumes a 60 percent occupancy on an average annual basis. This a partially due to the year-round operation of the proposed project. If it were assumed that the two reference campgrounds had year-round operations, then their average annual trips would be calculated at 58 percent for 56 acres and 68 percent for Nevada Beach. As the expected average annual occupancy for the project is within the range of the 56 Acres campground and the Nevada Beach Campground's occupancy, the occupancy provided by the client is considered reasonable. Applying the occupancy to the daily trip rates results in 114 average annual daily trips for the campground, as shown in Table 4.

Average Trip Length

The TRPA average trip length for the project's VMT analysis zone (Zone 41) of 4.96 is applied to all uses.

Mobility Fee of Project

VMT was estimated for this project as a whole by multiplying the average annual project-generated trips (and taking reductions for non-auto trips as discussed above) by the average trip lengths. This results in an average annual project VMT of 615, as shown in Table 5. The project VMT generated is then compared to the TRPA screening criteria. The small project screening criteria is 715 average annual VMT or less, therefore this project meets this screening criteria and is screened out of further analysis.

Based on the VMT generated and 2025 TRPA fees, the estimated mobility fee is $127,479. Note TRPA staff will determine the actual mobility fee.

TABLE 4: Average Annual Daily Trips of Campground

Month	Available Units[1]	Daily Trip Rate	Occupancy	Daily Trips
January	35	4.00	40%	56
February	35	4.00	40%	56
March	35	4.00	20%	28
April	35	4.00	60%	84
May	53	4.00	80%	170
June	53	4.00	100%	212
July	53	4.00	100%	212
August	53	4.00	100%	212
September	53	4.00	80%	170
October	53	4.00	40%	85
November	35	4.00	20%	28
December	35	4.00	40%	56
Average Annual Daily Trips			**60%**	114

Note 1: The "Dome" units will only be available from May 1-October 15 of each year. The remaining units are operational year-round.

Source: LSC Transportation Consultants, Inc.

TABLE 5: Round Hill Campground - Vehicle Miles Traveled (VMT)

Description	Land Use Quantity		Average Annual Daily Trips	Zone Average Trip Length[1]	VMT After Non-Auto Reductions
Campground	53	Sites	114	4.96	566
Accessory Dwelling Unit[2]	Accessory to campground				
Off-Site Manager	1	Employee	2	4.96	10
Service Trips	4	Service Trips	8	4.96	40
Shuttle Trips	Accessory to campground				
Project Total			**124**		**615**
TRPA Screening Criteria					**715**
Criteria Met?					**Yes**
Fee per VMT for Campgrounds					**$ 207.13**
Total Mobility Fee[3]					**$ 127,479**

Note 1: TRPA data for PIA Zone 41. Average trip length for camp sites from Table 5.

Note 2: Per the TRPA Code Section 21.3.2B, the ADU is an accessory use to the Camground and all trips/VMT generated by the ADU are included in the campground trip generation rate.

Note 3: The calculated mobility fee is an estimate. TRPA will calculate actual fee based on the submittal date.

Source: LSC Transportation Consultants, Inc. and TRPA Project Impact Assessment Guidelines

Parking Analysis

The Douglas County Code is the applicable parking code for this project. However, as the project will have many parking limitations, a person-trip analysis was performed for most of the land uses. The project will have the following limitations according to the program:

- Campsite guests will only be allowed 1 vehicle per campsite.
- The two shuttle spaces will be exclusively available for the two shuttle vehicles.
- One space will be available for the off-site managers.
- Three spaces will be available for the ADU per the Code.

Table 6 presents an evaluation of the parking demand associated with the proposed land uses. The parking rates are applied to the proposed land uses, as shown in Table 6. After taking reductions for non-auto trips, this results in a total demand of 59 parking spaces.

Proposed Parking Supply

The proposed parking supply for the site is as follows:

- 53 campsite spaces
- 4 employee spaces
- 2 shuttle spaces

The parking supply for each land use is compared to the parking demand, as seen on the right side of Table 6. As shown, the project parking supply is adequate and has no surplus or deficit.

TABLE 6: Round Hill Campground - Peak Parking Demand

Description	Quantity	Units	Parking Ratio Category	Parking Rate	Required Parking Spaces for Individual Use	Proposed Parking Spaces	Parking Surplus/ Deficit
Campground	53	Sites	person-trip analysis	1.00 per site	53		
Accessory Dwelling Unit	3	Bedrooms	Boarding House	1.00 per bedroom	3		
Off-Site Manager	1	Employees	person-trip analysis	1.00 per employee	1		
Service Trips					0		
Shuttle	2	Shuttles	person-trip analysis	1.00 per shuttle	2		
Subtotal Camping Site Parking					53	53	
Subtotal Employee Parking					4	4	
Subtotal Shuttle Parking					2	2	
Total Project					**59**	**59**	**0**

Source: LSC Transportation Consultants, Inc.

CONCLUSIONS

The following conclusions are made based on this analysis:

- The proposed project would generate approximately 222 daily vehicle trips, with 23 in the PM peak hour (14 inbound and 9 outbound) on a peak summer day.
- The US 50/Elks Point Road operates at an unacceptable LOS F both without and with the project. However, the project's net impact on the intersection is acceptable due to the extensive non-auto access options. The site-access intersection operates at an acceptable LOS A with the proposed project.
- The total VMT generated by the project (after reductions) is 615 annual average daily VMT. As this is less than the small project screening criteria of 715 average annual daily VMT, the project is screened out of further VMT analysis.
- The estimated TRPA mobility fee for the project is $127,479.
- The parking demand for the project is 59 parking spaces. As the parking supply is 59 parking spaces, the parking supply is adequate.

Attached: Synchro Outputs

Appendix A

LOS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Future Volume (veh/h)	42	16	82	301	29	59	57	911	191	21	823	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	17	89	327	32	64	62	990	208	23	895	37
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	619	81	0	619	81	1047	220	44	1161	48
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3478	144
Grp Volume(v), veh/h	63	0	89	359	0	64	62	601	597	23	457	475
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1844
Q Serve(g_s), s	0.0	0.0	3.1	0.0	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Cycle Q Clear(g_c), s	33.1	0.0	3.1	33.1	0.0	2.2	2.9	27.8	27.9	1.1	19.6	19.6
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.08
Lane Grp Cap(c), veh/h	90	0	619	81	0	619	81	636	630	44	593	616
V/C Ratio(X)	0.70	0.00	0.14	4.42	0.00	0.10	0.77	0.94	0.95	0.52	0.77	0.77
Avail Cap(c_a), veh/h	90	0	619	81	0	619	111	636	630	105	593	616
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.9	0.0	16.7	42.4	0.0	16.4	40.0	26.4	26.4	40.8	25.3	25.3
Incr Delay (d2), s/veh	18.6	0.0	0.0	1568.1	0.0	0.0	12.2	24.3	25.0	3.6	9.3	9.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	1.1	37.1	0.0	0.8	1.5	14.8	14.8	0.5	9.0	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	52.5	0.0	16.7	1610.5	0.0	16.4	52.2	50.7	51.4	44.4	34.7	34.3
LnGrp LOS	D	A	B	F	A	B	D	D	D	D	C	C
Approach Vol, veh/h		152			423			1260			955	
Approach Delay, s/veh		31.6			1369.3			51.1			34.7	
Approach LOS		C			F			D			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.2		39.6	10.9	34.2		39.6				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	5.3	* 28		32.1				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.1	4.9	21.6		35.1				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.6		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.3
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	0	0	66	0	0
Future Vol, veh/h	87	0	0	66	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	0	0	72	0	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	95	0	167	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	72	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1499	-	823	962
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1499	-	823	962
Mov Cap-2 Maneuver	-	-	-	-	823	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	951	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	-	-	-	1499	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Future Volume (veh/h)	45	17	86	301	30	59	64	911	191	21	823	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	49	18	93	327	33	64	70	990	208	23	895	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	74	16	620	81	0	620	90	1042	219	44	1131	53
Arrive On Green	0.39	0.39	0.39	0.39	0.39	0.39	0.05	0.36	0.36	0.02	0.33	0.33
Sat Flow, veh/h	0	42	1585	0	0	1585	1781	2924	613	1781	3456	162
Grp Volume(v), veh/h	67	0	93	360	0	64	70	601	597	23	460	477
Grp Sat Flow(s),veh/h/ln	42	0	1585	0	0	1585	1781	1777	1760	1781	1777	1841
Q Serve(g_s), s	0.0	0.0	3.2	0.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Cycle Q Clear(g_c), s	33.0	0.0	3.2	33.0	0.0	2.2	3.3	27.7	27.9	1.1	19.8	19.8
Prop In Lane	0.73		1.00	0.91		1.00	1.00		0.35	1.00		0.09
Lane Grp Cap(c), veh/h	90	0	620	81	0	620	90	633	627	44	581	602
V/C Ratio(X)	0.74	0.00	0.15	4.42	0.00	0.10	0.78	0.95	0.95	0.52	0.79	0.79
Avail Cap(c_a), veh/h	90	0	620	81	0	620	129	633	627	106	581	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	34.2	0.0	16.6	42.2	0.0	16.3	39.6	26.4	26.4	40.6	25.8	25.8
Incr Delay (d2), s/veh	25.0	0.0	0.0	1567.2	0.0	0.0	10.2	25.1	25.8	3.5	10.6	10.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	0.0	1.2	37.1	0.0	0.8	1.6	14.9	14.9	0.5	9.3	9.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.3	0.0	16.6	1609.4	0.0	16.3	49.8	51.5	52.2	44.2	36.3	36.0
LnGrp LOS	E	A	B	F	A	B	D	D	D	D	D	D
Approach Vol, veh/h		160			424			1268			960	
Approach Delay, s/veh		34.5			1369.0			51.8			36.4	
Approach LOS		C			F			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	36.0		39.5	11.4	33.5		39.5				
Change Period (Y+Rc), s	6.8	* 5.9		* 6.5	7.1	* 5.9		6.5				
Max Green Setting (Gmax), s	5.0	* 29		* 33	6.1	* 28		32.0				
Max Q Clear Time (g_c+I1), s	3.1	29.9		35.0	5.3	21.8		35.0				
Green Ext Time (p_c), s	0.0	0.0		0.0	0.0	1.5		0.0				

Intersection Summary		
HCM 6th Ctrl Delay		244.1
HCM 6th LOS		F

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	87	1	13	66	1	8
Future Vol, veh/h	87	1	13	66	1	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	1	14	72	1	9

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	96	0	196	96
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	100	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1498	-	793	960
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1498	-	785	960
Mov Cap-2 Maneuver	-	-	-	-	785	-
Stage 1	-	-	-	-	928	-
Stage 2	-	-	-	-	915	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	937	-	-	1498	-
HCM Lane V/C Ratio	0.01	-	-	0.009	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

EXHIBIT 11

Linda Doherty

From: Kara Thiel <Kara@fmttahoe.com>
Sent: Tuesday, July 14, 2026 9:21 AM
To: Linda Doherty; kirkwalder@comcast.net
Cc: Lewis Feldman; Jamie Schmidt; info.globetrotterproperties
Subject: FW: Globetrotter Properties / Talaz Campground

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Good morning, Linda and Kirk.

Please see Leslie's email below in response to Kirk's questions and let me know if you need anything further.

Thank you,
Kara

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From: Leslie Suen <leslie@lsctrans.com>
Sent: Monday, July 13, 2026 5:48 PM
To: Kara Thiel <Kara@fmttahoe.com>
Cc: Lewis Feldman <Lew@fmttahoe.com>; Sierra Brown <sierra@lsctrans.com>; Jamie Schmidt <jamie@jls-dev.com>
Subject: RE: Globetrotter Properties / Talaz Campground

Hi Kara and all,

Please see below for each of the items raised. Let me know if you need anything else for the hearing tomorrow. And my apologies for the use of the wrong Douglas County standard.

1. Oh no! Yes, we incorrectly used the standards from Douglas County, Colorado. My sincere apology on this oversight. Douglas County, Nevada does not have intersection level of service standards, it only provides level of service standards for roadways which is not applicable here. Therefore, the intersection LOS standard that would be applicable to this project is the TRPA standards. The TRPA standard is listed in the report for US 50/Elks Point Road is LOS D with up to four hours per day of LOS E. The intersection is therefore not currently operating within the TRPA standard and will continue to do so with the implementation of the project (this conclusion of the study remains unchanged). Though the intersection is currently failing, the TRPA Regional Plan states that vehicle LOS standards may be exceeded when provision for multimodal amenities are adequate to provide mobility for users (Policy 4.11). As the project has several elements that encourage non-auto travel and is adjacent to trails and recreation at Nevada Beach, the project's impact to the intersection of US 50/Elks Point Road is considered acceptable (this conclusion of the study remains unchanged).

2. The report states that intersection of US 50/Elks Point Road operates at a LOS F which is mostly due to a high volume of westbound left turns (which are left turns from Elks Point Road onto US 50 toward South Lake Tahoe). All other turning movements at US 50/Elks Point Road have better level of service. Additionally, the intersection volumes, which the LOS is based on, are conservative as they were from off-season (spring) counts. These counts were then increased to estimate peak summer volumes. It is possible that in being conservative in our volumes, the volumes may be higher than what is actually seen on a busy day. Regardless the impact of the project on the intersection is the key measure of the project. This project was shown to have a very minimal (0.8%) increase in traffic at US 50/Elks Point Road. Additionally, none of the project's vehicles will perform the LOS F left-turn movement at the intersection.

Leslie Suen, PE, Principal
LSC Transportation Consultants, Inc.
(530) 537-3816 – direct

From: Kara Thiel <Kara@fmttahoe.com>
Sent: Monday, July 13, 2026 12:18 PM
To: Leslie Suen <leslie@lsctrans.com>
Cc: Lewis Feldman <Lew@fmttahoe.com>; Sierra Brown <sierra@lsctrans.com>
Subject: Globetrotter Properties / Talaz Campground

Hey Leslie.

Someone has appealed Douglas County's design review approval of the campground to the Planning Commission. One of the PC members has a couple questions re the traffic analysis.

First, see below for snippet from LSC's report re standards. The appellant commented that the traffic study used the Douglas County ***Colorado*** DOT standards? I reviewed the Douglas County standards and do not see the quoted language below. Will you please check / confirm the below cites to Douglas County's standards? If there was a mistake, will you please provide a paragraph or two re the applicable standards?

Douglas County Standards

The LOS standards for Douglas County are set forth in *the Douglas County Roadway Design and Construction Standards*, June 2020:

> "For signalized intersections and/or roadway segments in zoning applications, LOS 'D' will be design objective in urban areas, and LOS 'C' will be the design objective in nonurban areas. Urban and nonurban areas shall be determined by County staff based on the Douglas County Comprehensive Master Plan. For all other types of development (not related to zoning), LOS ' will be the design objective for overall signalized intersection operation at development oper and build-out. Under no circumstances shall the development cause a drop below an overall 'E' at signalized intersections for any analysis scenario."

Therefore, the LOS standard applied to this study is D for the signalized intersection and LOS D for the unsignalized intersection.

Second, the PC member would like more explanation on why the 50/Elk Point intersection is rated "F". He said he drives that intersection at least 10 times a week and doesn't see that level of congestion/delays.

The hearing on the appeal is tomorrow. I realize this is short notice, but we just received the member's comments a few minutes ago.

Thanks!
Kara

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EXHIBIT 12



INDEPENDENT LAKE TAHOE BASIN WILDFIRE EVACUATION ANALYSIS

iStock Credit Adam Mustafa

Prepared for:
TahoeCleanAir.org

Prepared By:



PYROANALYSIS

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1095 Hilltop Drive, Suite 200,
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In Collaboration with Ladris AI

LADRIS™

October 23, 2024

INDEPENDENT LAKE TAHOE BASIN WILDFIRE EVACUATION ANALYSIS

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FOREWORD

This independent analysis was commissioned by TahoeCleanAir.org.

TahoeCleanAir.org is a Nevada 501(c)(3) non-profit corporation. One of its organizational purposes is to support safe and effective wildfire evacuation and take the steps necessary to help champion this purpose.

Based on over 400 wildfire evacuation simulations, this first-of-its-kind, publicly transparent analysis is informational only and aimed at increasing public and governmental land-use planners awareness of possible evacuation outcomes. Research and analysis were achieved using AI technology, coupled with subject matter expertise.

Simulation analyses have been completed for five geographical areas within the Lake Tahoe Basin which include Placer, Washoe, Douglas, El Dorado South Shore and West Shore study areas.

DISCLAIMER

Community wildfire evacuation planning and decisions regarding evacuation during an actual emergency are the responsibility of Lake Tahoe Basin government planning agencies, law enforcement, and fire response resources. This analysis is not intended as advice or judgment in emergency situations. This independent analysis does not suggest mitigation options that may help to provide enhanced wildfire evacuation timing. Education in these options is readily available from local and regional government agencies including law enforcement and fire response agencies.

The simulations and information contained in this independent analysis are informational only, and not intended to take the place of, nor should the simulations and information herein be utilized in connection with, official government evacuation planning or emergency event decision-making, including but not limited to determining evacuation routes during an actual emergency event. Using expert review tools, such as evacuation modeling software, this document analyzes the evacuation factors, considerations, and estimated travel times associated with various community emergency evacuation simulations. Evacuation modeling software does not account for all potential evacuation scenarios, vehicle collisions, fire-compromised roads, erratic human behaviors, or regional evacuations. While efforts have been made to ensure the accuracy, completeness, and usefulness of the information in this report, the authors and distributors of this study do not accept any liability for errors, omissions, or inaccuracies in the content nor for any actions taken based on this information.

SUMMARY

The Tahoe Basin is an internationally renowned destination. Annual visitation to the 323-square-mile Tahoe Basin (207,000 acres) now exceeds that of America's most popular national park, the Great Smoky Mountains, which spans 816 square miles (522,419 acres). One report indicates Tahoe receives 60 million person trips annually. Many visitors are unaware that Tahoe spans two states, five counties, and multiple communities.[1]

Following the 2021 Caldor Fire, grassroots community groups have expressed the need for a basinwide Lake Tahoe roadway capacity evacuation analysis based on recent data and advanced technology.

With this in mind, TahoeCleanAir.org commissioned an emergency evacuation study by PyroAnalysis, LLC. PyroAnalysis is a fire and emergency management consulting firm with extensive experience and expertise in community evacuation planning, land use planning and development solutions, and fire behavior and threat analysis.

Using Ladris AI evacuation modeling software, PyroAnalysis' fire and evacuation subject matter experts studied community roadways to identify evacuation routes, estimate the number of vehicles used by residents and visitors in an evacuation, and anticipate impediments to a timely evacuation. The team's findings were used to design and produce hundreds of possible emergency evacuation simulations. The modeling results, found in this report, provide sample baseline evacuation time estimates for a variety of no-notice evacuation scenarios (no-notice vs. planned evacuation is discussed on the next page) for five study areas within the basin: Placer/Tahoe; Washoe/Tahoe; Douglas/Tahoe; Eldorado/South Shore Tahoe (including the communities of Meyers and Fallen Leaf, California); West Shore/Tahoe; (balance of West Shore Placer and El Dorado county communities south of Sunnyside). The findings for the Lake Tahoe Basin (see Figure 1) will be released in phases.

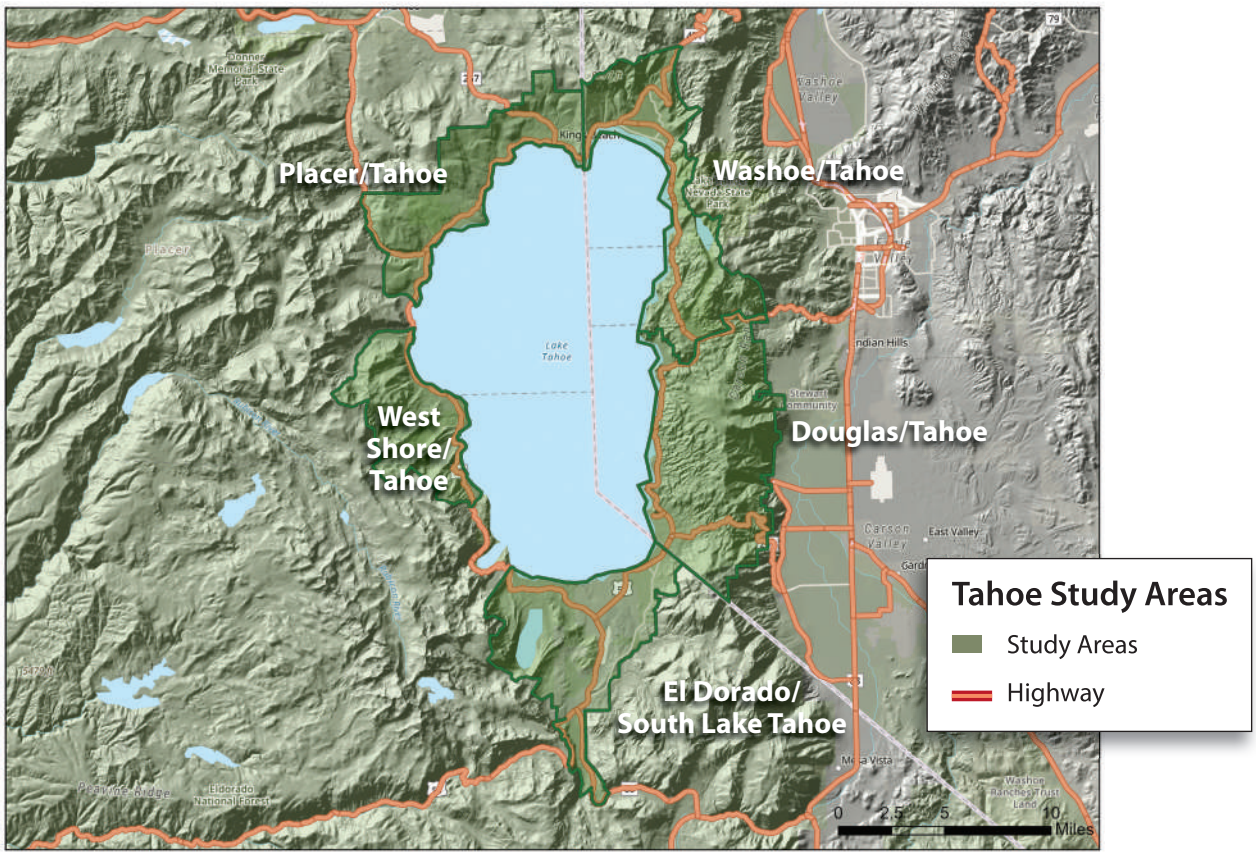

Figure 1.1: Tahoe Basin Study Areas

APPROACH AND METHODOLOGY

To estimate the time required to evacuate communities within the Tahoe Basin, evacuation experts conducted hundreds of evacuation simulations using Ladris AI's science-based modeling software to analyze travel times and other transportation and movement factors during simulated emergency evacuations.

Ladris AI provides visual and statistical analysis of traffic patterns for every road segment, address point, and vehicle origin and destination at every moment over the course of an evacuation simulation. Ladris AI has no constraints on the type or extent of the geographic region that can be modeled. It allows for transportation demand modeling, dynamic traffic assessment, and multimodal transportation analysis to help communities plan for safe evacuation. This software is commonly used by state and local government agencies across the US.

COMMUNITY EVACUATION ANALYSIS

Emergency evacuations are either no-notice events or planned events. No-notice evacuations are ordered when an emerging incident poses a sudden and immediate threat to human life. Historically, no-notice evacuations have overwhelmed emergency responder resources and defied the rapid implementation of emergency operation plans. Studies of no-notice wildfire events consistently report irrational human behavior during the evacuation, especially when evacuees are confronted with smoke and flames from an approaching wildfire. Evacuees often lack familiarity with available evacuation routes and encounter debris (e.g., fallen trees, utility lines, or power poles) and other unexpected obstacles on the roadway, which can result in egress routes being blocked by vehicle collisions and disabled vehicles. The chaos is exacerbated when emergency responders must access the incident using the same routes used by exiting evacuees.

Planned evacuations are coordinated hours or days before the evacuation is initiated, allowing law enforcement, state and county road departments, offices of emergency management, and fire departments to collaborate for an organized movement of the population to pre-identified safe areas where adequate sustenance and shelter are available for evacuees. Even with such coordination and pre-planning, planned evacuations from Tahoe Basin communities may require 9 or more hours, as seen during the Caldor Fire evacuation in 2021.



"Caldor Fire Evacuation"

Justin Sulliva via Getty Images

EVACUATION TRAVEL TIME ASSESSMENT

Total Count of Evacuating Vehicles

The simulations used in this analysis were designed using hypothetical no-notice evacuation events. Residents and visitors are assumed to evacuate by vehicle. Evacuees begin departing within minutes of notice, with all evacuees starting their route to safety within a 60-minute time frame. All simulations represent an evacuation during Lake Tahoe's peak tourist summer months between the hours of 1 p.m. and 5 p.m.

To accurately estimate the time required to evacuate an area within the Tahoe Basin during a no-notice emergency event, the total number of vehicles using the evacuation routes during peak use periods must be estimated using the following methodology:

Vehicles Already in Transit and on the Roadway During an Evacuation (i.e., Background Traffic)

In July 2023, nearly 60,000 visitors per day used Tahoe Basin road systems to access the abundant recreation offered around Lake Tahoe.[2] Thus, vehicles in transit within the evacuation study area must be considered in terms of the number of vehicles sharing the roadways during an evacuation. To illustrate, during the month of July, when main routes around Lake Tahoe are heavily congested, it is estimated that 2,000+ vehicles are in transit on the 9.5-mile section of Highway 28 between Tahoe City and Kings Beach. Without considering these vehicles as part of the evacuation, the total number of vehicles using the travel routes cannot be accurately projected. For this reason, Ladris AI's Live Traffic tool and monthly average daily traffic (MADT) data, which consider background traffic in the modeling scenarios, were both used to generate traffic flow modeling outputs.

Housing and Lodging Units

Studies of wildfire evacuations in California have found that between 1.2 and 1.9 vehicles per household are used to evacuate during wildfires.[3] Therefore, for modeling, it is assumed that 1.5 vehicles are used to evacuate each residential housing unit and 1 vehicle is used to evacuate each occupied lodging unit (hotel room).

Short-term Rentals and Tourist Accommodation Units

There are an estimated 9,000 short-term rental properties in the Tahoe Basin. In July 2023, the average occupancy rate for all rentals was 75%; short-term rentals in North Lake Tahoe had a slightly higher occupancy rate of 80%.[4] Short-term rentals are often rented by several friends or families who may arrive in separate vehicles. Thus, it is reasonable to assume that the number of vehicles used during the evacuation from short-term rental properties is greater than the assumed 1.5 vehicles per household calculated for full-time residential properties in the Tahoe Basin.

Employees Commuting to Area Restaurants, Shops, and Recreational Venues

The number of out-of-town employees is included in the final vehicle counts used for each scenario.

Parked Vehicles

With more than 60,000 visitors per day enjoying the beaches, trails, restaurants, shops, and accommodations in Lake Tahoe in July, finding a place to park is increasingly difficult. Beach parking and trailhead parking lots are at maximum capacity on most summer weekends and holidays. An estimated number of parked vehicles was added to the total vehicle count in each study area to account for the number of parked vehicles used in an evacuation.[5]

Seasonal Road Construction Projects

Miles-long vehicle queues at road construction traffic control points are a daily reality for commuters traveling Tahoe Basin roads during the summer months. Harsh winter conditions and Lake Tahoe Basin environmental regulations mean major highway and roadway construction projects can happen only during the limited shoulder and the summer months. Many of these construction projects include open trenches that reduce roadways to a single lane, making it difficult to quickly open both lanes for emergency responder access and the timely egress of evacuees. Using Ladris AI software, road construction scenarios that reduce Highway 28 from two lanes to one lane were modeled to understand how ongoing summer road construction could impact evacuee travel times.



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The preceding factors as well as those listed below must be evaluated in the analysis of the time and human resources necessary to complete a community-wide evacuation during a no-notice emergency event. Numerous large-scale wildfire evacuations have taught us that evacuation plans that rely on personnel to clear intersections, reprogram traffic signals, or support contraflow strategies often fail when unforeseen events prevent the execution of even the most well-planned and exercised evacuation plan.[7]

ADDITIONAL CONSIDERATIONS AND IMPEDIMENTS TO TIMELY EVACUATION

Pedestrians and Cyclists

More than 2,100,000 individuals visit Lake Tahoe each year for abundant and diverse recreation,[6] including the myriad of hiking and biking trails that crisscross the basin and lakeshore. In July 2023, Sand Harbor alone hosted 274,820 visitors, an average of nearly 9,000 daily visitors.

Evacuating Lake Tahoe communities includes notifying and accounting for thousands of recreators who may be miles from their vehicles or accommodations. Another consideration are the trails being used by those with mobility impairments. They too may need special assistance in returning to their vehicles for evacuation.

Locating and notifying pedestrians and cyclists is an immense undertaking for first responders. Even first responders with other evacuation assignments, such as traffic control, may be redeployed to search for trail users and to help those needing special assistance.

Choke Points

Choke points are geographical locations where the flow of evacuees is slowed, significantly restricted, or stopped. Evacuees may experience the compounding issues of these bottlenecks, such as vehicle accidents and extended travel times.

Limited Road Capacity

Tahoe Basin roadways are narrow, have limited lanes, are not designed to handle high volumes of traffic, and can become congested quickly. As stated in the Placer County Tahoe Basin Area Plan, Environmental Impact Statement (EIS), **"Emergency evacuation conditions would likely result in traffic demand that exceeds roadway capacities under any scenario and at any hour."**[8]

Tahoe Basin traffic demand that exceeds roadway capacity during a panicked wildfire evacuation can cause immediate, temporary, and longer-term auto collisions, as well as pedestrian injury. These incidents become choke points, further decreasing evacuation times and placing the public in potential peril.

A traffic calming strategy now common in the area, known as a Road Diet, is a roadway reconfiguration typically converting an undivided roadway to a divided one with through lanes and one center two-way left-turn lane, may improve traffic conditions under normal circumstances. However, during an emergency, when intersections and roadways are already overtaxed by routine daily traffic, a Road Diet can result in additional congestion.

Area Familiarity and Communication Barriers

As an international tourist destination, Lake Tahoe is visited by hundreds of thousands of guests from around the world. Some visitors not familiar with the local geography or evacuation routes may also experience evacuation orders in a language they do not understand, hampering their ability to receive clear directions to safe evacuation routes.

Variances in Public Alert Systems

Emergency service agencies within the Tahoe Basin use several different emergency notification systems to alert residents and visitors about emergencies such as wildfires, severe weather, and other critical situations in the Lake Tahoe Basin. Key systems include CivicReady, CodeRED, PlacerAlert, and El Dorado County Emergency Alert. South Lake Tahoe uses CivicReady by AlertSense, which notifies of not only emergency situations but also civic affairs. CodeRED, operated by OnSolve, delivers time-sensitive information via phone calls, text messages, and emails and is used by jurisdictions such as Douglas County, Carson City, South Lake Tahoe, and Washoe County. PlacerAlert by Nixle, operated by Everbridge, provides emergency alerts, advisory messages, community information, and traffic updates and is utilized by Placer County. In contrast, El Dorado County utilizes El Dorado County Emergency Alert operated by Rave. Rave's system automatically transfers residents from CodeRED to El Dorado County Emergency Alert.

While all the emergency alert systems serve similar purposes, they operate independently and require separate subscriptions. CodeRED allows for precise geographical targeting and is used by multiple jurisdictions within the Lake Tahoe Basin for emergency notifications. PlacerAlert offers notifications through text messages, emails, and social media, with a focus on reporting out from law enforcement agencies and municipal governments. Residents and visitors must subscribe to use these services; those who have not subscribed may be alerted to an evacuation order within an affected area via Wireless Emergency Alerts (WEA), but only if they have a capable mobile device.

Power Loss Prior to and During the Event

Power outages have been a significant challenge during emergencies, as demonstrated during the 2019 Kincade Fire, which burned 77,758 acres in Sonoma County, California, and displaced 200,000 evacuees. There was a disruption in communication channels due to the power loss, making it difficult for emergency services to relay evacuation orders and updates effectively. Residents who relied on internet and cable services found themselves without access to crucial information, exacerbating confusion and anxiety.[9]

Time to Contact and Gather Family Members

Family evacuation behaviors are influenced by factors such as prior experience, risk perception, and communication methods. Research shows that families with prior evacuation experience are more likely to quickly assess their environment, confirm warnings, and contact family members. This preparation can significantly reduce the time needed to gather and evacuate. Risk perception also plays a crucial role; individuals who recognize the severity of an impending disaster are more proactive in complying with evacuation orders and mobilizing their families. Timing also matters—evacuation orders issued during the day see higher compliance and quicker family mobilization times compared to those issued at night.[10]



Courtesy of TahoeCleanAir.org



Courtesy of TahoeCleanAir.org

Vulnerable Populations

In El Dorado and Placer Counties, approximately 22% of the population is 65 and older, while in Washoe County, around 16% of the population falls into this age group. Nearly 8% of those living in El Dorado and Placer Counties and 9% of the population of Washoe County are challenged with chronic health conditions or other disabilities. These individuals may struggle with mobility issues, need specialized medical care, and often depend on caregivers for transportation, complicating their ability to evacuate swiftly and safely.

Economically disadvantaged populations, including those living below the poverty line (approximately 9% in El Dorado County, 7% in Placer County, and 11% in Washoe County),[11] are at a heightened risk during disasters. Limited access to private transportation, timely information, and adequate housing can significantly impede their ability to prepare for and safely react to emergencies. The geographic isolation and limited infrastructure of the Lake Tahoe Basin compound these challenges, underscoring the urgent need for targeted support and resources to ensure equitable disaster preparedness.

First Responder Access

Ingress for emergency responders may be significantly hindered during an evacuation. Roads often become congested with evacuating vehicles, leading to gridlock. The confusion and panic that typically accompany no-notice evacuations can lead to vehicle accidents, slowing or otherwise impeding the progress of emergency vehicles. Infrastructure damaged in a wind-driven or fast- moving wildfire, such as downed powerlines and power poles, can make it difficult for emergency responders to get where they are needed.[12]

Effects of Smoke and Panic on Evacuee Behavior

Smoke and panic impact the efficiency and safety of wildfire evacuations, creating considerable challenges for both evacuees and emergency responders. Studies on the effects of alarm, flame, and smoke on subjects' emotions in buildings have found that the initial alarm or notification was the most significant cause of panic. The combined effects of smoke and panic not only slow down the evacuation process but also significantly increase the risks of injury and fatalities.[13]

The presence of smoke from wildfires drastically reduces visibility, making it difficult for people to identify safe paths and exit routes. Smoke inhalation can lead to acute respiratory issues, further slowing evacuees and complicating their escape. The disorientation caused by thick smoke can cause individuals to lose their sense of direction, which can result in them taking longer, more dangerous routes or becoming trapped.

Panic can impair individual and group decision-making, leading to poor judgment and potentially life-threatening decisions and behaviors. For example, fearing being alone or having misunderstood directions, people may choose more congested routes, leading to bottlenecks and increased risk for accidents, instead of following safer, less crowded routes. Such panic-induced behaviors disrupt coordination and communication, which are crucial for effective evacuations.

Contraflow

Contraflow is a traffic management strategy to increase the capacity of roads by reversing the traffic flow of one or more of the traffic lanes. Theoretically, contraflow allows more vehicles to leave the danger zone simultaneously. This method is particularly effective in planned evacuations. In these instances, sufficient time and personnel are available to brief mutual aid law enforcement officers on the plan and effectively control intersections. The implementation

of contraflow requires a large number of personnel and may not be able to achieve its intended outcome during no-notice evacuations when the availability of first responders is limited. Additionally, assisting agencies from outside the area may not be familiar with the contraflow plan, hampering coordination efforts. While contraflow presents a promising solution to enhance evacuation efficiency, its effectiveness largely depends on the preparedness and cooperation of the affected communities, responsiveness of the authorities involved, and adequate resources to manage multiple intersections.

Cell Tower Reliability

When mobile networks fail, first responders' and government agencies' ability to disseminate emergency alerts and updates is severely hindered, leading to delayed evacuations and increased risk to human life. The absence of mobile communication also complicates community coordination during emergencies, leaving families and neighbors unable to reunite or coordinate evacuation plans and reduces the ability of residents to contact emergency services for assistance or updates.

The disruption of mobile communication affects traffic management and resource allocation as well. Real-time updates on evacuation routes are essential for ensuring the safe and efficient movement of people. Additionally, coordinating fuel, food, and medical supplies becomes more challenging, impacting evacuee support. The psychological impact of communication loss is also significant; the inability to contact loved ones and receive timely information increases stress and anxiety among evacuees, exacerbating the trauma of the wildfire experience.

Social Media

Social media plays an important role in wildfire evacuations, providing both significant benefits and potential drawbacks. On the positive side, online platforms are powerful channels for the rapid dissemination of information, allowing authorities to issue evacuation orders, update road closures, help people visualize the situation with maps and graphical tips, and share shelter locations with a broad audience in real-time. Local communities and government agencies in the Lake Tahoe Basin frequently use these platforms to reach residents quickly and efficiently. On platforms and forums that are community-focused, neighbors can directly coordinate support and share hyperlocal information.


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The influence of social media on wildfire evacuations also carries risks. The spread of misinformation, false alarms, and rumors can mislead the public and divert emergency resources from actual threats. This can cause unnecessary panic and confusion, leading to ill-informed decisions or undue stress. The overwhelming volume of updates from multiple sources, even credible and verified information, can contribute to information fatigue, which may lead to inaction.



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ENVIRONMENTAL CHARACTERISTICS AND FIRE HISTORY OF THE TAHOE BASIN

Topography

The Tahoe Basin was formed by faulting between the Carson Range and the Sierra Nevada. Rough, snow-capped mountains, dense forests, and alpine meadows punctuate the region. The elevations in the Tahoe Basin range from 6,200 feet at the lakeshore to more than 10,000 feet at the crest of the basin's majestic mountain peaks. Snow runoff from the mountains filled the basin, creating the breathtaking Lake Tahoe. The unique topography of the basin—including steep slopes and deep drainage—creates complex weather patterns throughout the Lake Tahoe region.

Weather

Warm, dry summers and wet, cold winters are typical in Tahoe. The basin's rainfall amounts range from 30–40 inches annually on the eastern side of the lake to 70–90 inches annually on the western shore. Most precipitation falls in the winter as snow; an occasional monsoonal summer rain contributes a small percentage to the area's total annual precipitation.

Lightning is the cause of many of the region's wildfires, with most wildfires reported during the months of July through September. When droughts delay the anticipated fall and winter precipitation, fast-moving and damaging wildfires, driven by the dry offshore fall wind patterns, can quickly spread through the forests and into the nearby communities.

Three common weather patterns present the most severe potential for significant fire growth in the Tahoe Basin. In the first weather pattern, persistent subtropical high pressure builds over the western United States, resulting in long-lasting hot and dry weather in the basin. Occasionally, this high-pressure center will entrain moisture from the Gulf of California or the Gulf of Mexico, causing widespread lightning outbreaks. Under these circumstances, firefighting resources become overtaxed, and some fires escape initial suppression efforts. The second weather pattern is the breakdown of the upper ridge of high pressure, which brings strong southwesterly winds following a sustained period of hot and dry weather that left the forest fuels tinder dry. The numerous canyons on the west side of the basin funnel and accelerate these southwesterly winds, exponentially increasing the explosive behavior of wildfires on the

basin's west side. The third pattern, typically experienced in the fall or winter, is rare but worth mentioning; it occurs when a trough of high-pressure builds in the Great Basin and a concurrent trough off the Pacific coast generates easterly or northerly foehn (dry downslope) winds—a particularly dangerous weather pattern if experienced during a sustained fall drought.

Found only across the Sierra Front in western Nevada including the Tahoe Basin, the Washoe Zephyr winds are common during the summer months. These thermally induced winds occur during the afternoons and result from a regional-scale thermal gradient between the Nevada desert and the Sierra Nevada range. These winds can be gusty and strong and quickly spread any wildfire in the area.

Fuels

Timber dominates the basin, with lodgepole pine and mixed conifer on the wetter sites and ponderosa and Jeffrey pine on the drier eastern edges. The timber has been disturbed by harvesting and insect attacks. Large-diameter dead and down fuels are widespread in the basin. There is also a multilayered canopy with shade-tolerant white fir and other species filling open spaces. Timber canopy coverage is near 100% in many areas, and canopy base height is nearly ground level in many areas. Some shrubs, such as bitterbrush, manzanita, and ceanothus, growing two to six feet in height, are common. In some places where the brush is in the understory of timber, the dead conifer needles are suspended in the shrub canopy (needle drape), providing ladder fuels to the brush and timber crowns, which accelerate fire spread.



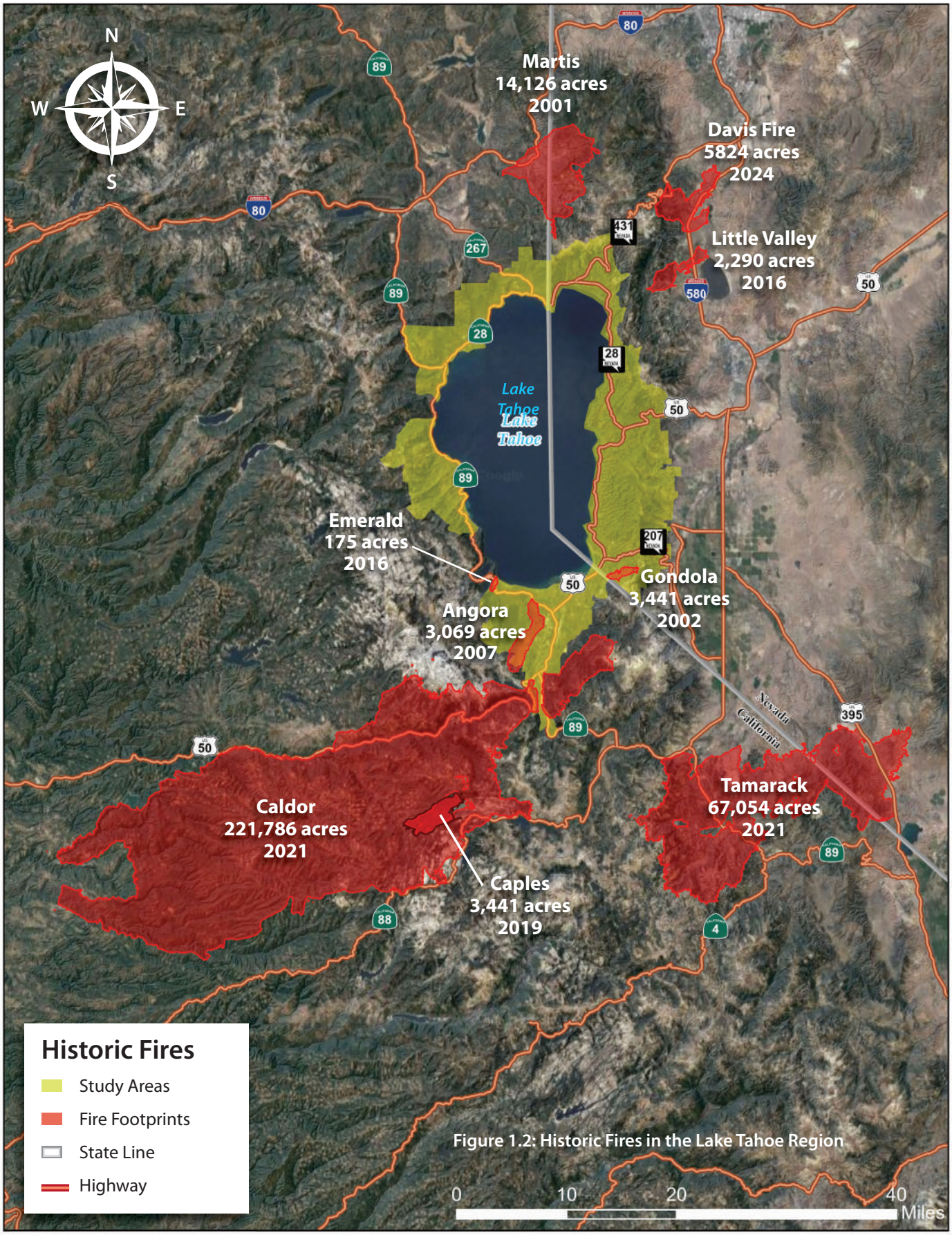

Figure 1.2: Historic Fires in the Lake Tahoe Region

TAHOE REGION FIRE HISTORY

The Tahoe Basin faces the danger of wildfires originating not only within the basin but also in neighboring forests and communities. Since 2021, two wildfires have burned over the Sierra Nevada crest. The Caldor and Dixie Fires were seminal events that signaled a change in the wildfire growth potential existing in the Sierra Nevada and graphically exposed the increasing wildfire threat to the Tahoe Basin.

The Tahoe Basin's unique environmental factors, coupled with human activity, create significant challenges related to wildfire firefighting and evacuations, as is obvious when studying a number of fires that have threatened or penetrated the Tahoe Basin.

Caldor Fire, 2021

The 2021 Caldor Fire is freshest in the minds of many, a mega-fire in what was already a historic fire season. The Caldor Fire burned 221,786 acres over 68 days. More than 50,000 residents were evacuated, and nearly 1,100 structures were destroyed or severely damaged, including homes and economic drivers such as a Tahoe resort. Strong and fluctuating wind, as well as hot and dry weather conditions, exacerbated the situation.

The Caldor Fire began at 6:54 p.m. on August 14, 2021, and was considered fully contained at 8:18 a.m. on October 21. It started east of Omo Ranch, south of the community of Grizzly Flats, and traveled across El Dorado, Alpine, and Amador Counties. Winds remained gusty and erratic during the more than two months firefighters battled the blaze.

The Caldor became a crown fire that quickly traveled across the tree canopy. Sometimes it grew at a rate of 10,000 to 40,000 acres per day. For example, it severely damaged the town of Grizzly Flats when it exploded in intensity, burning more than 53,000 acres in a day. Subsequent evacuation orders for populated tourist towns resulted in evacuation routes being congested with stop-and-go traffic for hours.

Tamarack Fire, 2021

Reported just before noon on July 4, 2021, the Tamarack Fire burned 67,054 acres along the California-Nevada border before it was fully contained at 10:16 p.m. on October 25. It began in the Humbolt-Toiyabe National Forest with a single tree struck by lightning. The fire was initially thought to be isolated from fuel, but strong



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winds, high temperatures, and low humidity allowed it to spread to a dense fuel source that sustained the fire's forward spread. The town of Markleeville, at the base of the forest's steep canyons, suffered only minor damage, thanks in large part to its fuel-reduction project.

Caples Escape Burn, 2019

The Caples Escape Burn began as part of the Caples Creek Watershed Restoration Project in late September 2019. It became a wildfire on October 10 at approximately 10 a.m. when shifting winds increased to 10–30 miles per hour (mph), sending embers outside the prescribed area and igniting a 250-acre spot fire across the creek. The wildfire burned 2,355 acres of Eldorado National Forest, 15 miles southwest of Lake Tahoe and three miles west of Kirkwood. The fire stopped growing on October 18.

Little Valley Escaped Burn, 2016

In October 2016, the Nevada Division of Forestry set a prescribed burn. Nearly two weeks into the planned burn, the winds changed quickly and dramatically, transforming the controlled burn into a fast-moving and destructive fire just south of Reno. In the early evening of October 13, 2016, the weather station at Little Valley recorded winds out of the west at 15 mph with gusts up to 39 mph; seven hours later, just after midnight on the 14th, the wind was at 19 mph, with gusts up to 87 mph. The relative humidity was 32%. Five days later, the fire was contained; it had destroyed 23 homes and burned 2,290 acres.

Angora Fire, 2007

The Angora Fire started at 2:10 p.m. on June 24, 2007, and was contained by July 2. But it spread with such rapidity that by that first night, more than 100 people were in evacuation shelters. Overall, more than 3,000 were evacuated.

The Angora Fire burned nearly 3,100 acres of the North Upper Truckee and Angora Ridge neighborhoods of El Dorado County, in the process destroying 254 residences and racking up an estimated $141 million in property damage. Wind gusts up to 30 mph and low humidity

contributed to the fast-moving spread; the first house was lost within the first hour, and the blaze continued to be a dynamic "firestorm," ever-changing and forceful, an incident commander on the fire said.[14]

Gondola Fire, 2002

For four days over the 2002 Fourth of July holiday, the Gondola Fire threatened the Lake Tahoe South Shore communities, which were busy with residents and vacationers alike. By the end, the fire had consumed 3,441 acres, hundreds of people had been evacuated, and 550 structures had been threatened. Suppression costs rose to more than $3 million.

The Gondola Fire began in rocky terrain at about 12:30 p.m. on July 2. Strong winds of 30 mph simultaneously pushed the fire in two directions. Although the terrain was steep, and some people had to be evacuated from unusual places, such as the Heavenly Mountain Resort gondola, the location also offered firefighters some advantages, both natural and manmade. More than 300,000 gallons of water came directly from Lake Tahoe, and the resort's ski runs served as fire breaks. The Gondola Fire was considered contained on July 6.

Martis Fire, 2001

The Martis Fire that started on June 17, 2001, destroyed very little property but devastated the mountainous forest between Reno and Truckee. It had burned about 12,000 acres within its first six or seven hours, and at one point, it was moving at 2,000 acres per hour. One California Department of Forestry crew member said he saw an ember grow into a two-acre blaze in about a minute.[15] The fire ultimately burned 14,126 acres.

Known also as the Juniper Fire because it started with a campfire in the Juniper Hills area, it fed on the fuel-dense forest—as it so easily could, because the preceding winter had been the driest in 129 years. Winds were light, but the extreme dryness was all the fire needed. It stopped only when it reached the upper parts of Bronco and Grey Canyons, at more than 8,000 feet, where the higher moisture content made fire control possible.

MODELING ASSUMPTIONS
Placer /Tahoe Study Area

Example, evacuation routes for the Placer/ Tahoe communities are limited to four routes: Highway 89 north toward Truckee, Highway 89 South toward South Lake Tahoe, State Route 28 to State Route 267 over Brockway Pass, and State Route 28 into Incline Village to Mt. Rose Summit.

The average estimated time required to evacuate to complete a no-notice evacuation of the Placer/Tahoe Study Area during peak summer months is between 9 and 10 hours or more. To illustrate, simulation scenarios 1 through 5 of the Ladris AI modeling outcomes are provided in Tables 1.1 through 1.5.

All scenarios simulate an evacuation of 80% of the study area's population during Lake Tahoe's peak tourist summer months, between 1 p.m. and 5 p.m. Residents and visitors are assumed to evacuate by vehicle, with departures occurring within minutes of notice; all evacuees start their route to safety within 60 minutes of notification.

Residential Housing and Lodging Units

Placer County GIS identifies 11,285 unique address points in the greater Placer/Tahoe Study Area. Many of these address points are multi-residential properties (i.e., hotels, motels, campgrounds, and condominiums) that must be considered when calculating the number of vehicles used in an evacuation scenario. A large number of seasonal properties are available throughout the Tahoe Lake area. Demand for seasonal housing fluctuates considerably throughout the year, with the peak months of July and August having a 75% to 80% occupancy rate. Therefore, for the Placer/Tahoe analysis, it is conservatively estimated that approximately 13,000 vehicles will be used to evacuate all lodging accommodations and residential properties in the Placer/Tahoe Study Area.

Parked Vehicles

In 2015, LSC Transportation Consultants estimated that 4,349 legal parking spaces were available within Tahoe City and Kings Beach. These study results were consistent with the Placer County Resort Triangle Transportation Plan parking study conducted in 2019. Both studies noted that illegal parking is an issue, with the 64-Acres

Park area experiencing up to 148% of parking spaces being used when "impacted by recreational parking demand associated with rafting on the Truckee River as well as persons driving to the area to bicycle or walk along the shared paths or visit the beach."[16] Using these studies as a guide, parked vehicles are included as a variable in the estimated time required to evacuate the Placer/Tahoe Study Area.

Placer/Tahoe Study Area Simulation Modeling

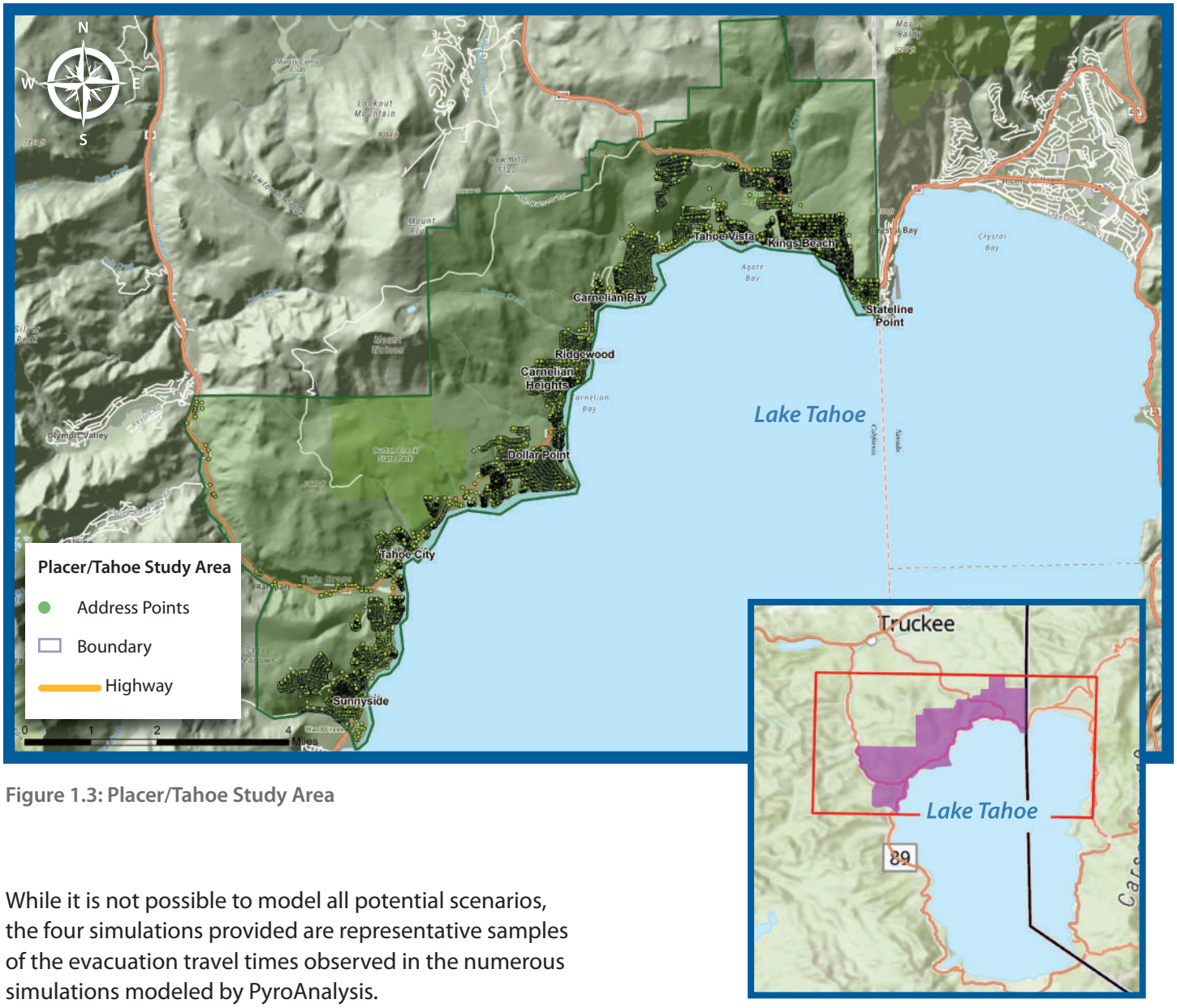


Figure 1.3: Placer/Tahoe Study Area

While it is not possible to model all potential scenarios, the four simulations provided are representative samples of the evacuation travel times observed in the numerous simulations modeled by PyroAnalysis.

Simulation 1

Table 1.1: Placer/Tahoe Simulation 1 — Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the west, requiring the closure of Highway 89 north of the Highway 28 junction in Tahoe City. Evacuation routes leading south and east from Tahoe City and north and east of Kings Beach are open and unimpeded. It is estimated that 9 hours and 2 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
17,577	All Roads South, and East of Tahoe City and North and East of Kings Beach	Hwy 89 NB	9 Hours, 2 Minutes

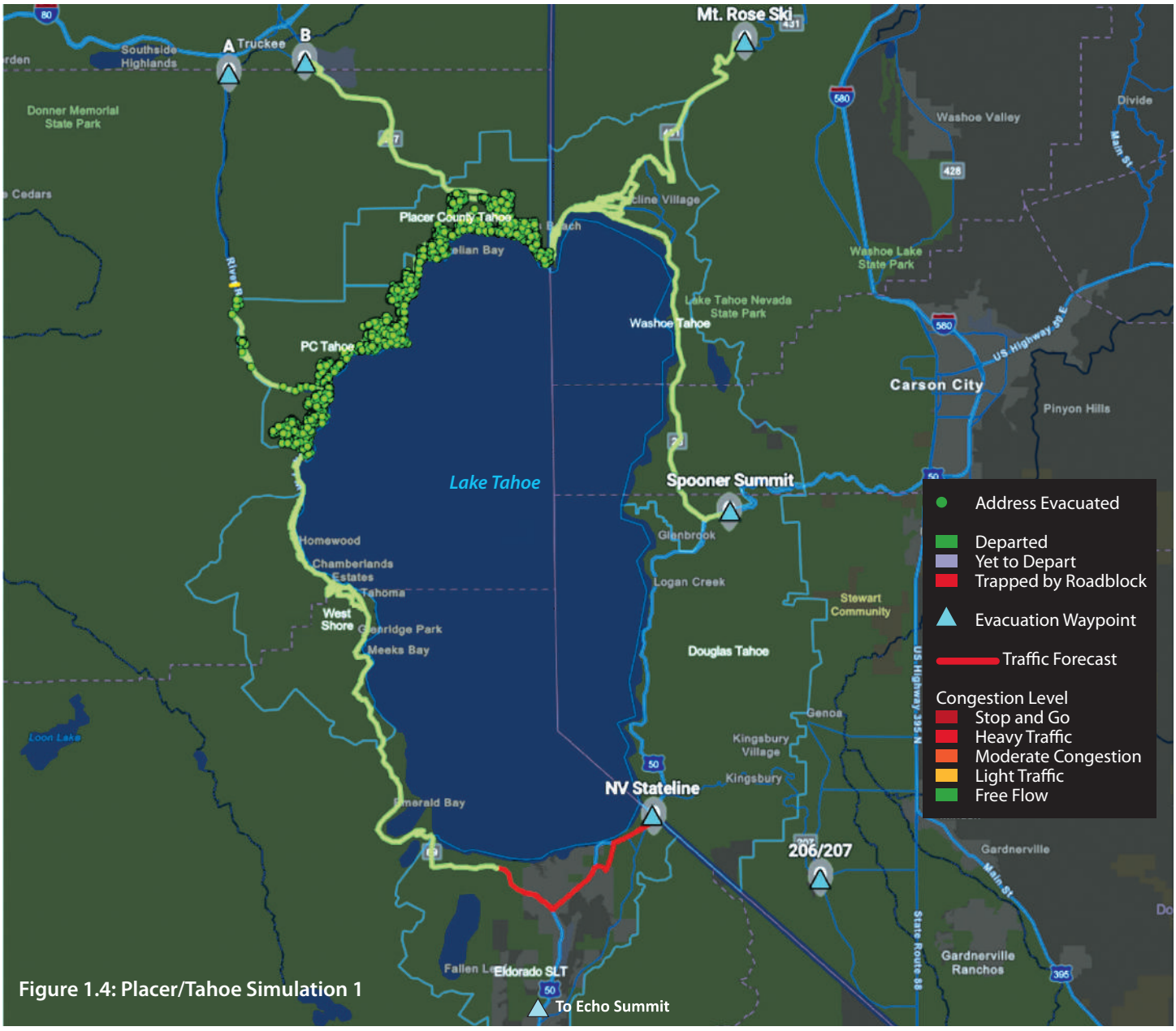


Figure 1.4: Placer/Tahoe Simulation 1

Simulation 2

Table 1.2: Placer/Tahoe Simulation 2

Map simulates end of interactive run time

This scenario represents a fast-moving wildfire approaching the study area from the west and requiring the total closure of Highway 89 north and south of Tahoe City. Evacuation routes leading east from Tahoe City and north and east of Kings Beach are open and unimpeded. It is estimated that 9 hours and 37 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
17,577	Roads East of Tahoe City and North and East of Kings Beach	Hwy 89 NB/SB	9 Hours, 37 Minutes

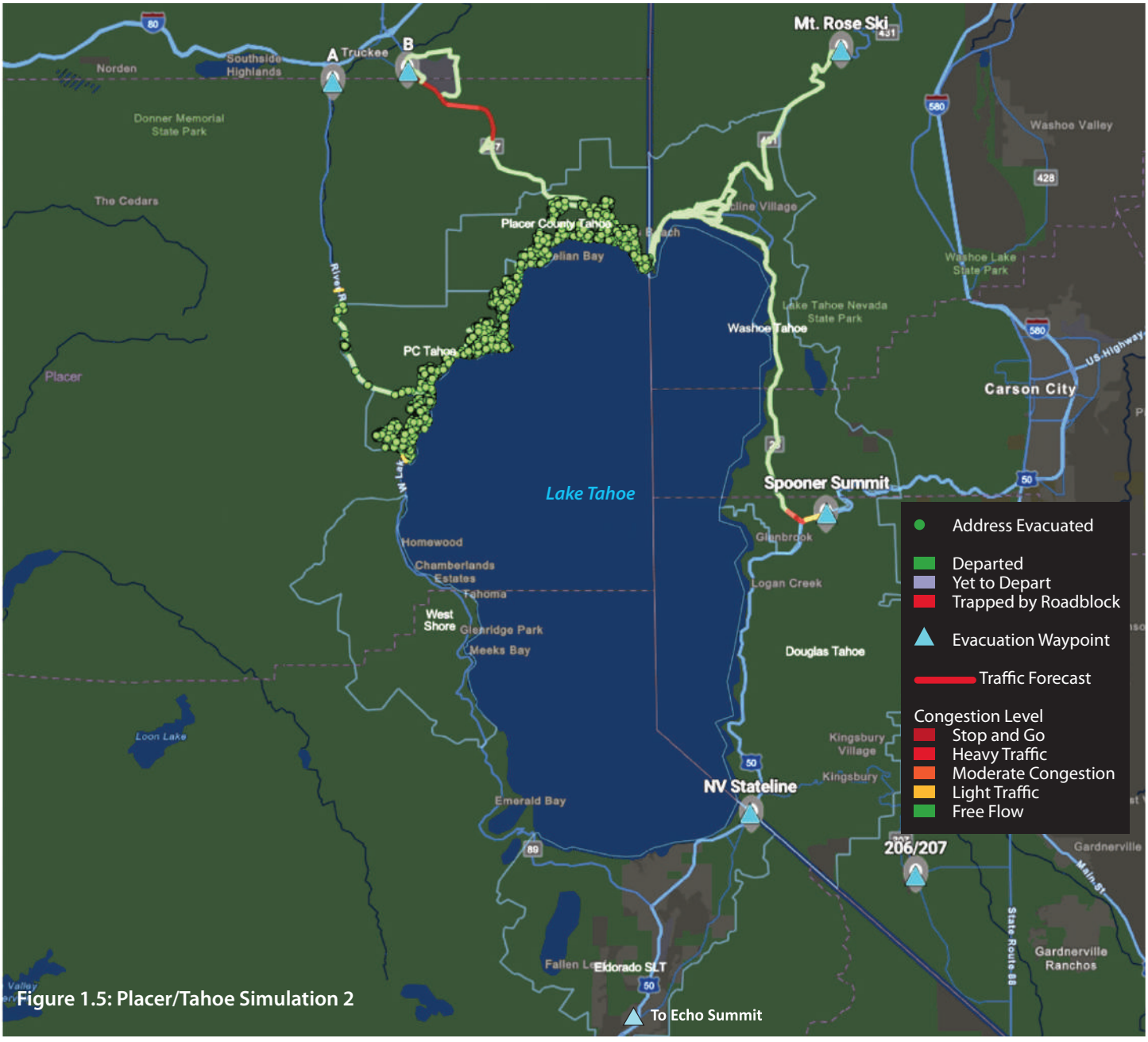


Figure 1.5: Placer/Tahoe Simulation 2

Simulation 3

Table 1.3: Placer/Tahoe Simulation 3

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the north, requiring the closure of Highway 89 north of Tahoe City and Highway 267 north of Kings Beach. Evacuation routes leading east and south from Tahoe City and west and east of Kings Beach are open and unimpeded. It is estimated that 13 hours and 19 minutes are required to complete the evacuation of the study area, with two evacuation routes closed. The evacuation of 18,080 vehicles was used to capture the population influx of July 4, 2024.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
18,080	Roads East and South from Tahoe City and West and East of Kings Beach	Hwy 89 NB Hwy 267 NB	13 Hours, 19 Minutes

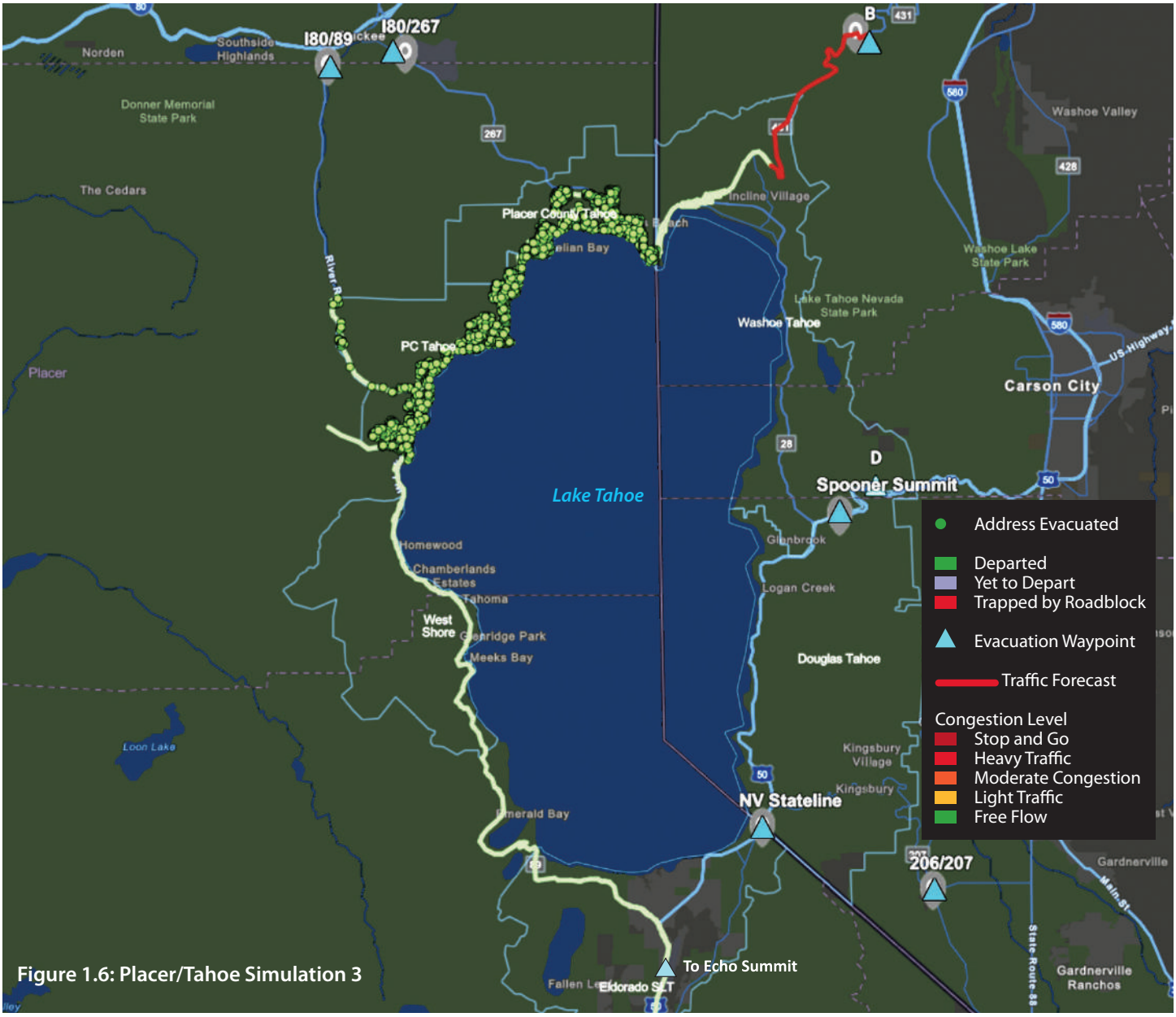


Figure 1.6: Placer/Tahoe Simulation 3

Simulation 4

Table 1.4: Placer/Tahoe Simulation 4

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the east near the California-Nevada border, requiring the closure of Nevada State Route 28 toward Incline Village at the state line. Evacuation routes leading west and north from Kings Beach are open and unimpeded, as are routes north and south from Tahoe City. It is estimated that 9 hours and 44 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
17,577	All Roads West of the State Line and North and West of Kings Beach and North and South of Tahoe City	SR 28 EB	9 Hours, 44 Minutes

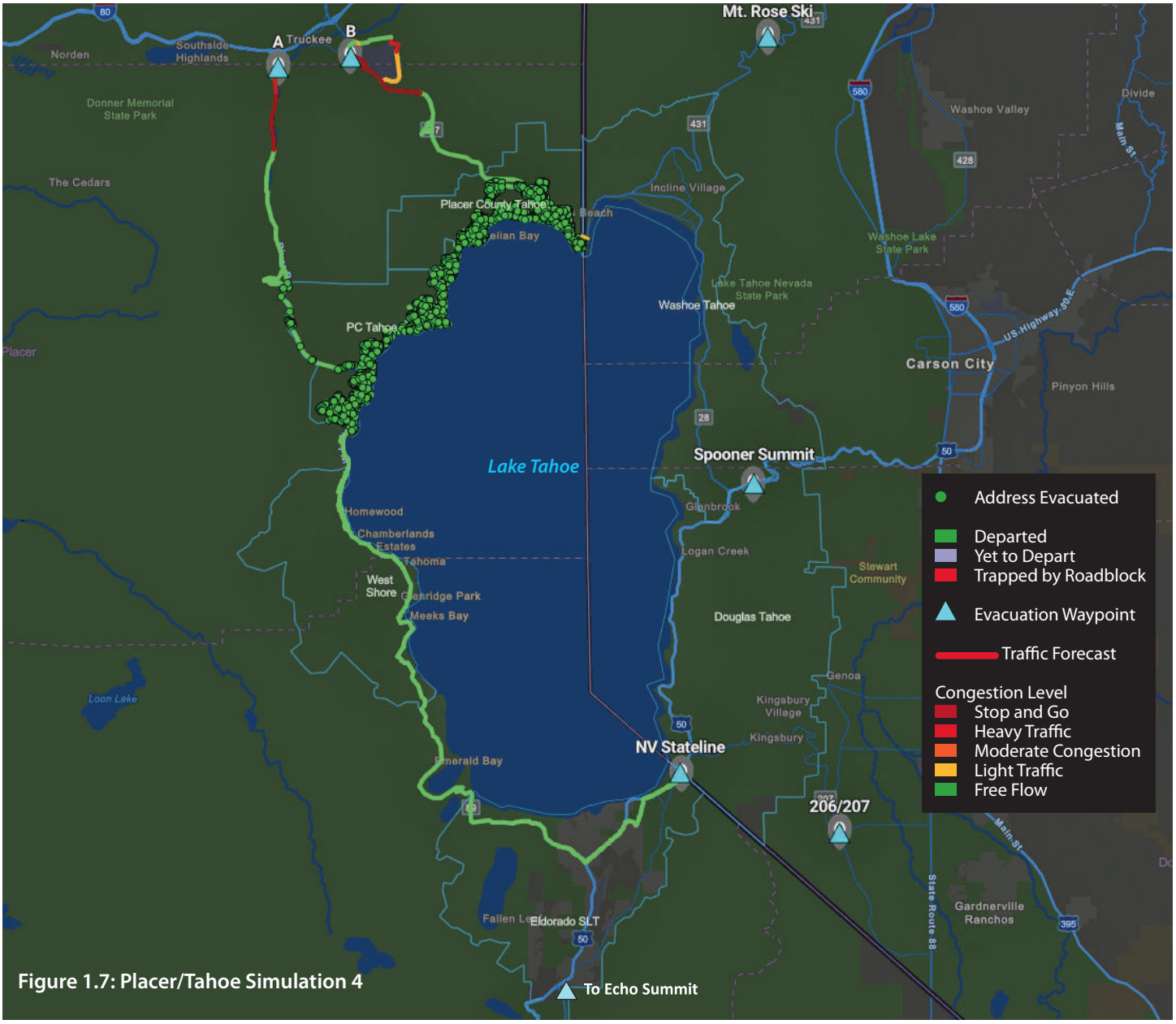


Figure 1.7: Placer/Tahoe Simulation 4

Simulation 5

Table 1.5: Placer/Tahoe Simulation 5

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the east near the California-Nevada border, requiring the closure of Nevada State Route 28 toward Incline Village at the state line and at Highway 267 north of Kings Beach. Evacuation routes leading west to Tahoe City and north and south from Tahoe City are open and free of impediments. It is estimated that 13 hours and 16 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
17,577	All Roads to the West and South	SR 28 EB, Hwy 267 NB	13 Hours, 16 Minutes

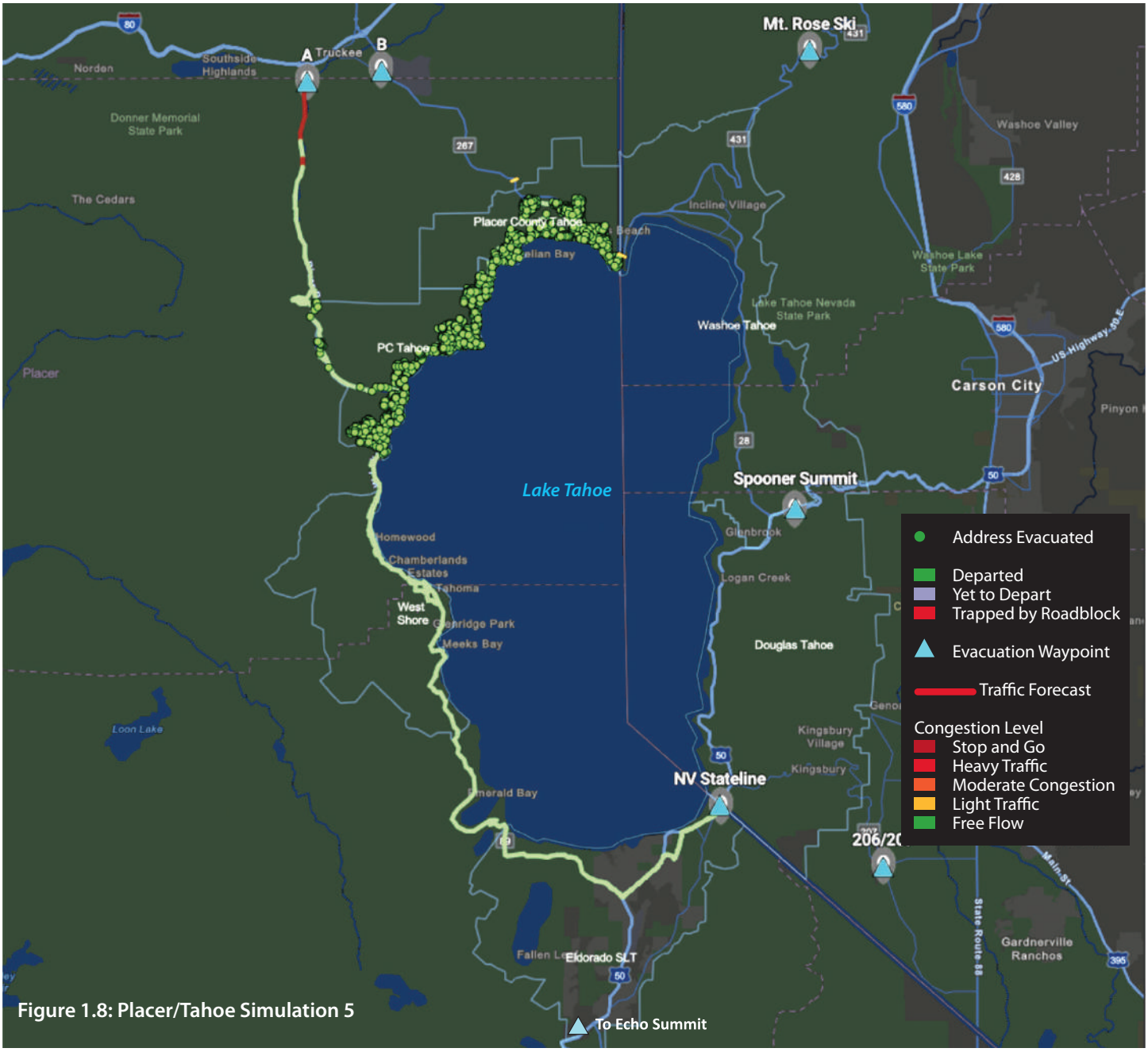


Figure 1.8: Placer/Tahoe Simulation 5



WASHOE/TAHOE STUDY AREA ADDENDUM

SUMMARY

The Washoe/Tahoe Study Area includes the geographical area of Washoe County, Nevada, within the US Forest Service Lake Tahoe Basin Management Unit (LTBMU) boundaries. Communities within the study area include Crystal Bay and Incline Village.

Crystal Bay, with an estimated population of 337, was developed as a residential community from the 1920s through the 1930s. In the 1950s, several resort casinos were built in the area, transforming it into a tourist destination. Incline Village was developed in the early 1960s and has a population of 9,462, with approximately 769 vacation rentals adding to the community's seasonal population.[17]

Incline Village attracts hundreds of thousands of visitors annually and offers a wide range of recreational activities. These activities include the internationally renowned East Shore Trail, Sand Harbor State Park, various hiking and biking trails, concerts, community celebrations, as well as major sporting events for running, biking, softball, soccer, and world-class golfing.

Washoe/Tahoe Study Area Simulation Modeling

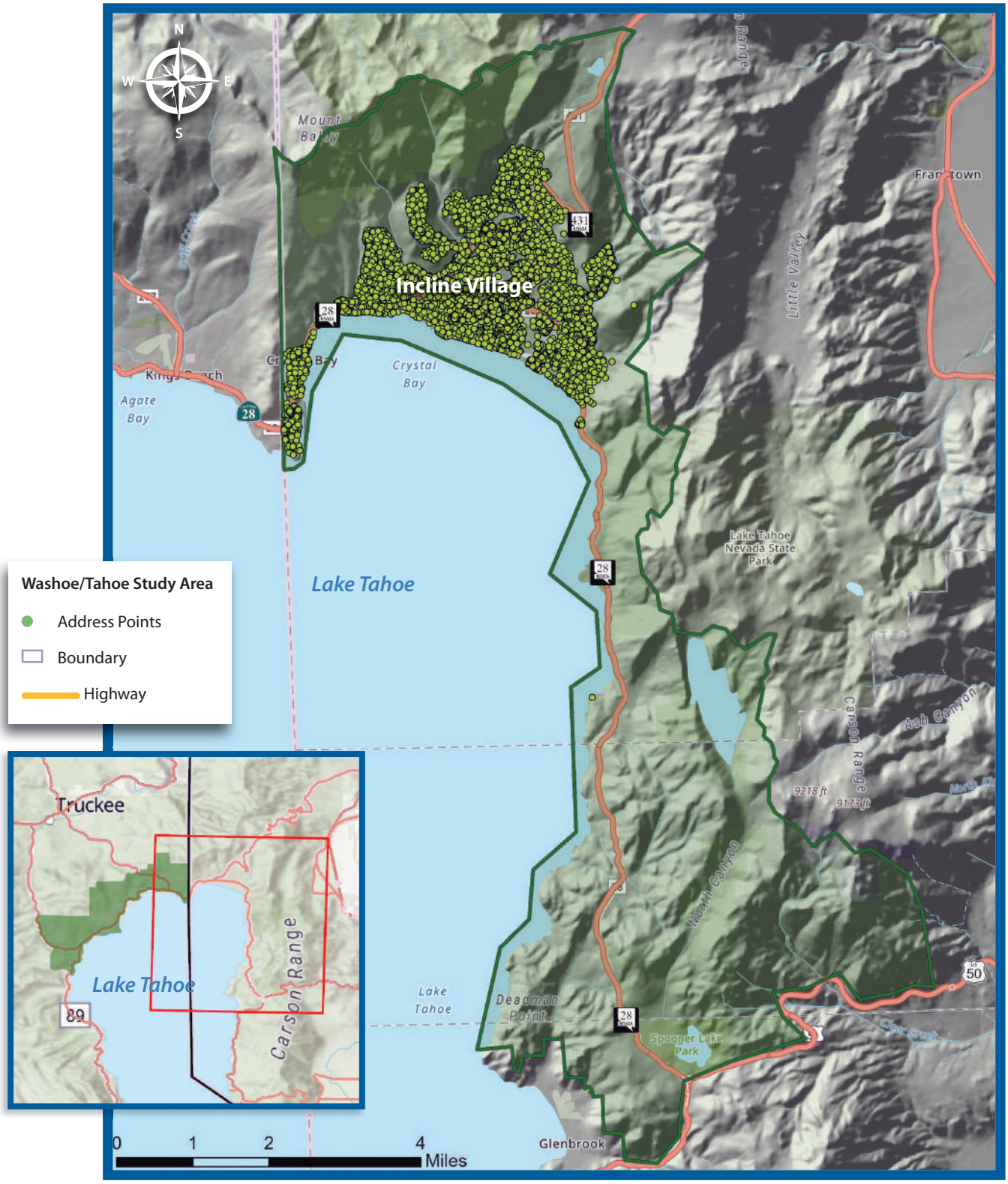


Figure 2.1: Washoe/Tahoe Study Area

CONSIDERATIONS AND IMPEDIMENTS TO TIMELY EVACUATION

Evacuation Travel Routes

There are three primary travel routes serving these Washoe /Tahoe communities:

- Nevada State Route 28 from Incline Village, heading south toward Highway 50
- Nevada State Route 28 from Incline Village, heading west toward the Nevada-California state line
- Nevada State Route 431 from Incline Village, heading northeast toward Mt. Rose Summit

Nevada State Route 28 is generally a tight two-lane highway with few turnouts and narrow shoulders, while Nevada State Route 431 is broader and has many turnouts and wide shoulders.

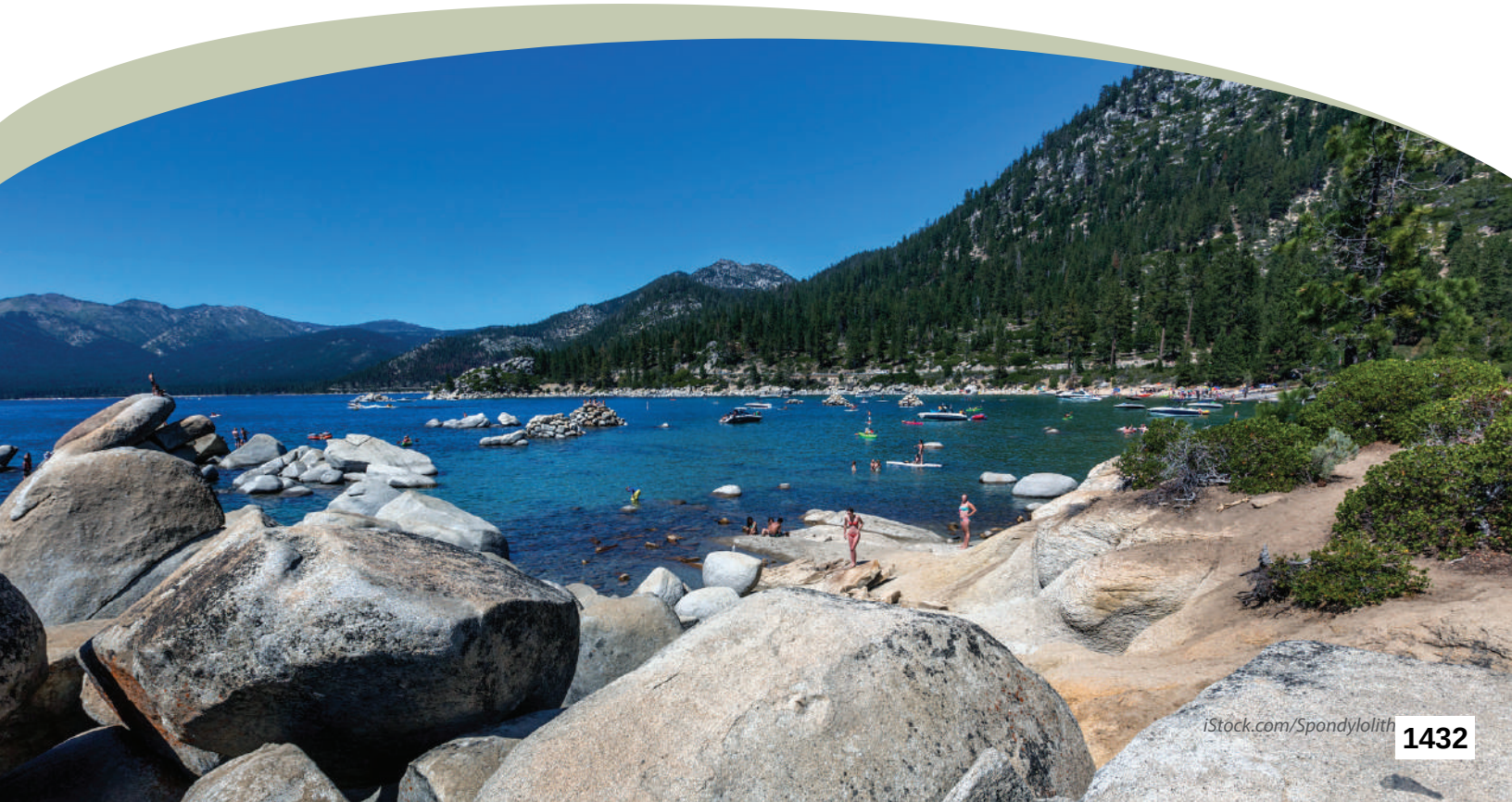
It is not possible to model all potential scenarios; however, it can be assumed that the visitor population and limited roadway capacity, as discussed next, will likely increase the time required to evacuate the study area.

East Shore Trail and Sand Harbor State Park Visitors

The paved East Shore Trail opened in June 2019 and is three miles long. It stretches from a paid parking area at Tunnel Creek in Incline Village to Sand Harbor State Park. According to data from the Tahoe Regional Planning Authority (TRPA), the trail sees 1,000 to 3,000 visitor trips daily from May through August, while Sand Harbor State Park is visited by hundreds of thousands of visitors during the summer months, as illustrated in Table 2.1.

Sand Harbor State Park Data	Total Monthly Visitors	Daily Average
June 2023	248,288	8,276
July 2023	278,819	8,994
August 2023	232,846	7,511

Table 2.1: Sand Harbor State Park Visitors



iStock.com/Spondylolith



Incline Village / Crystal Bay Daily Traffic Conditions

Heading north from Hwy 50, narrow Nevada State Route 28, travels through steep upslope and downslope grades toward Incline Village. It intersects with State Route 431 before continuing to the Nevada-California state line or toward Mt. Rose Summit. This route is used by public and private service vehicles, light and heavy construction equipment, delivery trucks, and logging trucks, in addition to vehicles for personal use.

In Incline Village, State Route 28 has a pedestrian caution light at the eastern corner of Northwood and Southwood Boulevards, near the skate park. There is also a stoplight at its western intersection with Northwood and Southwood and one at the intersection with Village Boulevard; there is a traffic circle at the intersection of State Route 28 and State Route 431. Most vehicle crashes in Incline Village are reported at the western intersection of Northwood and Southwood Boulevards at State Route 28.

During peak tourist season, the roads in Incline Village, Crystal Bay, and the surrounding area experience heavy traffic, causing significant congestion and long traffic queues. The combination of resident and nonresident vehicle traffic and the hundreds of parked vehicles that line both sides of State Route 28 from Sand Harbor to the Washoe-Douglas County line is likely to increase emergency evacuation travel times.

Public Parking on State Route 28

On a July afternoon, nearly 1,000 vehicles were observed parked along the steep incline of State Route 28 between Incline Village and Highway 50. Families and day trekkers, including young children and pets, use the roadside parking to access the lake. Notifying and evacuating this large number of visitors will pose a significant challenge, especially when they're lakeside and away from their vehicles.

The highway south of Sand Harbor to the Washoe-Douglas County line is often densely packed with parked vehicles, which, along with pedestrian traffic, reduces the road capacity. Due to inadequate parking for emergency vehicles and fire engines, first responders may need to block one highway lane for that purpose when responding to an incident, leading to a bottleneck of evacuating civilians.

Expected Fire Spread Under Wind and Slope Conditions

Incline Village and Crystal Bay, like most communities in the Tahoe Basin, were developed adjacent to the steep mountain slopes encircling Lake Tahoe. The steep, rugged terrain, abundant forest fuel, and fluctuating daily (diurnal) winds increase the risk of a major wildfire impacting Lake Tahoe's east and north shore communities. If a wildfire resists fire suppression efforts and is spread by the wind, steep slopes, and firebrands, the fast-moving fire is likely to block egress routes and complicate timely evacuation.



WASHOE/TAHOE STUDY AREA SIMULATIONS

While it is not possible to model all potential scenarios, the four simulations provided are samples of the evacuation travel times observed in the numerous simulations modeled by PyroAnalysis.

Simulation 1

Table 2.2: Washoe/Tahoe Simulation 1 — Map simulates end of interactive run time

This simulation represents a fast-moving wildfire requiring the evacuation of the study area. All evacuation routes are open and unimpeded. It is estimated that 7 hours and 20 minutes are required to complete the evacuation of the study area with no evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
13,151	All Open	None	7 Hours, 20 Minutes

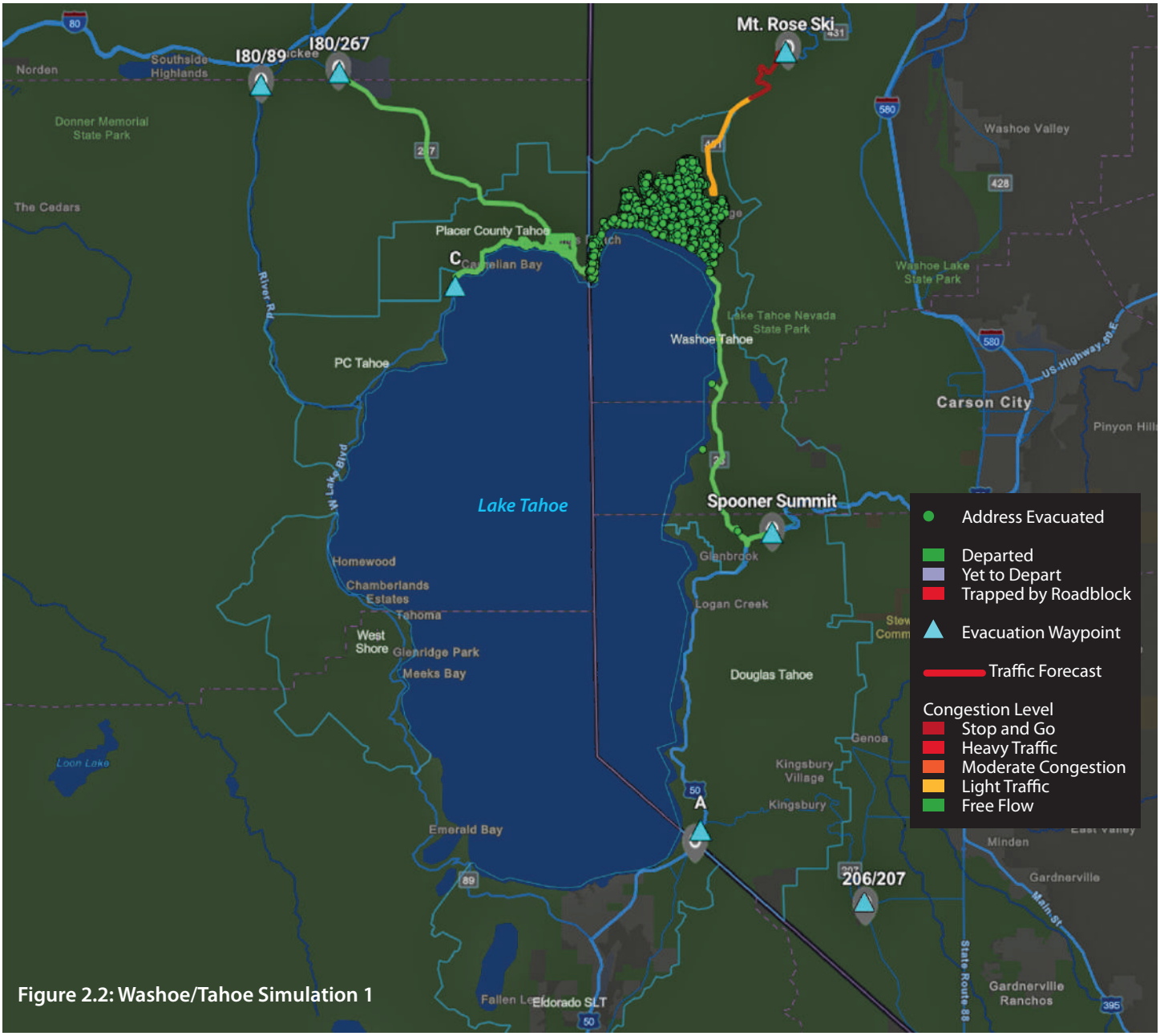


Figure 2.2: Washoe/Tahoe Simulation 1

Simulation 2

Table 2.3: Washoe/Tahoe Simulation 2 — Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the west, near the California-Nevada border, requiring the closure of Nevada State Route 28 towards King's Beach. Evacuation routes leading east, northeast, and south of Incline Village are open and unimpeded. It is estimated that 9 hours and 8 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
13,151	All Roads East of the Stateline	SR 28 WB at State Line	9 Hours, 8 Minutes

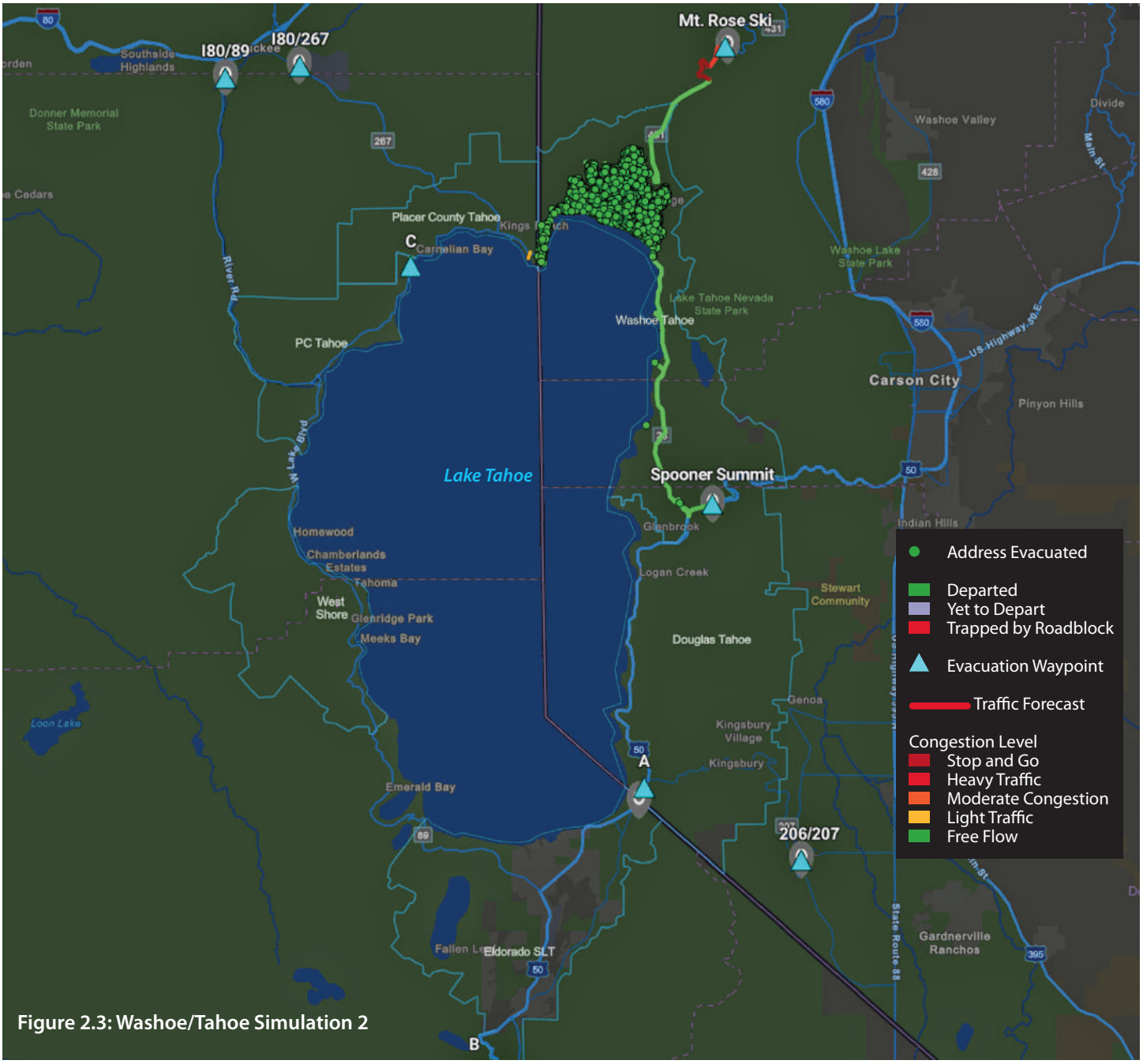


Figure 2.3: Washoe/Tahoe Simulation 2

Simulation 3

Table 2.4: Washoe/Tahoe Simulation 3

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the northeast, requiring the closure of Nevada State Route 431 towards Mt. Rose. Evacuation routes leading west, and south from Incline Village are open and unimpeded. It is estimated that 8 hours and 56 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
13,151	All Roads South and West from Incline Village	SR 431 at Fairview	8 Hours, 56 Minutes

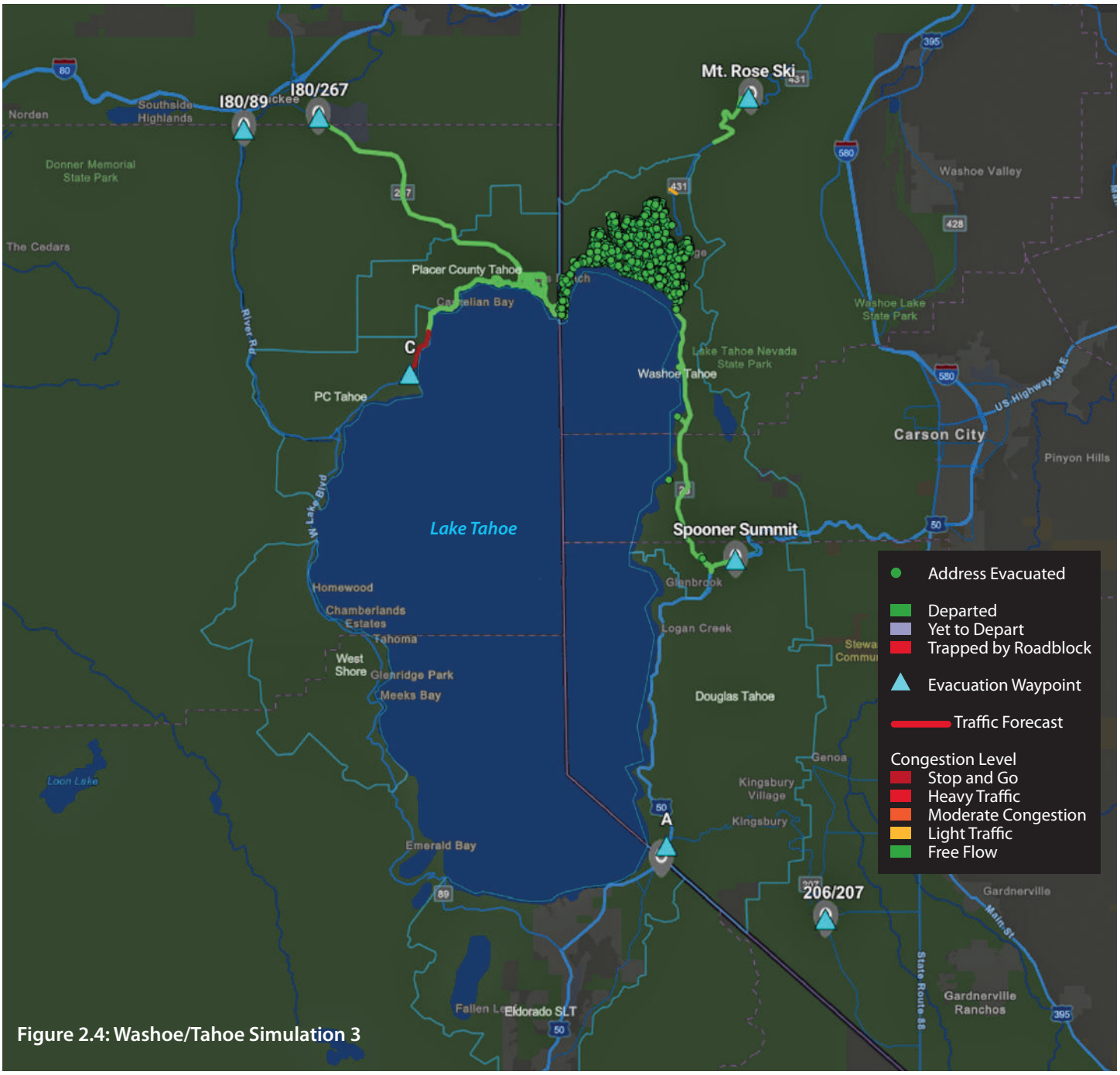


Figure 2.4: Washoe/Tahoe Simulation 3

Simulation 4

Table 2.5: Washoe/Tahoe Simulation 4 — **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the south, requiring the closure of Nevada State Route 28 near Sand Harbor. Evacuation routes leading north and west from Incline Village are open and unimpeded. It is estimated that 8 hours and 59 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
13,151	All Roads North and West	SR 28 at Sand Harbor	8 Hours, 59 Minutes

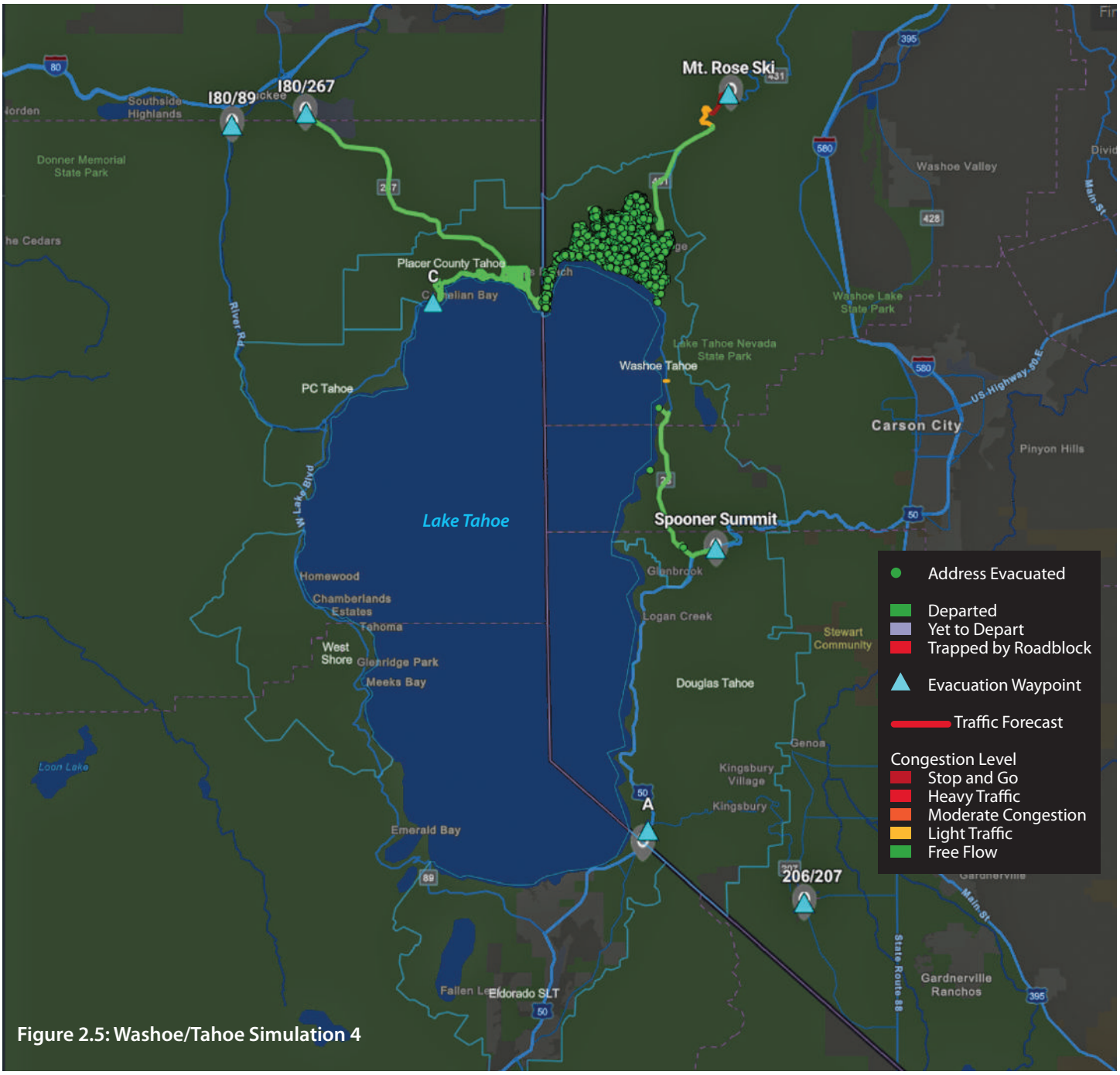


Figure 2.5: Washoe/Tahoe Simulation 4



DOUGLAS/TAHOE STUDY AREA ADDENDUM

SUMMARY

The Douglas/Tahoe Study Area includes Douglas County, Nevada, within the US Forest Service Lake Tahoe Basin Management Unit (LTBMU) boundaries. Some 5,406 persons reside within the study area communities of Stateline, Kingsbury Meadows, Roundhill, Zephyr Cove, Skyland, Lakeridge, Logan Creek, and Glenbrook.

With nearly 3,000 lodging rooms and over 900 short-term rentals in the study area, hundreds of thousands of visitors vacation there, enjoying plentiful recreation, gaming at the casino resorts, and attending various concerts, shows, and sporting events at the 5,000-seat Tahoe Blue Events Center.

Douglas/Tahoe Study Area Simulation Modeling

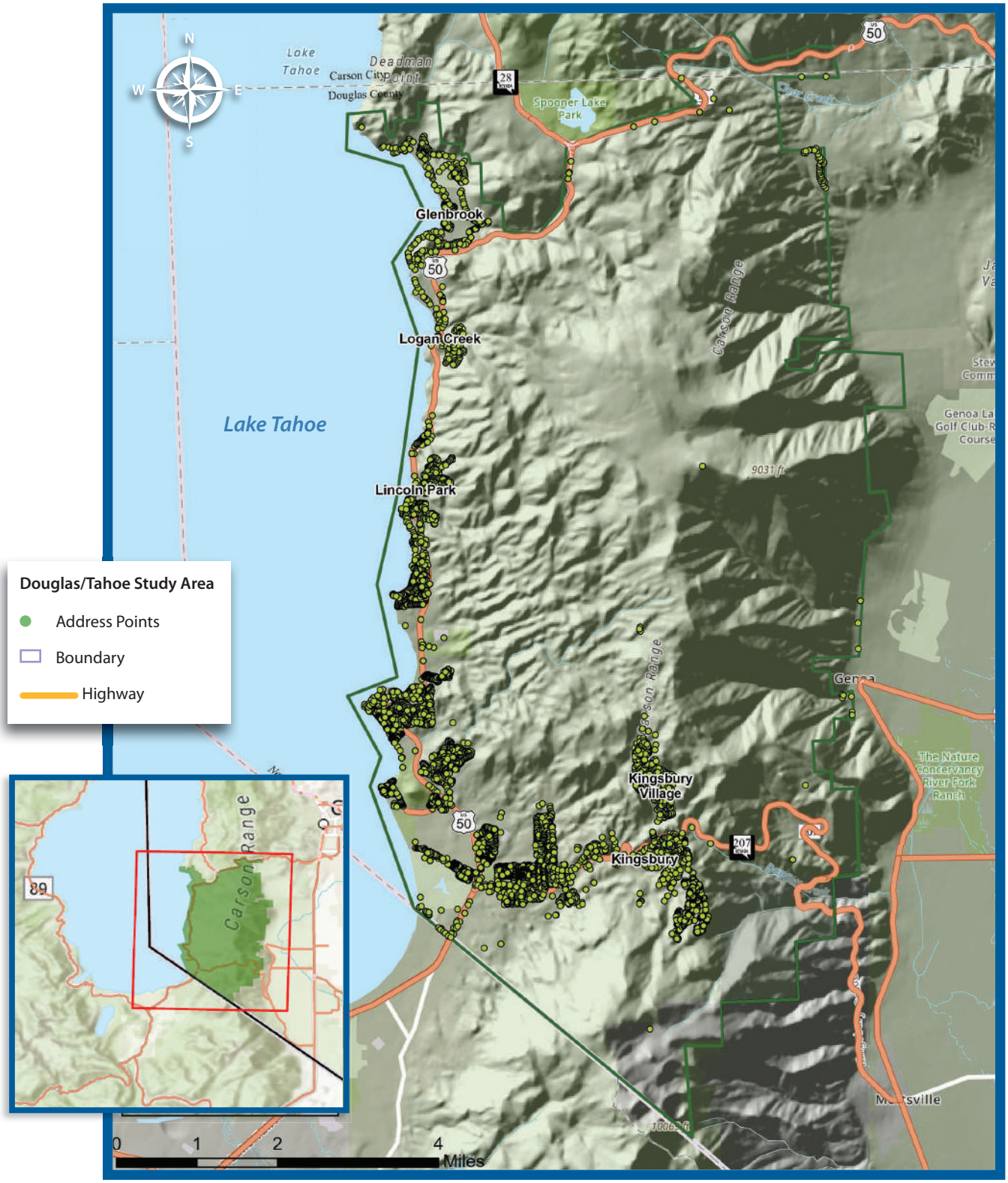


Figure 3.1: Douglas/Tahoe Study Area

CONSIDERATIONS AND IMPEDIMENTS TO TIMELY EVACUATION

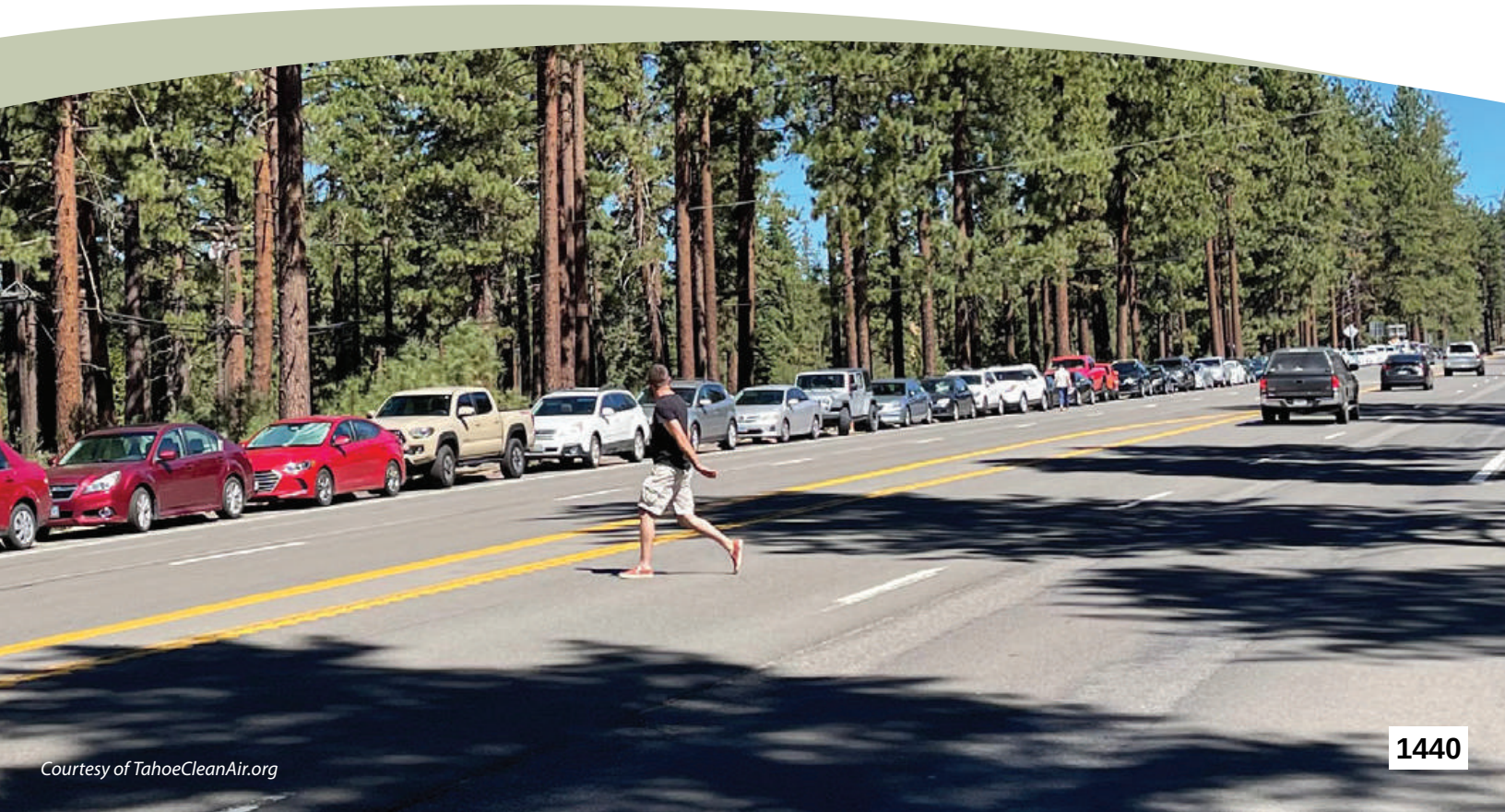
It is not possible to model all potential scenarios; however, it can be assumed that the visitor population and limited roadway capacity will likely increase the time required to evacuate the study area.

Evacuation Travel Routes

There are three primary travel routes serving these Washoe /Tahoe communities:

- Highway 50 West heading toward South Lake Tahoe, California
- Highway 50 East heading toward the intersection of Nevada State Route 28 near Spooner Summit
- Nevada Highway 207 East over Kingsbury Grade toward Minden, Nevada

Nevada Department of Transportation traffic counts for 2021 through 2023 show that an average of 19,900 vehicles pass along the heavily congested section of Highway 50 just north of Kahle Drive each day.[18] This is concerning when the residential neighborhoods must evacuate along narrow roads that lead them to Highway 50, which the Douglas County Board of Commissioners has designated as an evacuation route, and over the Kingsbury Grade Road (Highway 207).



Courtesy of TahoeCleanAir.org



Courtesy of TahoeCleanAir.org

Multijurisdictional Evacuations

Located just west of the Nevada and California state line and adjacent to the study area, the South Lake Tahoe, California Tourist Core Area is a center of tourist and commercial services and recreation access and is an area with a high concentration of both vehicle traffic active pedestrian streetscapes.

The hypothetical evacuation simulations for the Douglas/Tahoe Study Area are based on a no-notice wildfire evacuation from within the study area boundaries; therefore, they do not fully consider multijurisdictional evacuations that may require the evacuation of adjoining counties and interstate coordination.

However, simulation 4 is provided as an example of a multijurisdictional evacuation. Simulation 4 requires portions of South Lake Tahoe, California, and the Douglas/Tahoe Study Area to simultaneously evacuate eastbound on Highway 50 and into Nevada. Due to the added complexity of an interstate evacuation, such an evacuation scenario is expected to result in extended evacuation times.

Similarly, a no-notice cross-county evacuation of the multijurisdictional area, as represented in simulation 4, heading westbound on Highway 50, could significantly impact evacuation times for Douglas County and South Lake Tahoe evacuees.

Expected Fire Spread Under Wind and Slope Conditions

Much of the Douglas Tahoe area, like most communities in the Tahoe Basin, was developed adjacent to the steep mountain slopes encircling Lake Tahoe. The steep, rugged terrain, abundant fuels, and fluctuating daily (diurnal) winds increase the risk of a major wildfire impacting the communities. If a wildfire resists fire suppression efforts and is spread by the wind, steep slopes, and burning firebrands, the fast-moving fire is likely to block egress routes and complicate timely evacuation.

As documented in the 2024 South Shore Area Plan Update, "The planning significance of wildland fires is high for Douglas County. Every year, there is a 100 percent chance of wildland fire ignitions in Douglas County. There is a 65 percent chance of a large wildland fire each year."[19] The plan explains that "During 95th percentile fire weather where humidity is less than 20 percent and sustained winds are greater than 20 mph and gust exceed 40 mph, a wildland fire burning on even a small parcel can spark a catastrophic fire that results in thousands of destroyed or damaged homes." For this reason, the report concludes that "The fire hazard rating for Kingsbury Town Center is high due to inadequate defensible space, combustible building materials, steep slopes, and moderate to extreme fuel hazards."

Simulation 1

Table 3.1: Douglas/Tahoe Simulation 1

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire that requires the evacuation of the study area. All evacuation routes are open and unimpeded. It is estimated that 5 hours and 0 minutes are required to complete the evacuation of the study area with all evacuation routes open.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
10,641	All Open	None	5 Hours, 0 Minutes

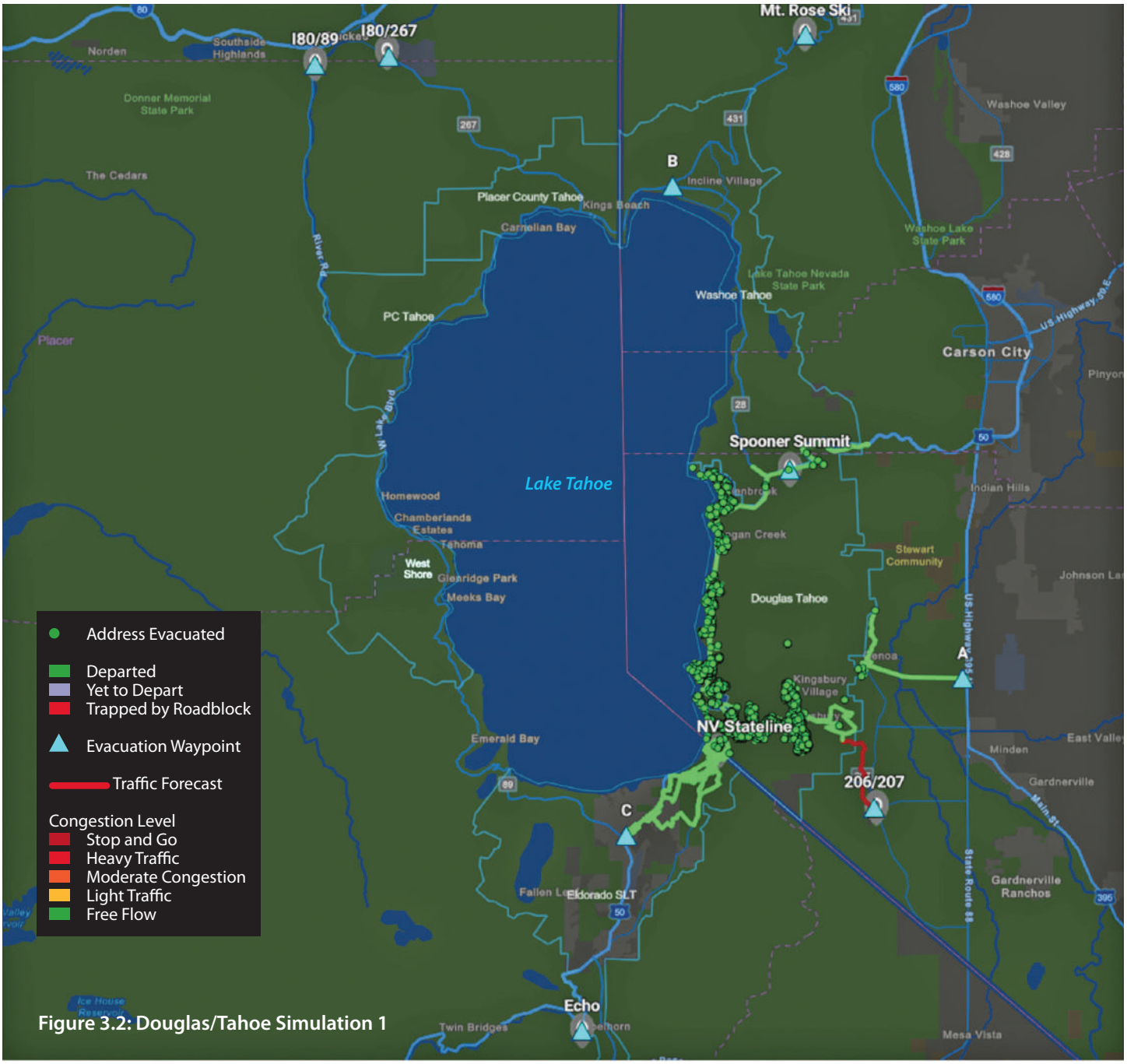


Figure 3.2: Douglas/Tahoe Simulation 1

Simulation 2

Table 3.2: Douglas/Tahoe Simulation 2

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the north, requiring the closure of Nevada State Route 28 toward Incline Village and Highway 50 toward Carson City. The evacuation routes leading south to South Lake Tahoe and east over Kingsbury Grade are open and unimpeded. It is estimated that 5 hours and 8 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
10,641	All Roads towards the South and East	Hwy 50 NB and SR 28 NB	5 Hours, 8 Minutes

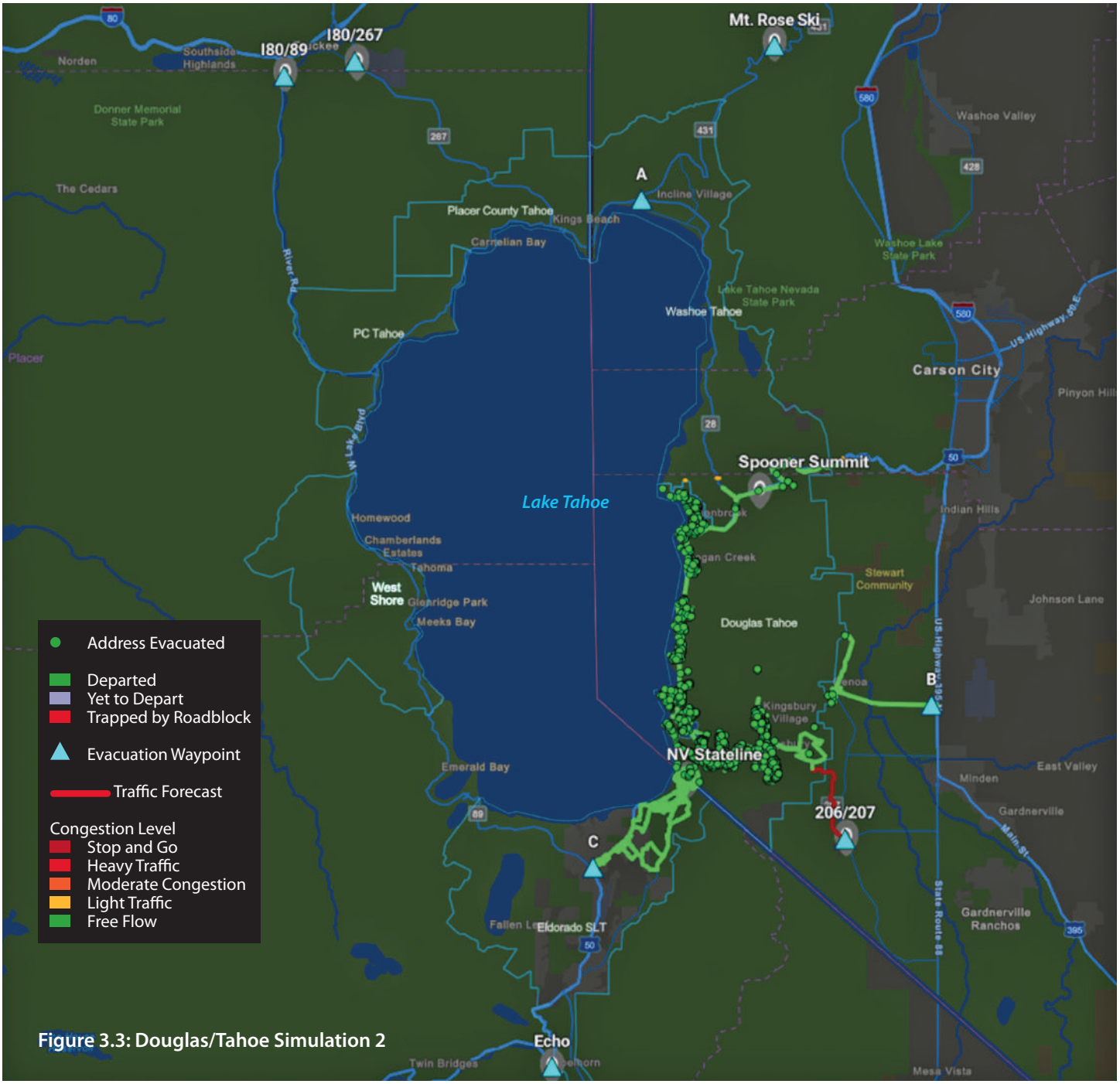


Figure 3.3: Douglas/Tahoe Simulation 2

Simulation 3

Table 3.3: Douglas/Tahoe Simulation 3

Map simulates end of interactive run time

This simulation represents a fast-moving wildfire approaching the study area from the south, requiring the closure of Kingsbury Grade and Highway 50 near the state line. The evacuation routes leading north to Incline Village and east to Carson City are open and unimpeded. It is estimated that 7 hours and 20 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
10,641	Hwy 50 North of the State Line	Kingsbury Grade and Hwy 50 WB	7 Hours, 20 Minutes

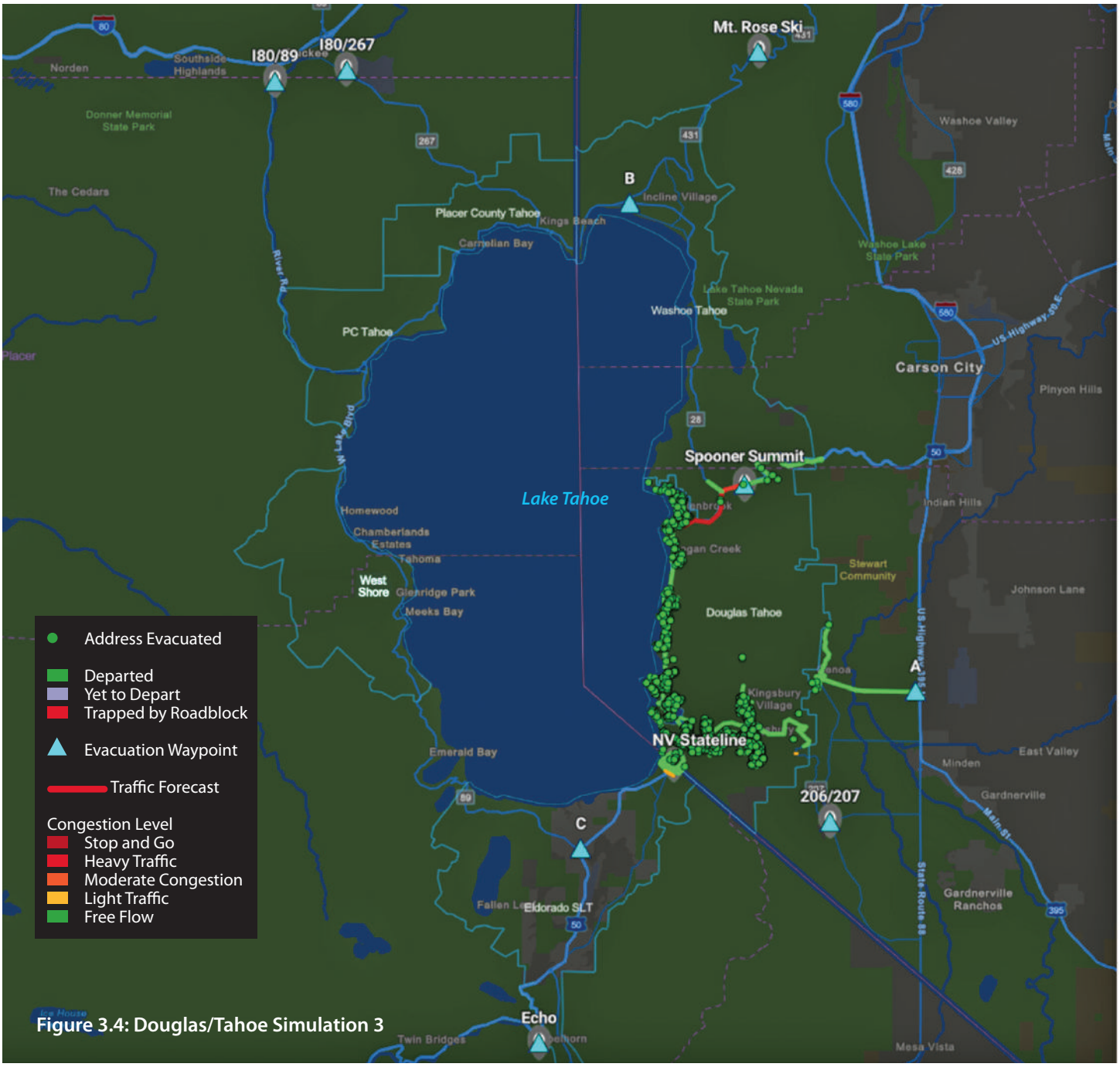


Figure 3.4: Douglas/Tahoe Simulation 3

Simulation 4

Table 3.4: Douglas/Tahoe Simulation 4 — **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the California-Nevada border from the southeast, impacting a portion of the Douglas/Tahoe and Eldorado/South Lake Tahoe study areas, requiring a multijurisdictional evacuation. The evacuation area consists of areas west of El Dorado Way, north of Al Tahoe Blvd, East of Heavenly Mountain Resort, and south of Kahle Dr. and Burke Creek. Evacuees are instructed to evacuate north and east using US 50 and Kingsbury Grade. Evacuation routes leading north towards Zypher Cover and east over Kingsbury Grade are open and unimpeded. It is estimated that 7 hours and 28 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
20,029	Hwy 50 NB and Kingsbury Grade	Per Evac Instruction CA Roads WB & SB of Evac Area Not Available	7 Hours, 28 Minutes

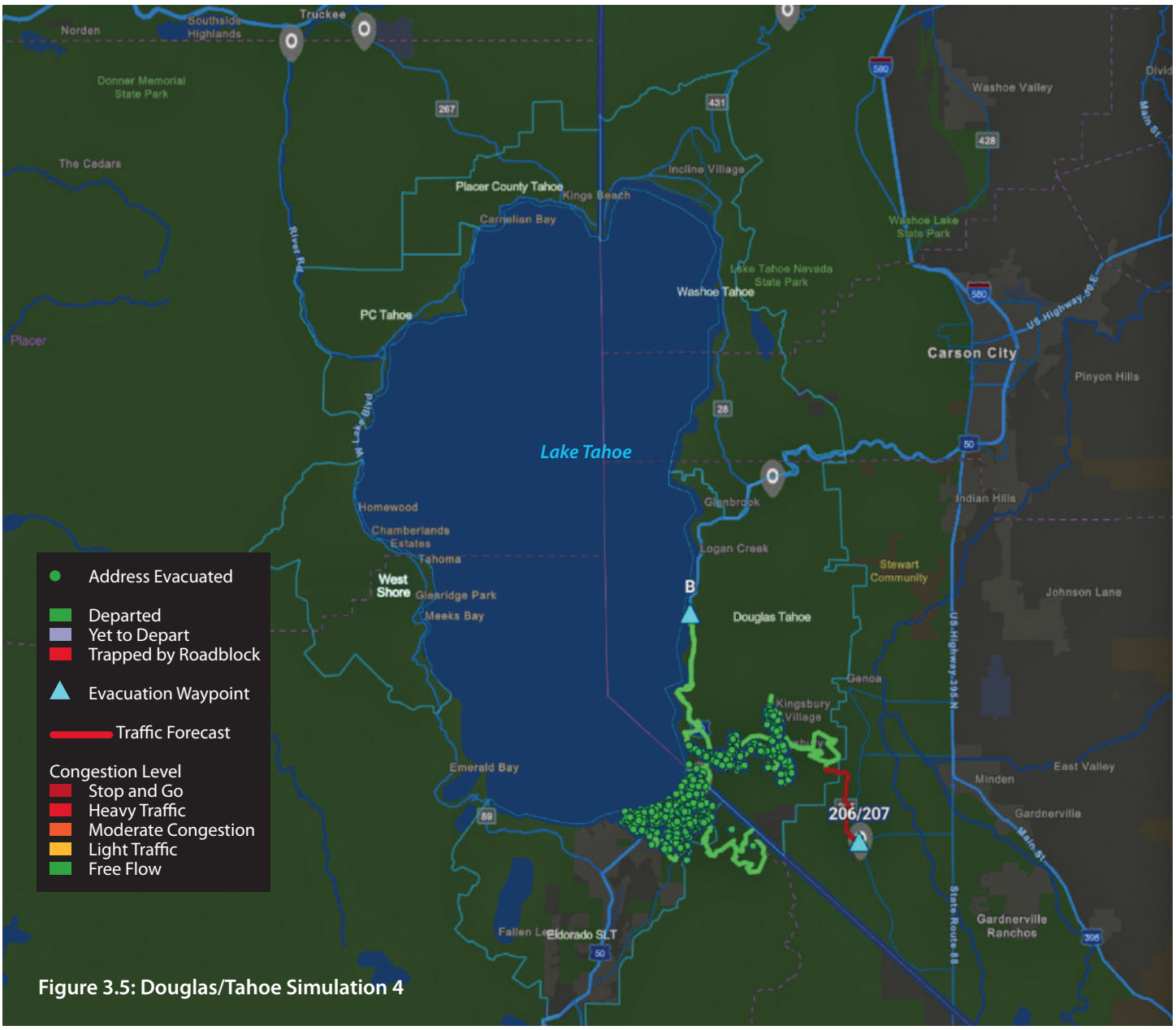


Figure 3.5: Douglas/Tahoe Simulation 4



iStock: juanmonino

EL DORADO/SOUTH LAKE TAHOE STUDY AREA ADDENDUM

SUMMARY

The El Dorado/South Lake Tahoe Study Area is within the US Forest Service Lake Tahoe Basin Management Unit (LTBMU) boundaries and includes the communities of Fallen Leaf Lake, Camp Richardson, Tallac Manor, Cascade, Mountain View Estates, Angora Highlands, Meyers, and the City of South Lake Tahoe. Approximately 23,000 persons live in the study area.

In addition to the residential population, there are more than 2,300 short-term rentals and over 6,000 lodging rooms and campsites in the study area, which host hundreds of thousands of annual visitors who enjoy a wide range of recreational activities offered at the many beaches and trails available in the Tahoe basin.

Located just west of the Nevada and California State line and adjacent to the Douglas/Tahoe Study Area, the South Lake Tahoe Tourist Core Area is a center of tourist services and recreation access and has traditionally been an area with a high concentration of shopping, dining and active pedestrian streetscapes.

CONSIDERATIONS AND IMPEDIMENTS TO TIMELY EVACUATION

It is not possible to model all potential scenarios; however, the visitor population and limited roadway capacity will likely increase the time required to evacuate the El Dorado/South Lake Tahoe Study Area.

Evacuation Travel Routes

There are four primary evacuation travel routes serving the El Dorado/South Lake Tahoe Study Area communities:

- Highway 50 West toward Echo Summit
- Highway 50 East heading toward Stateline, NV
- Highway 50 West heading toward the intersections of Highway 89 North toward Emerald Bay
- Pioneer Trail to Highway 50 heading toward the intersection of Highway 89 East (Luther Pass Road)

Multijurisdictional Evacuations

Located just west of the Nevada and California State line and adjacent to the study area, the South Lake Tahoe Tourist Core Area is a center of tourist and commercial services and recreation access, and is an area with a high concentration of both vehicle traffic active and pedestrian streetscapes.

The hypothetical evacuation simulations 1 through 4 (see Figures 4.2 - 4.5) are based on a no-notice wildfire evacuation from within the boundaries of the El Dorado/South Lake Tahoe Study Area. Provided as an example of a multijurisdictional evacuation across the state line into Nevada, simulation 5 (see Figure 4.6) envisions a section of the El Dorado/South Lake Tahoe Study Area being evacuated with a simultaneous evacuation of Kingsbury in the Douglas/Tahoe Study Area. Simulation 6 (see Figure 4.7) represents an evacuation of the entire El Dorado/South Lake Tahoe Study Area and Kingsbury to the east into Nevada. The complexities of these multijurisdictional evacuations are expected to result in extended evacuation travel times, as experienced during the Caldor Fire evacuation in 2021.

Similarly, as discussed in the Douglas/Tahoe portion of this analysis, a no-notice cross-county evacuation from the El Dorado/South Lake Tahoe Study Area, heading westbound on Highway 50, could significantly impact the evacuation times for evacuees from Douglas County and South Lake Tahoe, resulting in evacuation times similar to those of the 2021 Caldor Fire.

Expected Fire Spread Under Wind and Slope Conditions

Unlike most of the communities within the Lake Tahoe Basin, which are built adjacent to steep mountain slopes, the City of South Lake Tahoe and Meyers town centers and the Tourist Core Area were built on a relatively level plain that transitions to the rugged slopes of the Sierra Nevada mountains.

As observed during the Angora Fire in 2007 and the Caldor Fire in 2021, the terrain, abundant fuels, and fluctuating daily (diurnal) winds increase the risk of a major wildfire impacting the wildfire-vulnerable study area communities. If a wildfire resists fire suppression efforts and is spread by the wind, steep slopes, and burning firebrands, the fast-moving fire will likely block egress routes and complicate timely evacuation.



iStock: Alex Kane

El Dorado/South Lake Tahoe Study Area Simulation Modeling

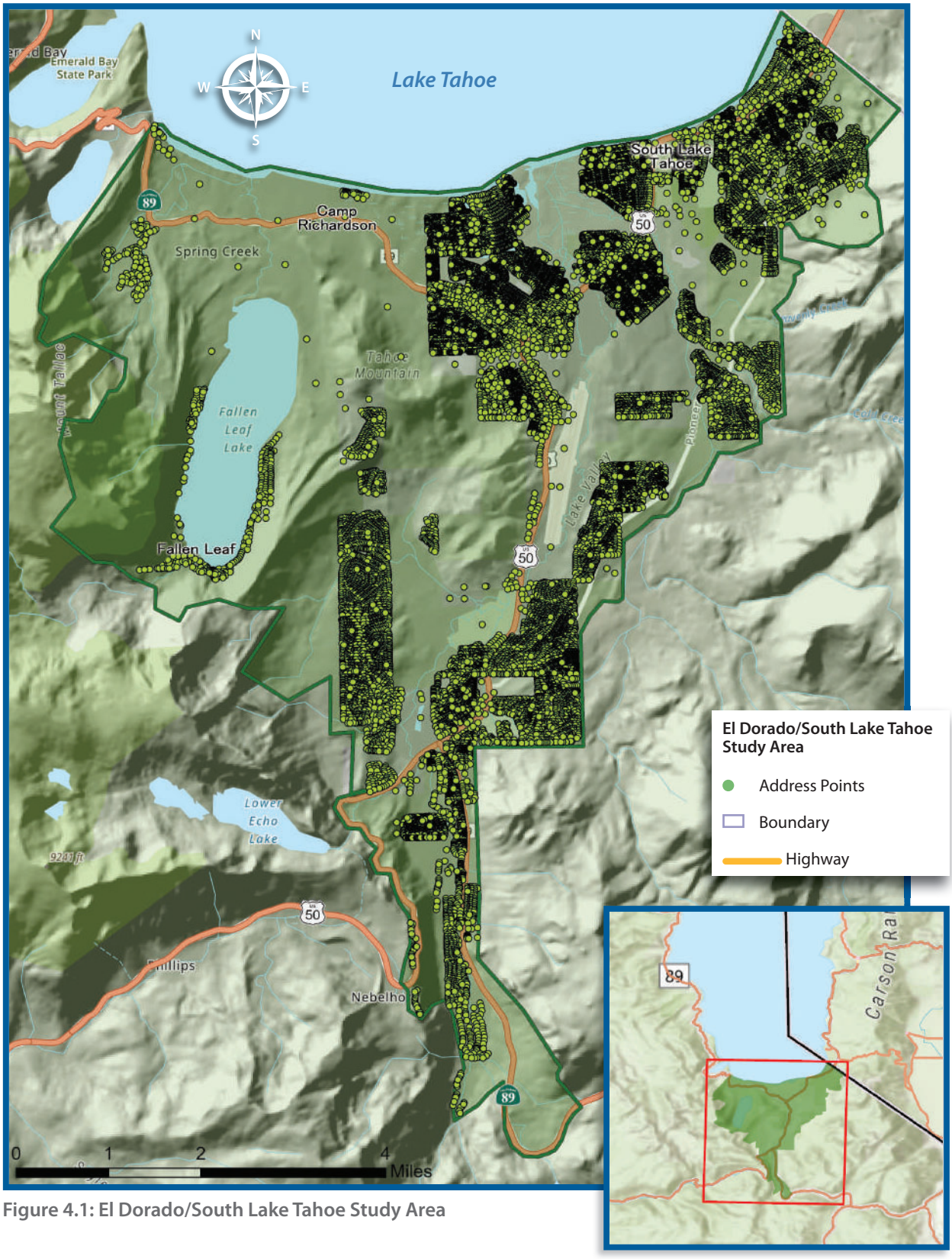


Figure 4.1: El Dorado/South Lake Tahoe Study Area

Simulation 1

Table 4.1: El Dorado/South Lake Tahoe Simulation 1 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire that requires the evacuation of the study area. All evacuation routes are open and unimpeded. It is estimated that 8 hours and 26 minutes are required to complete the evacuation of the study area with no evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
31,397	All Open	None	8 Hours, 26 Minutes

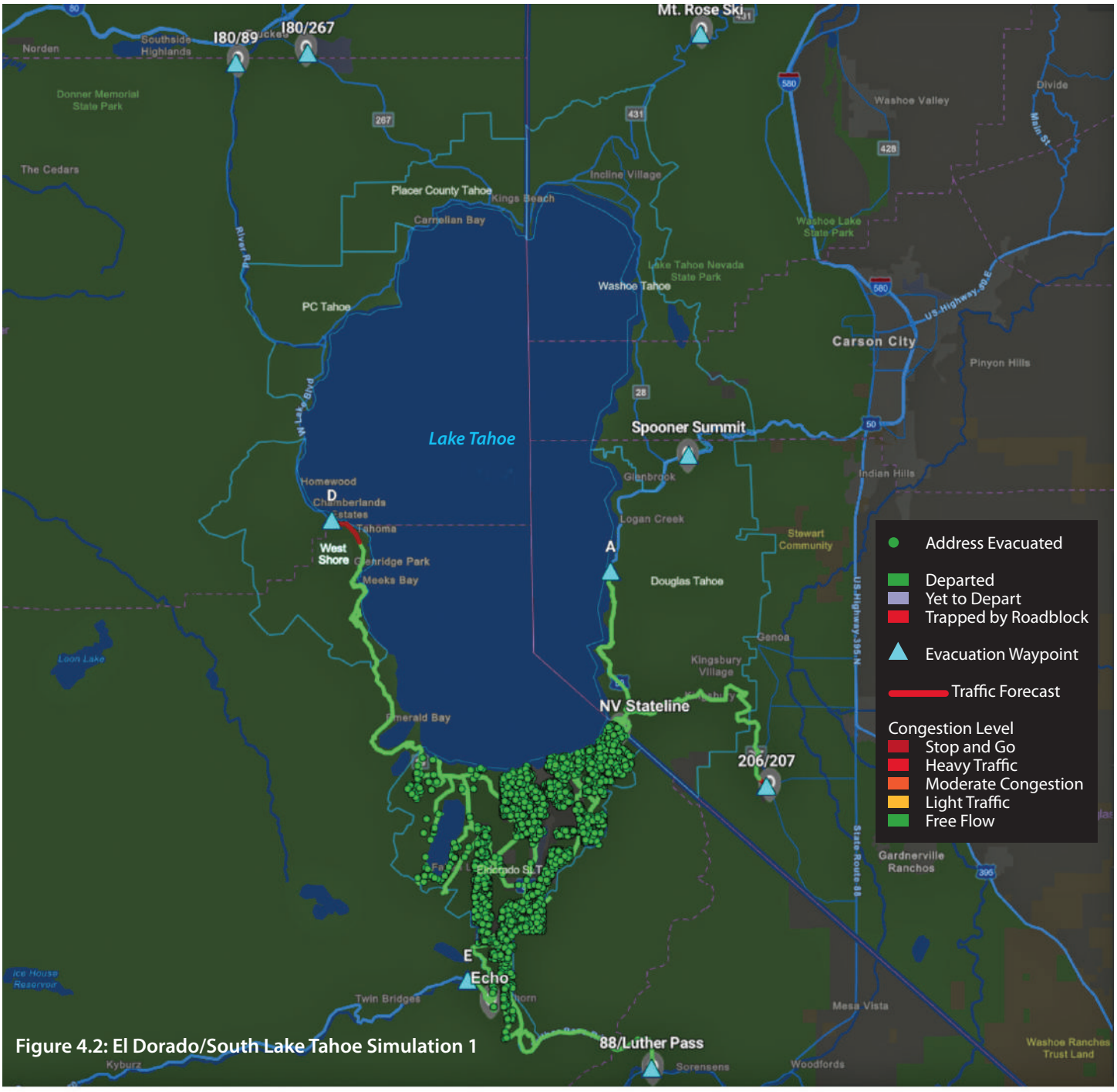


Figure 4.2: El Dorado/South Lake Tahoe Simulation 1

Simulation 2

Table 4.2: El Dorado/South Lake Tahoe Simulation 2 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the southwest, requiring the closure of Highway 50 near Echo Pass and Luther Pass Road. The evacuation routes leading north toward Tahoe City and east toward the Nevada State line are open and unimpeded. It is estimated that 11 hours and 27 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
31,397	All Roads to the North and East	Hwy 50 WB at Echo Summit and Luther Pass Rd	11 Hours, 27 Minutes

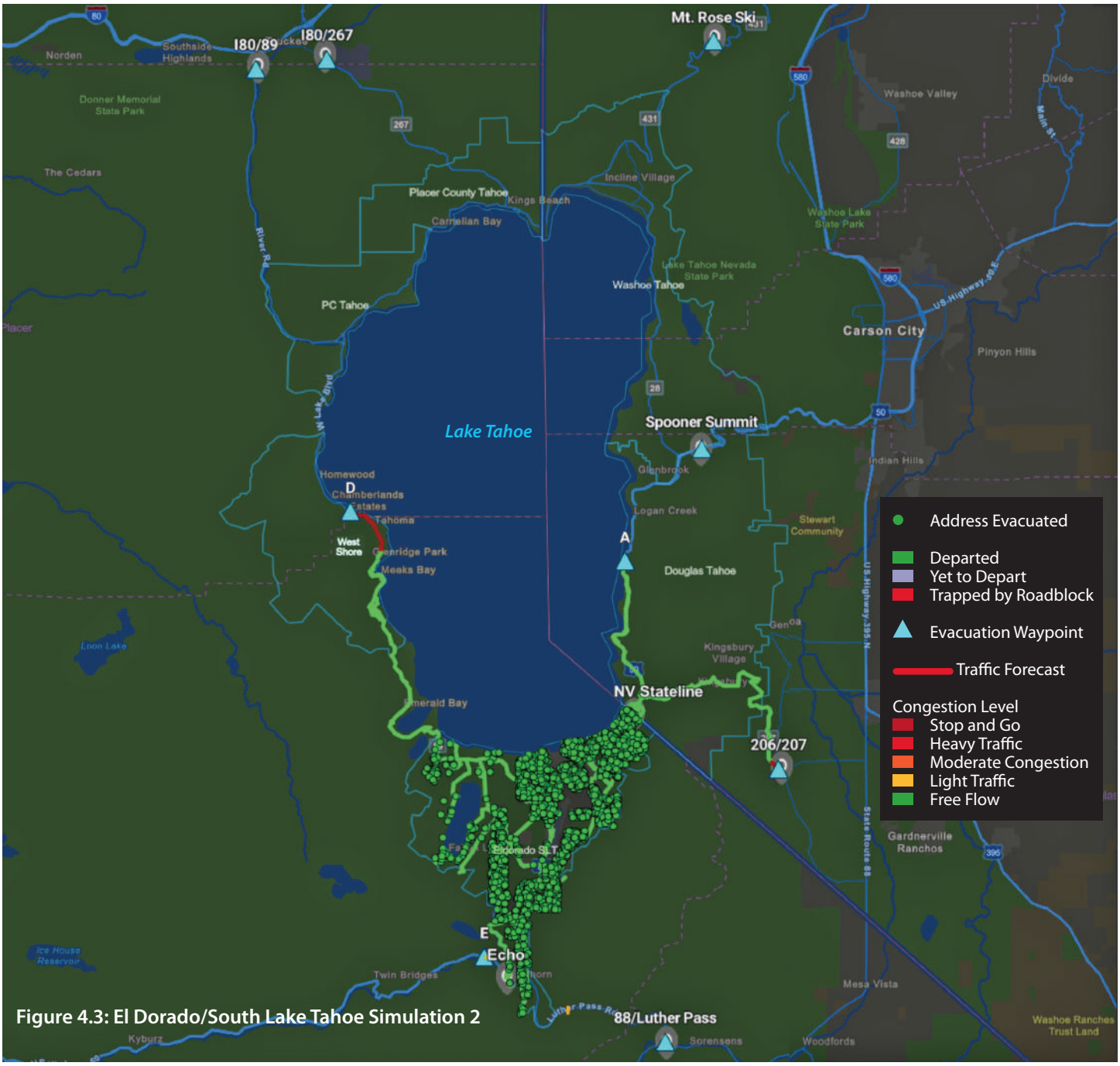


Figure 4.3: El Dorado/South Lake Tahoe Simulation 2

Simulation 3

Table 4.3: El Dorado/South Lake Tahoe Simulation 3 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the west, requiring the closure of Highway 89 near Emerald Bay. The evacuation routes leading south toward Echo Summit and east toward the Nevada - California state line is open and unimpeded. It is estimated that 9 hours and 20 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
31,397	All Roads to the South and East	Hwy 89 NB to Tahoe City	9 Hours, 20 Minutes

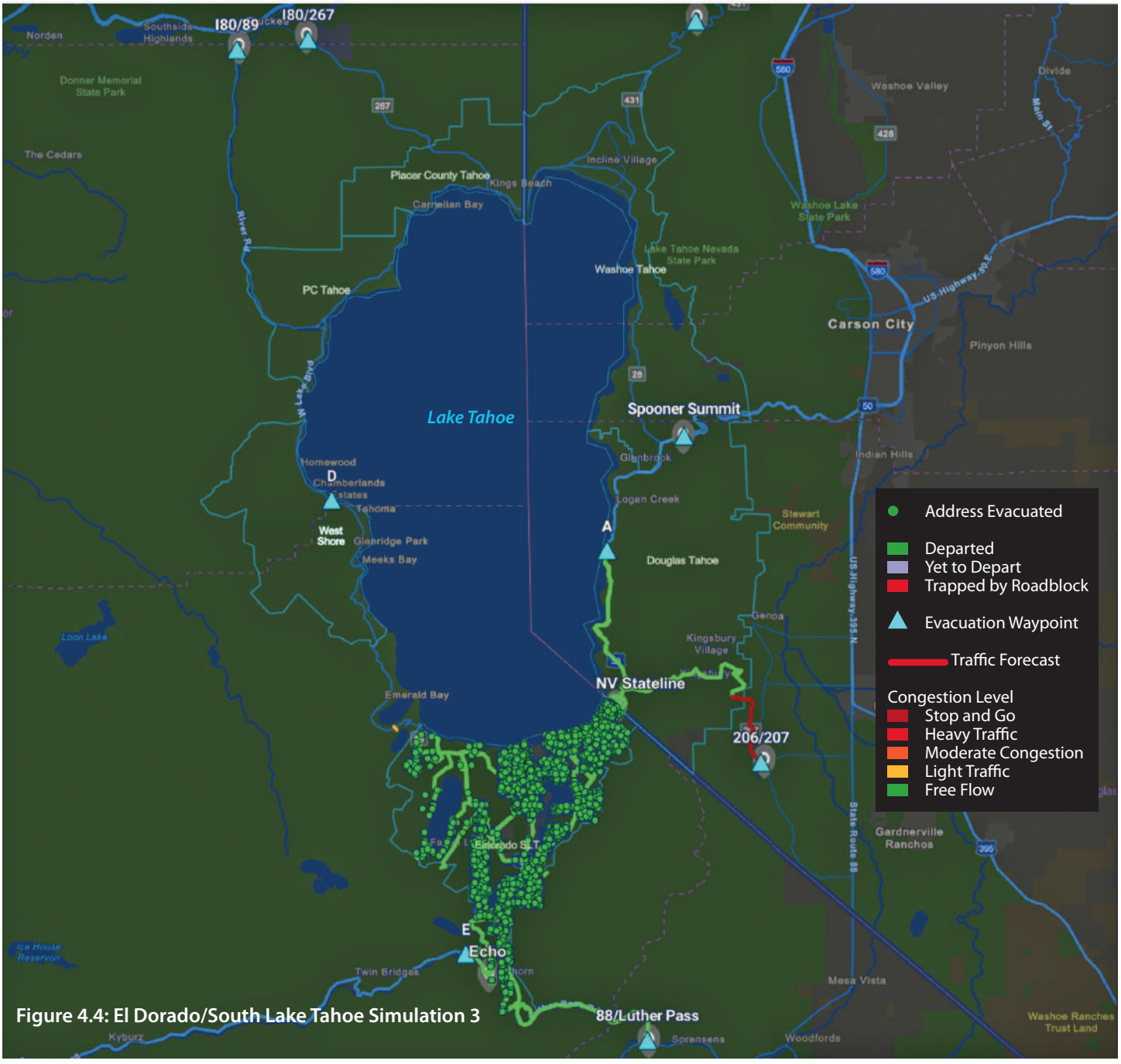


Figure 4.4: El Dorado/South Lake Tahoe Simulation 3

Simulation 4

Table 4.4: El Dorado/South Lake Tahoe Simulation 4 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the east, requiring the closure of Highway 50 at the Nevada - California state line. The evacuation routes leading west toward Emerald Bay, south toward Echo Summit, and Luther Pass Road are open and unimpeded. It is estimated that 10 hours and 46 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
31,397	All Roads to the South and West	Hwy 50 at the Nevada - California state line	10 Hours, 46 Minutes

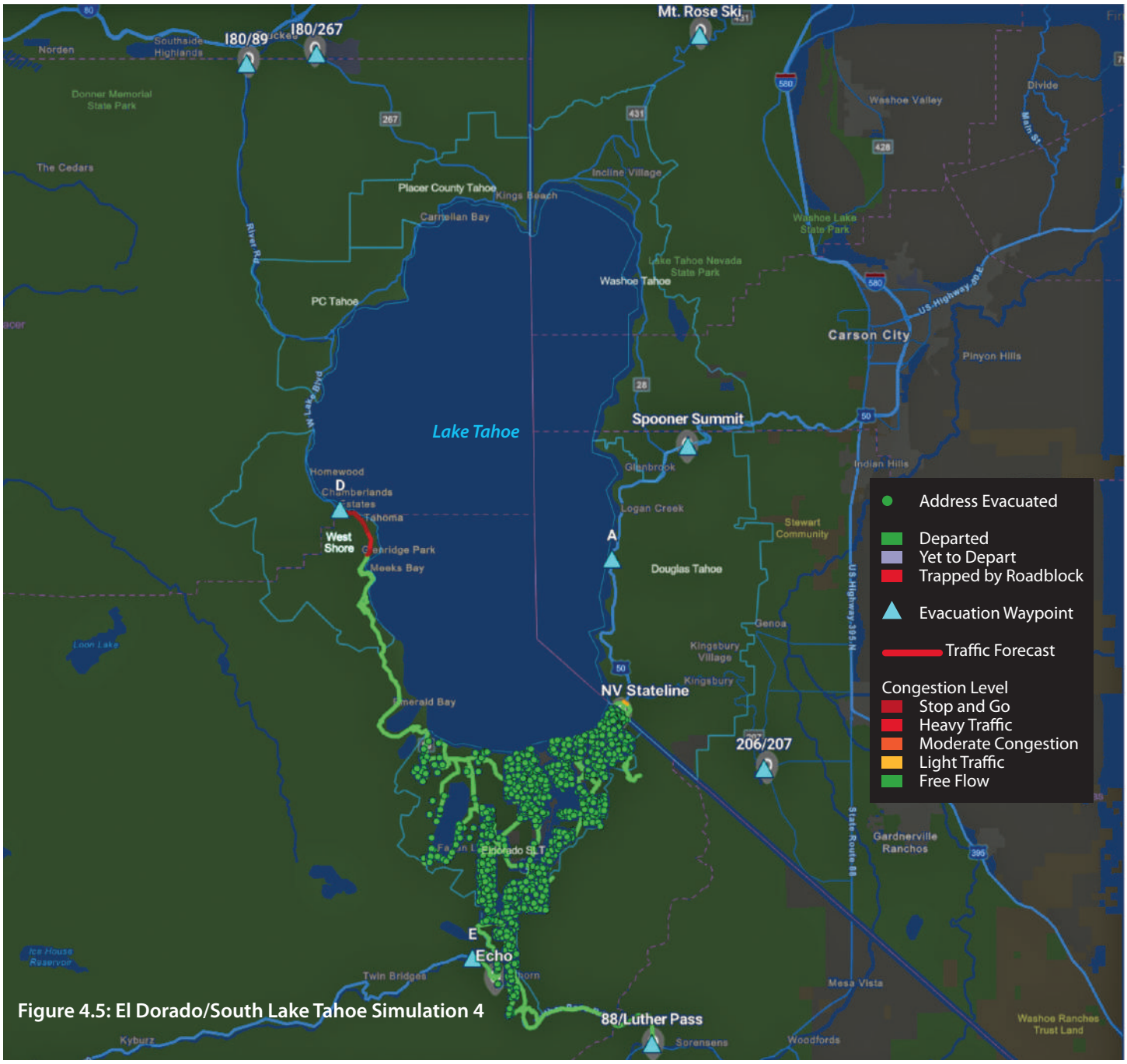


Figure 4.5: El Dorado/South Lake Tahoe Simulation 4

Simulation 5

Table 4.5: El Dorado/South Lake Tahoe Simulation 5 **Map simulates end of interactive run time**

This simulation represents a multijurisdictional evacuation caused by a fast-moving wildfire approaching the Nevada - California state line from the northeast, impacting a portion of the Douglas/Tahoe and El Dorado/South Lake Tahoe Study Areas. The evacuation area consists of areas west of El Dorado Way, north of Al Tahoe Boulevard, east of Heavenly Mountain Resort, and south of Kahle Drive and Burke Creek. Evacuees are instructed to evacuate west and south using Highway 50 and Highway 89. Evacuation routes leading south toward Echo Summit and west toward Emerald Bay are open and unimpeded. It is estimated that 7 hours and 14 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
20,029	All Roads to the South and West	Per Evac Area Instructions NV US 50 N & Kingsbury E Not Available	7 Hours, 14 Minutes

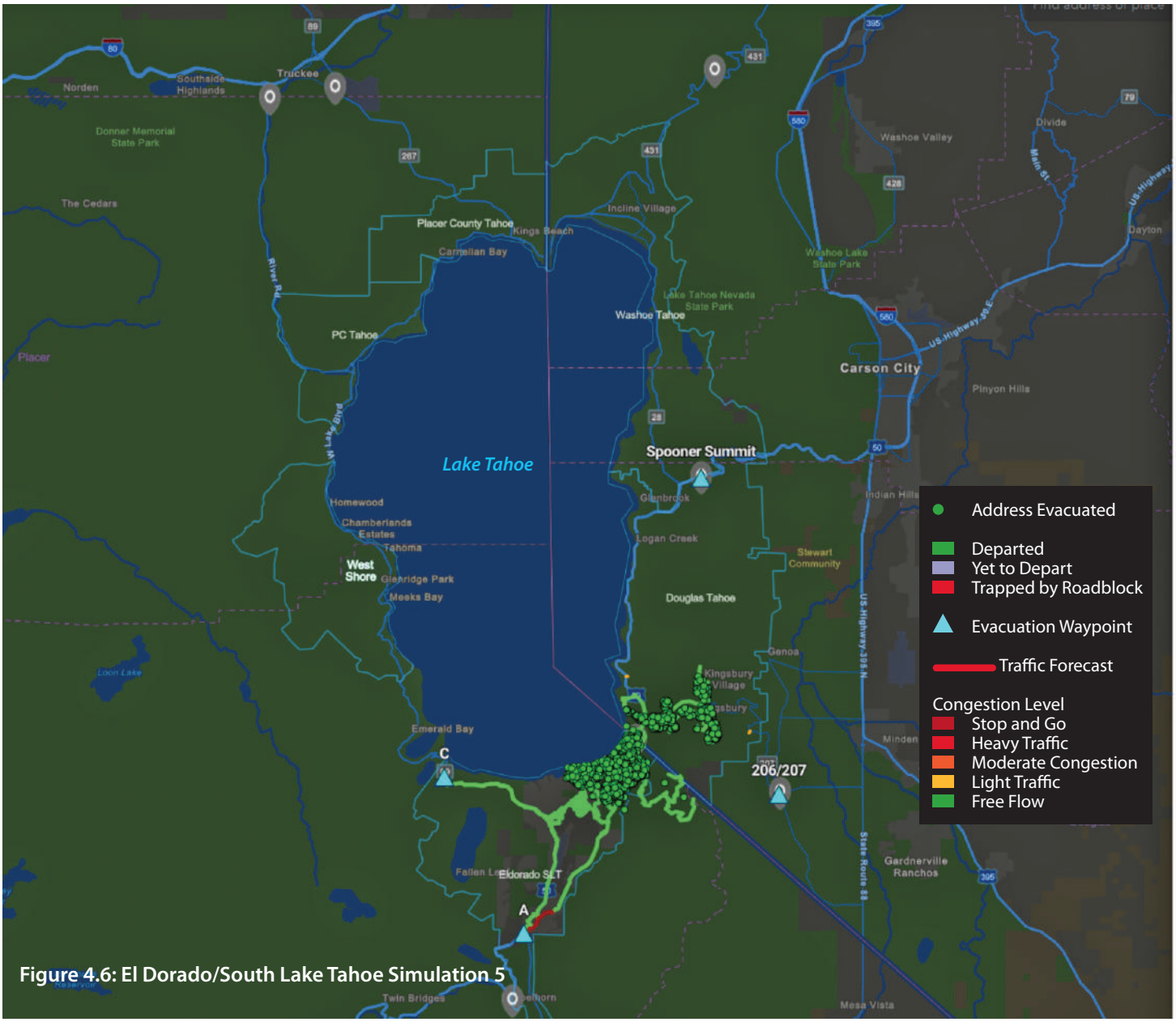


Figure 4.6: El Dorado/South Lake Tahoe Simulation 5

Simulation 6

Table 4.6: El Dorado/South Lake Tahoe Simulation 6 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the southwest, requiring the closure of Highway 50 near Echo Summit and Luther Pass Road. The evacuation area includes the El Dorado/South Lake Tahoe Study Area and the portion of the Douglas/Tahoe Study Area south of Kahle Drive and Burke Creek. Evacuation routes leading north toward Emerald Bay, Spooner Summit and east over Kingsbury Grade are open and unimpeded. It is estimated that 11 hours and 33 minutes are required to complete the evacuation of the study area with two evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
36,832	All Roads to the North, East and West	WB at Echo Summit and Luther Pass Rd	11 Hours, 33 Minutes

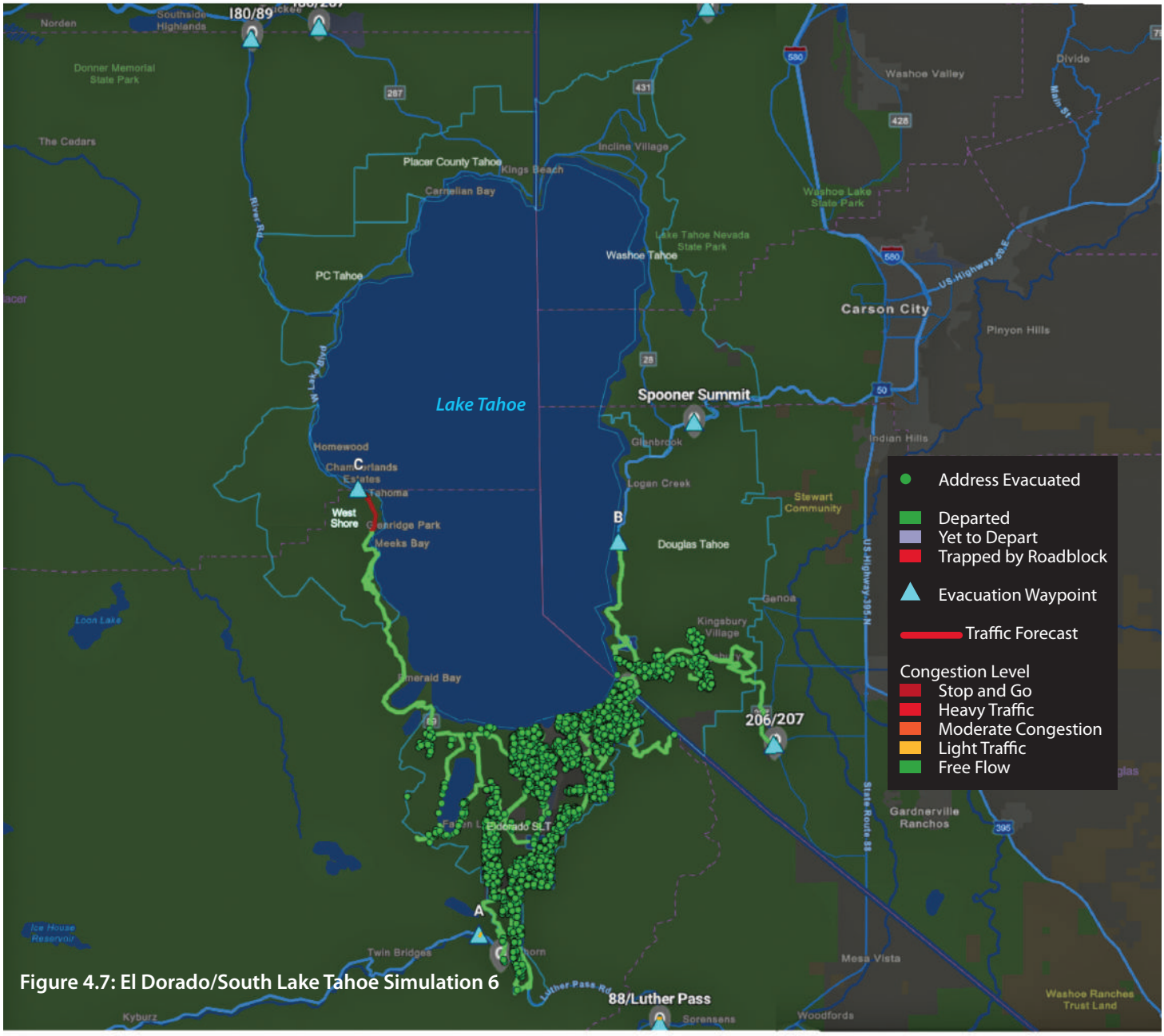


Figure 4.7: El Dorado/South Lake Tahoe Simulation 6


iStock.com/hlsnow

WEST SHORE/TAHOE STUDY AREA ADDENDUM

SUMMARY

The West Shore/Tahoe Study Area is within the US Forest Service Lake Tahoe Basin Management Unit (LTBMU) boundaries. It includes the communities of Paradise Flat, Rubicon Properties, Meeks Bay, Glenridge Park, Sugar Pine Point, Pomins, Tahoma, Chamberlands Estates, Homewood, Tahoe Pines, and Idlewild. The study area encompasses portions of El Dorado and Placer counties and has an estimated population of 4,346. Approximately 483 campsites and lodging rooms and more than 400 short-term rentals are available for the hundreds of thousands of annual visitors to Lake Tahoe's west shore.

CONSIDERATIONS AND IMPEDIMENTS TO TIMELY EVACUATION

It is not possible to model all potential scenarios; however, it can be assumed that the visitor population and limited roadway capacity will likely increase the time required to evacuate the study area.

Evacuation Travel Routes

These isolated lakeshore communities are served by narrow neighborhood roads that lead to the two evacuation travel routes serving the West Shore/Tahoe Study Area communities:

- Highway 89 North toward Tahoe City
- Highway 89 South toward South Lake Tahoe

Expected Fire Spread Under Wind and Slope Conditions

West Shore/Tahoe communities are built in a Very High Fire Severity Zone adjacent to steep mountain slopes, abundant fuels, and fluctuating daily (diurnal) winds, increasing the risk of a major wildfire impacting the wildfire-vulnerable study area communities. If a wildfire resists fire suppression efforts and is spread by the wind, steep slopes, and burning firebrands, the fast-moving fire will likely block egress routes and complicate timely evacuation.

West Shore/Tahoe Study Area Simulation Modeling



Figure 5.1: West Shore/ Tahoe Study Area

Simulation 1

Table 5.1: West Shore/Tahoe Simulation 1 — Map simulates end of interactive run time

This simulation represents a fast-moving wildfire that requires the evacuation of the study area. All evacuation routes are open and unimpeded. It is estimated that 4 hours and 55 minutes are required to complete the evacuation of the study area with no evacuation routes closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
6,515	All Roads North and South	None	4 Hours, 55 Minutes

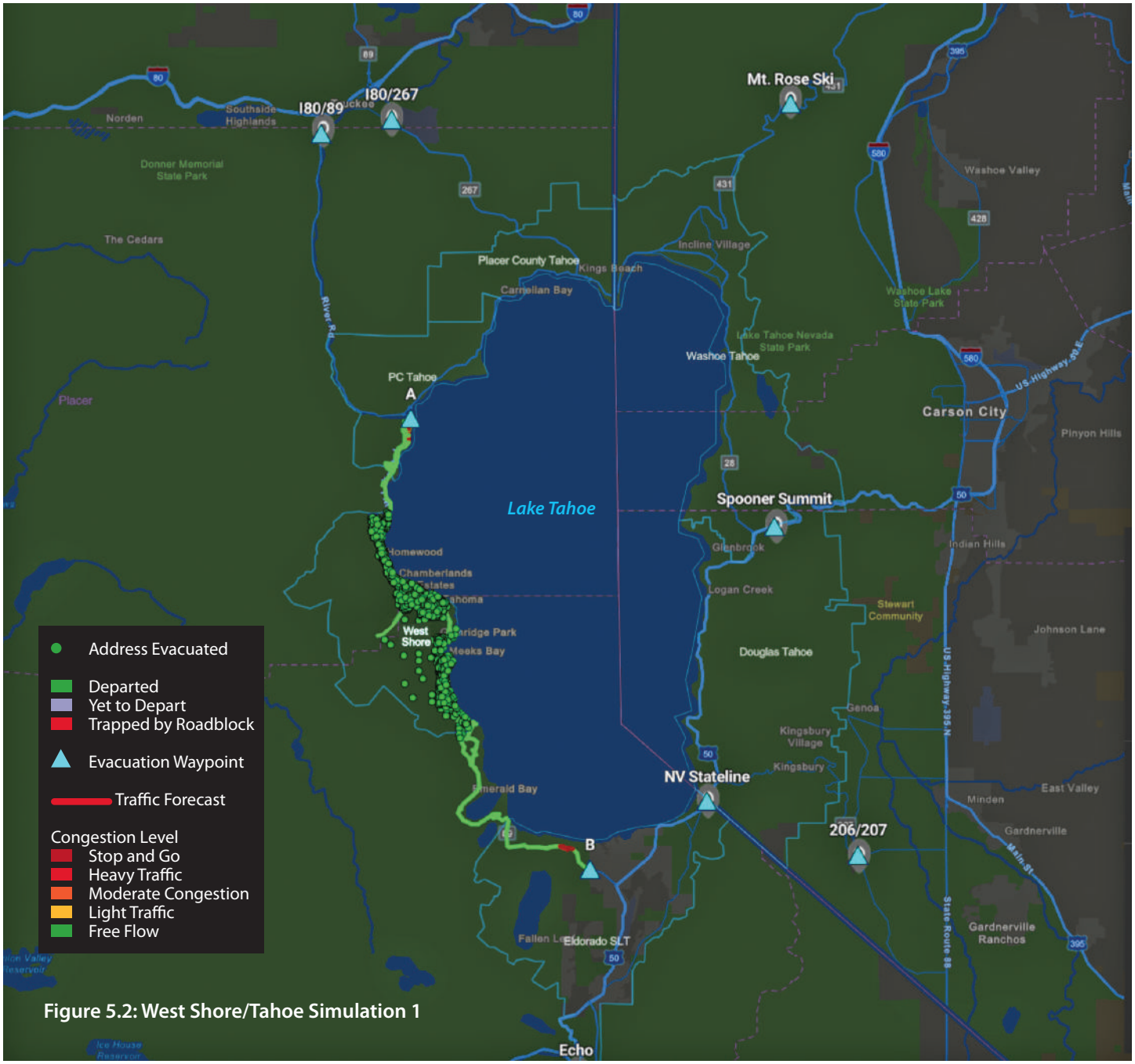


Figure 5.2: West Shore/Tahoe Simulation 1

Simulation 2

Table 5.2: West Shore/Tahoe Simulation 2 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the northwest, requiring the closure of Highway 89 toward Tahoe City. The evacuation route leading south to South Lake Tahoe is open and unimpeded. It is estimated that 8 hours and 31 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
6,515	Hwy 89 SB to South Lake Tahoe	Hwy 89 NB to Tahoe City	8 Hours, 31 Minutes

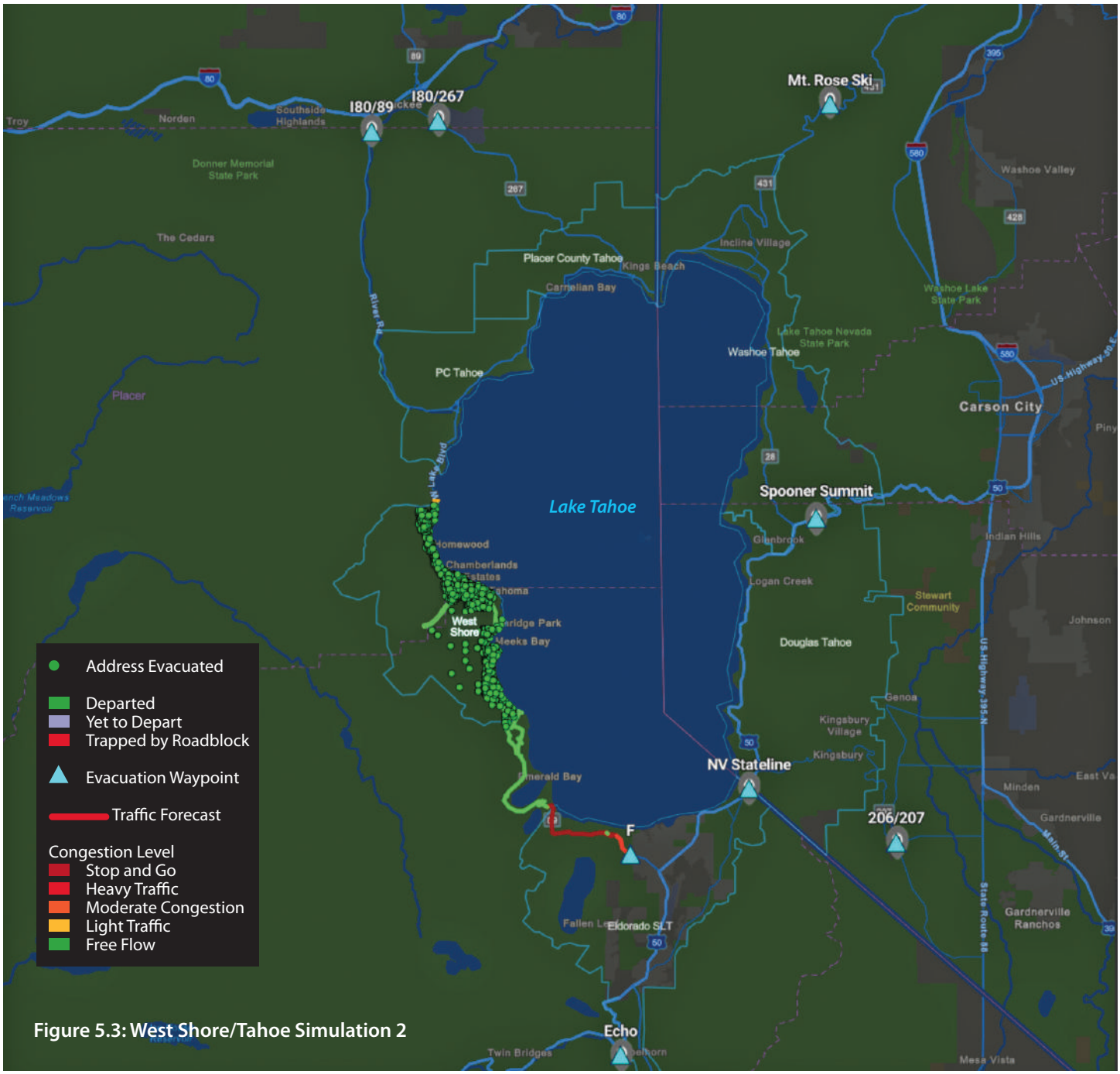


Figure 5.3: West Shore/Tahoe Simulation 2

Simulation 3

Table 5.3: West Shore/Tahoe Simulation 3 **Map simulates end of interactive run time**

This simulation represents a fast-moving wildfire approaching the study area from the southwest, requiring the closure of Highway 89 toward Emerald Bay. The evacuation route leading north toward Tahoe City is open and unimpeded. It is estimated that 5 hours and 55 minutes are required to complete the evacuation of the study area with one evacuation route closed.

Total Evacuating Vehicles	Evacuation Route(s)	Roads Blocked	Total Evacuation Time
6,515	Hwy 89 NB to Tahoe City	Hwy 89 SB to South Lake Tahoe	5 Hours, 55 Minutes

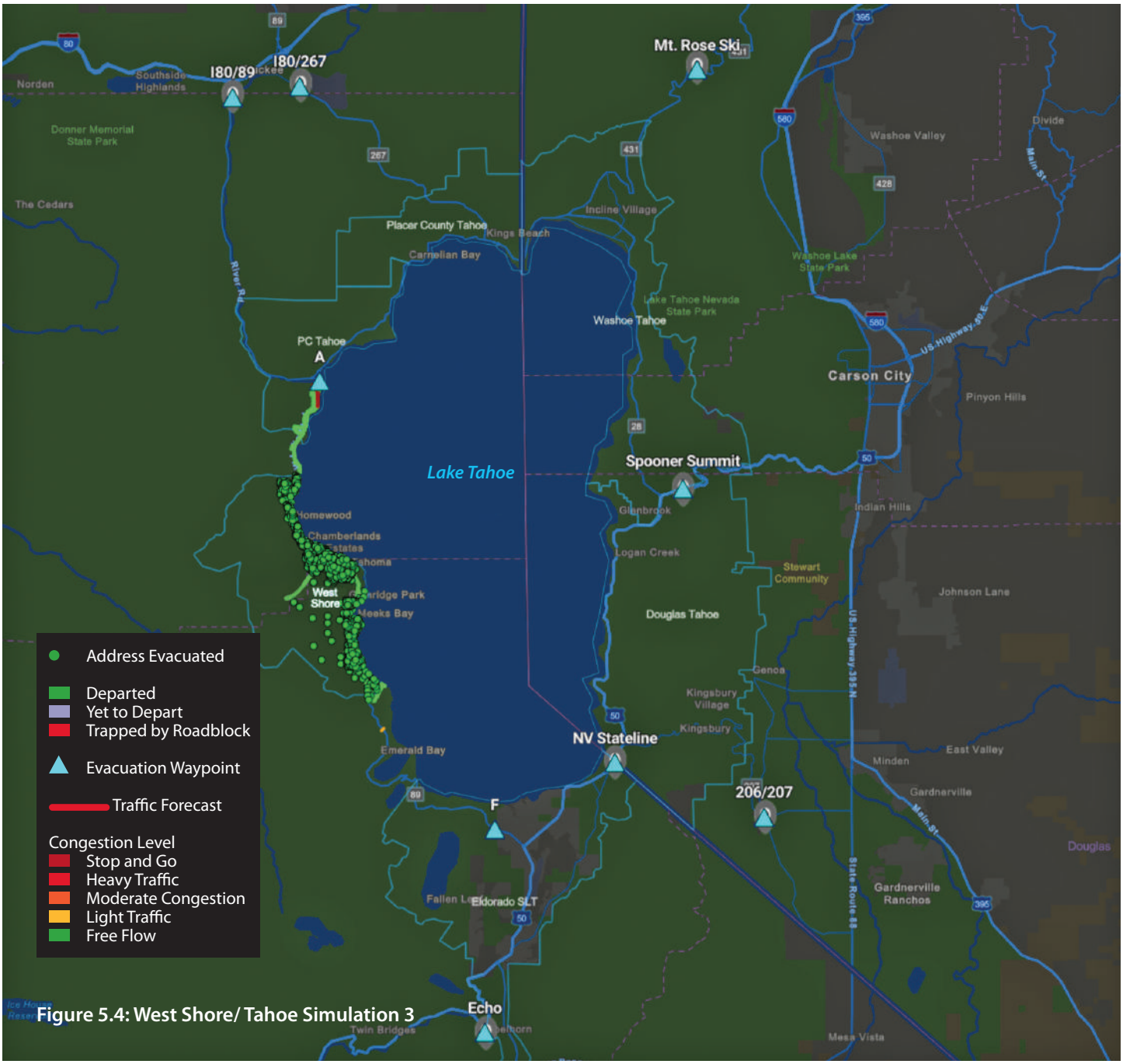


Figure 5.4: West Shore/ Tahoe Simulation 3

PROJECT CONSULTANT TEAM: BRIEF BIOGRAPHIES

For a complete biography of each subject matter expert, see https://pyroanalysis.com/ourteam.



SHANE LAUDERDALE

- Bachelor's degree in fire prevention technology from Cogswell Polytechnical College and an associate's degree in fire technology from Shasta Community College
- Founder, PyroAnalysis: Since 1998, assisting communities, developers, and attorneys in interpreting and applying fire and emergency management principles
- Certified instructor: Has inspired thousands of fire service professionals to create innovative strategies to combat fire and other disasters
- Curriculum contributor: California State Fire Marshal Fire Officer and Fire Investigator certification curriculums
- Multiple roles, City of Redding (CA) Fire Department: Over 25 years, served as firefighter, fire apparatus engineer, arson investigator/inspector, fire captain, operations battalion chief, deputy chief of administration, and fire operations chief
- Fire Chief, City of Chico (CA)
- Lead: Worked with Ladris AI to complete the recent Nevada County, CA, Fire Evacuation Study, https://www.nevadacountyca.gov/DocumentCenter/View/53213/Nevada_County_Evacuation_Study_2024

Notable Incidents:

- Operations Section Chief and Branch Director, Thomas Fire, 2017
- Operations Section Chief, Oroville Spillway Failure, 2017
- Operations Section Chief and Branch Director, Camp Fire, 2018
- Operations Section Chief, Kincade Fire, 2019
- Operations Section Chief, Butte Complex, 2020



JOHN MESSINA

- Bachelor's degree in geography, with an emphasis on geographical information systems (GIS), from Chico State University
- 33 years in the fire service profession
- Assistant Region Chief: Overseeing the CAL FIRE's Northern Region Operations and Resource Management Program and providing leadership to six operational units
- Several positions in operations, aviation, and administration, including executive-level chief officer with CAL FIRE
- Unit Chief of the Butte Unit: From 2020 through 2022, served as the fire chief for Butte County, the Town of Paradise, and the cities of Gridley and Biggs through cooperative fire protection agreements
- Operation section Chief and incident commander, CAL FIRE Incident Management Team, 14 years

Notable Incidents

- Operation Section Chief, Oroville Spillway Emergency, 2017
- Incident Commander, Camp Fire, 2018
- CAL FIRE Agency Administrator, North Complex, 2020, and Dixie Fire, 2021, emergency responses
- Intimately involved in the recovery and rebuilding process for the Town of Paradise after the Camp Fire



DON BULLARD

- Associate's degree in fire protection technology from the College of San Mateo
- Firefighter, California Department of Forestry and Fire Protection, Santa Clara County
- Multiple roles, Woodside Fire Protection District (WFPD): Over 35 years, served as firefighter, engineer, fire inspector, fire investigator, deputy fire marshal, and battalion chief
- Specialized training: Designing Ladris-based evacuation simulations, land use planning, the CEQA process, emergency preparedness and evacuation planning, and defensible space and fuel mitigation programs to reduce the risks of wildland fire to communities



ERIC SCOVEL

- Certificate in GIS from Chico State University
- Nearly 40 years in the fire service
- Volunteer firefighter, Lakeshore Fire Department, Lake County
- Fire engineer, Marin County Fire Department
- Member, CAL FIRE Incident Management Team, 12 years

Ladris
https://www.ladris.com/customers

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[1] Applied Development Economics, Inc., 2018
[2] *Lake Tahoe Destination Stewardship Plan Taking Care of Tahoe,* 2023
[3] Wong et al., 2020
[4] AirDNA.co
[5] Shaw, 2020
[6] *Lake Tahoe Destination Stewardship Plan Taking Care of Tahoe,* 2023
[7] Wong et al., 2020
[8] County of Placer Community Development Resource Agency, 2016
[9] Wong et al., 2020
[10] Maranghides et al., 2023
[11] Derived from 2020 U.S. Census Bureau Data
[12] Wilkinson, 1991
[13] Spillman, 2017
[14] Shaw, 2020
[15] The Record Courier, 2004
[16] Shaw, 2020
[17] AirDna.co
[18] State of Nevada DOT, 2024
[19] *South Shore Area Plan*, Draft, 2024

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Kara L Thiel

September 9, 2026

Linda Doherty, Assistant Planner
Douglas County Community Development
1594 Esmeralda Av.
Minden, NV 89423

Via Email: ldoherty@douglasnv.us

Re: Response to Appeal of Design Review DP25-0184
Developed Campground, 176 Highway 50, APN 1318-22-001-013

Dear Ms. Doherty:

On behalf of Globetrotter Properties, LLC ("Globetrotter"), owner and developer of the approved campground project (the "Project") located at 176 Highway 50 in Zephyr Cove (the "Property"), we submit this letter in response to G & T Properties LLC's ("Appellant") appeal (the "Appeal") of the Planning Commission's unanimous denial of Appellant's appeal of County staff's approval of the Project.

Appellant is the owner of the adjacent 0.67-acre property located at 303 Dorla Court ("Appellant's Property"). The 80-foot access easement serving the Property, created in 1977, runs along the southwestern boundary of Appellant's Property. While the stated crux of the Appeal is the Project does not comply with applicable land use and zoning regulations and, therefore, the County cannot make the required findings, Appellant's Gary Saunders testified at the July 14, 2026, Planning Commission hearing, "the reason I'm objecting to is the driveway, the proposed driveway runs right next to my property."

Appellant also complains the Project is too intense for the location and will generate excessive noise, yet Appellant's Property is developed with commercial offices and surrounded by the Tahoe Douglas Fire Protection District, other commercial offices, business services, a veterinary clinic and hospital, a timeshare development and a sewer pump station.

TRPA Governing Approval

Unlike Douglas County, TRPA has a growth management strategy that caps development in the Tahoe Basin.[1] To implement its growth management strategy, TRPA created development rights, or units of use, that are required to support new development. TRPA has absolute

[1] Douglas County's growth management strategy only caps residential development outside the Tahoe Basin. (DCCDC 20.560.020.)

jurisdiction to determine the appropriate unit of use to support land uses that are exclusively TRPA's province. As a result, Douglas County lacks authority to determine the applicable unit of use for a development project in the Tahoe Basin. While Appellant concedes TRPA's land use and zoning regulations govern development in the Basin (Appeal, p. 2, Paragraph III.A), it failed to raise its objection in the appropriate venue.

The TRPA Governing Board approved the Project on September 24, 2025, finding it to be a developed campground use consistent with TRPA's land use definitions and the applicable Plan Area Statement and allocating Overnight Persons at One Time, or PAOTs, the unit of use required for certain recreation uses, to the Project. Appellant neither appeared before the Governing Board nor timely challenged the Governing Board's approval.[2] As a result, Appellant forfeited its right to challenge the Project's compliance with applicable land use and zoning regulations, and the Appeal should be denied.

Planning and Land use in the Tahoe Township

For projects located in the Douglas County portion of the Tahoe Basin (the "Tahoe Township"), the County defers to TRPA for planning and land use matters and focuses, instead, on design review and building permits. (Douglas County Consolidated Development Code ("DCCDC") 20.700.030.B.) Specifically, all development within the Tahoe Township must comply with the provisions of the Plan Area Statements, Community Plans or Area Plans adopted by both TRPA and the County. (*Id*. at 20.700.030.C and F.) The Douglas County 2020 Master Plan confirms this:

> The TRPA developed Community Plans and Plan Area Statements to implement the 1987 Regional Plan. Douglas County adopted three Community Plans for Stateline, Kingsbury, and Round Hill and 30 Plan Area Statements. The Community Plans and Plan Area Statements address the policies, regulations, and programs for specific areas in order to attain and maintain the environmental thresholds and implement the goals and policies of the 1987 Regional Plan. (P. 84.)

The County also relies on the land use definitions prescribed in Chapter 21 of the TRPA Code of Ordinances ("TRPA Code") (DCCDC 20.700.030.E, 20.702.040.A and 20.702.050.A) and maximum building heights prescribed in Chapter 37 of the TRPA Code (DCCDC 20.702.080.A) for projects in the Tahoe Township.

[2] Since Appellant did not appear before the Governing Board either in person or in writing concerning the Project, it is not an aggrieved person under the Tahoe Regional Planning Compact ("Compact") entitled to challenge the Board's action. (Article VI (j)(3).) Even if Appellant had appeared, the time within which to file legal action challenging the Governing Board action expired November 24, 2025.

Appellant's Contentions

The record does not support classification of the Project as a developed campground.

Response: Appellant acknowledges the Property "lies within TRPA Plan Area Statement 070B (RABE) and Douglas County Tahoe Planning Area S-070B (Recreation)" and the DCCDC "adopts TRPA Chapter 21 use definitions…." (Appeal, p. 2.) Developed campground is an allowable recreation use in Plan Area Statement ("PAS") 070B / Tahoe Planning Area ("TPA") S-070B. More specifically, developed campground in TPA S-070B is denoted with a "D" in Table 20.702.2B of the DCCDC. The letter D indicates the ***use*** is subject to TRPA review and County ***design review*** is required. (DCCDC 20.702.050.C.2, emphasis added.) Accordingly, whether the developed campground use applies to the Project is solely within TRPA's purview.

TRPA defines "developed campground" as land or premises designed to be used, let, or rented for temporary occupancy by campers traveling by motorized vehicle and that contain such facilities as campsites with parking area, barbecue grills, tables, restrooms, and at least some utilities. (TRPA Code Table 21.4-A.) The Project consists of land that will be let for temporary occupancy by campers arriving by motor vehicle and contains campsites with parking areas, grills, tables, restrooms, other accessory facilities and utilities including electricity, water and sewage. According to the September 17, 2025, TRPA Governing Board staff report for the Project ("TRPA Staff Report"; copy enclosed):

> The project has been designed to resemble a campground, and TRPA staff determined it may proceed under the "Developed Campground" use type. The proposed use of the site as a campground also meets the objectives of the Rabe PAS…. The proposed use is also consistent with a national trend to provide permanent structures for overnight lodging, such as yurts, domes, and treehouses, at campgrounds.

The applicable TRPA development right required for a developed campground is Overnight Persons at One Time, or PAOTs. PAOTs are the number of people that a recreation use can accommodate at a given time. In contrast, a Tourist Accommodation Unit, or TAU, is required for tourist accommodation uses such as hotels, timeshares and bed and breakfast projects. As a recreation use, TRPA allocated 212 Overnight PAOTs to the Project from PAS 070B's pool of 500 Overnight PAOTs, confirming the Project's use is developed campground. (TRPA Staff Report, pp. 2-3.)

Based on the foregoing, the Project is a recreational developed campground and not a tourist accommodation use such as a hotel, timeshare or bed and breakfast as determined by TRPA.

The Project is incompatible with the planning framework governing its Plan Area.

Response: The Project is compatible with the applicable zoning ordinances. PAS 070B / TPA S-070B is a recreation plan area in which developed campground is an allowable recreation use. The Project is consistent with the planning statement that existing recreation uses should continue and public beach and camping areas should be expanded. While the Project is privately-owned, it will be open to the public for a fee, similar to Nevada Beach and Campground which is also located in PAS 070B / TPA S-070B.

Pursuant to PAS 070B, the maximum density for developed campgrounds is 8 sites per acre, or 72 sites for the 9-acre Property. At 53 sites, the Project is well below the permissible density. (TRPA Staff Report, p. 3.) The TRPA Governing Board also determined the Project's structures are below the maximum height limits established in the TRPA Code, none of the camping structures have kitchens and the Project's VMT generation is below the threshold. Accordingly, the Project complies with PAS 070B and other TRPA development standards.

In approving the Design Review for the Project and imposing conditions of approval, County staff also determined the Project complies with the Douglas County Design Criteria and Improvement Standards for the developed campground use.

Specific requirements for ADUs have not been met.

Response: The ADU is an appropriate accessory use but subject to size limitations. Appellant suggests the record fails to establish how the proposed employee housing qualifies as a lawful accessory use to the primary developed campground use. According to the TRPA Staff Report:

> TRPA Code, Section 21.3.2, allows one accessory dwelling unit (ADU) per parcel where the primary use is recreation. The accessory dwelling unit (ADU) will be a 3-bedroom unit with the capacity to house up to 9 employees. The ADU will be deed-restricted for onsite employee housing only.

The TRPA Governing Board approved the ADU as a component of the Project. Again, the ADU use is a TRPA issue rather than a County one, and Appellant failed to object to the TRPA Governing Board or file a timely suit challenging the Board's approval.

Appellant is correct that DCCDC 20.668.010 limits accessory dwellings in non-residential zoning districts to no more than 1,000 square feet of livable area. Since the Project is located in a Recreation district, it is subject to this limitation. The Project's ADU will need to be redesigned to satisfy this limitation or omitted.

Specific requirements for Campgrounds have not been met.

Response: The Project will comply with the standards prescribed in the DCCDC for campgrounds. Appellant contends the standards set forth in DCCDC 20.668.404(B) have not been satisfied. The drawings submitted to the County comply with many of the standards prescribed for campgrounds, and the conditions of approval contained in Design Review DP25-0184 require compliance with the balance prior to obtaining a site improvement permit and/or building permit. Failure to demonstrate compliance on the final construction drawings will preclude issuance of a site improvement permit and/or building permit necessary to develop the Project.

The Decision cannot be sustained because the mandatory findings cannot be made.

Response: County staff properly made the mandatory finding of zoning consistency since the Project complies with PAS 070B / TAP S-070B, including permissible uses, planning statements, density and allocation of Overnight PAOTs. Staff properly made the other mandatory design review findings related to traffic and impacts on neighboring properties.

We respectfully submit the Appeal must be denied because staff made complete and thorough findings supported by substantial evidence. To the extent the Appeal challenges the Project's land use, Appellant failed to raise its objection in the proper venue and TRPA's action is final.

Sincerely,

FELDMAN THIEL LLP

Kara L. Thiel

By:
Kara L. Thiel

KLT/ld
cc: Globetrotter Properties, LLC

AGENDA ITEM NO. 12.4

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion regarding the adoption of **Resolution 2026R-048**, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, proposing a 5.1% increase to the 2026 Community Development Schedule on November 1, 2026, and repealing Resolution 2024R-053, which established and amended the rates, fees, and charges for the Department set in 2024. The proposed increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026). (Tom Dallaire, Community Development Director and Andrea Pawling, Deputy Community Development Director)

RECOMMENDED MOTION:
Adopt Resolution 2026R-048, increasing the Fee Schedule by 5.1%, effective November 1, 2026, and repealing Resolution 2024R-053.

FINANCIAL IMPACT:
Based on feedback from the Board of County Commissioners, the Douglas County Community Development Department needs to conduct an annual review of its Fee Schedule and propose an increase to its current fee schedule to cover the costs of application and permitting operations. Over the last two years, the Western Urban Consumer Price Index (CPI) increased by 2.4% in 2025 and 2.7% in 2026, for a total of 5.1%. Based on these numbers, staff is proposing an increase of 5.1% overall to all the current fees to reflect the current cost of permit processing and review.

BACKGROUND:
At the June 6, 2024 Board of County Commissioners' Meeting, the Douglas County Community Development Department presented Resolution 2024R-053, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development

Department as provided for in the Douglas County Code, and repealing Resolution 2021R-096, which established and amended the rates, fees, and charges for the Department set in 2021.

The Community Development staff presented two versions of Resolution 2024R-053 for the Board's consideration. Version One would immediately increase the Fee Schedule by 14% on July 1, 2024. Version Two would gradually increase the Fee Schedule by 7% on July 1, 2024, and 7% on January 1, 2025. These increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2022 & 2023). The Board of County Commissioners voted to approve Version One, which immediately increased the Fee Schedule by 14% on July 1, 2024. Resolution 2024R-053 was therefore adopted at that time.

During this meeting, Community Development staff committed to monitor the situation and Fee Schedule throughout the year to evaluate whether to increase the Department fees or maintain the status quo and not increase any fees for the year. Last year, at the July 17th, 2025 Board of County Commissioners Meeting, staff determined that a fee increase was not necessary at that time due to the 14% fee increase that was implemented in 2024 for Planning and Engineering Department fees and the Building Department's modification and increase in valuation based on annual numbers published by the International Code Council (ICC). Additionally, it was determined at the time that with the new Oricle Permitting And Licencing program being developed, fees should wait on the increase until after the fees were established in the system.

This year, Community Development is proposing an increase to the Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2024R-053.

ATTACHMENTS:
2026 Com Dev presentation on fees.pdf
Resolution 2026R-048-CD Fee Schedule Increase.pdf
1.CD 2026 Proposed Fee Chart.pdf
Consumer Price Index (01.2025).pdf
Consumer Price Index (01.2026).pdf



2026 Community Development's Annual Fee Schedule Review- All Departments

Douglas County Community Development Department

Resolution 2026R-048 Suggested Action

- Discussion regarding the adoption of **Resolution 2026R-048**, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, repealing Resolution 2024R-053, which established and amended the rates, fees, and charges for the Department set in 2024. Community Development is recommending an increase in the Fee Schedule by 5.1% on October 1, 2026. These increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026).

Brief History…

- At the June 6, 2024, Board of County Commissioners' Meeting, the Douglas County Community Development Department presented Resolution 2024R-053, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, and repealing Resolution 2021R-096, which established and amended the rates, fees, and charges for the Department set in 2021.
- The Community Development staff presented two versions of Resolution 2024R-053 for the Board's consideration. The Board of County Commissioners voted to approve Version One, which immediately increased the Fee Schedule by 14% on July 1, 2024. Resolution 2024R-053 was therefore adopted at that time.
- During this meeting, Community Development staff committed to monitor the situation and Fee Schedule throughout the year to evaluate whether to increase the Department fees or maintain the status quo and not increase any fees for the year.

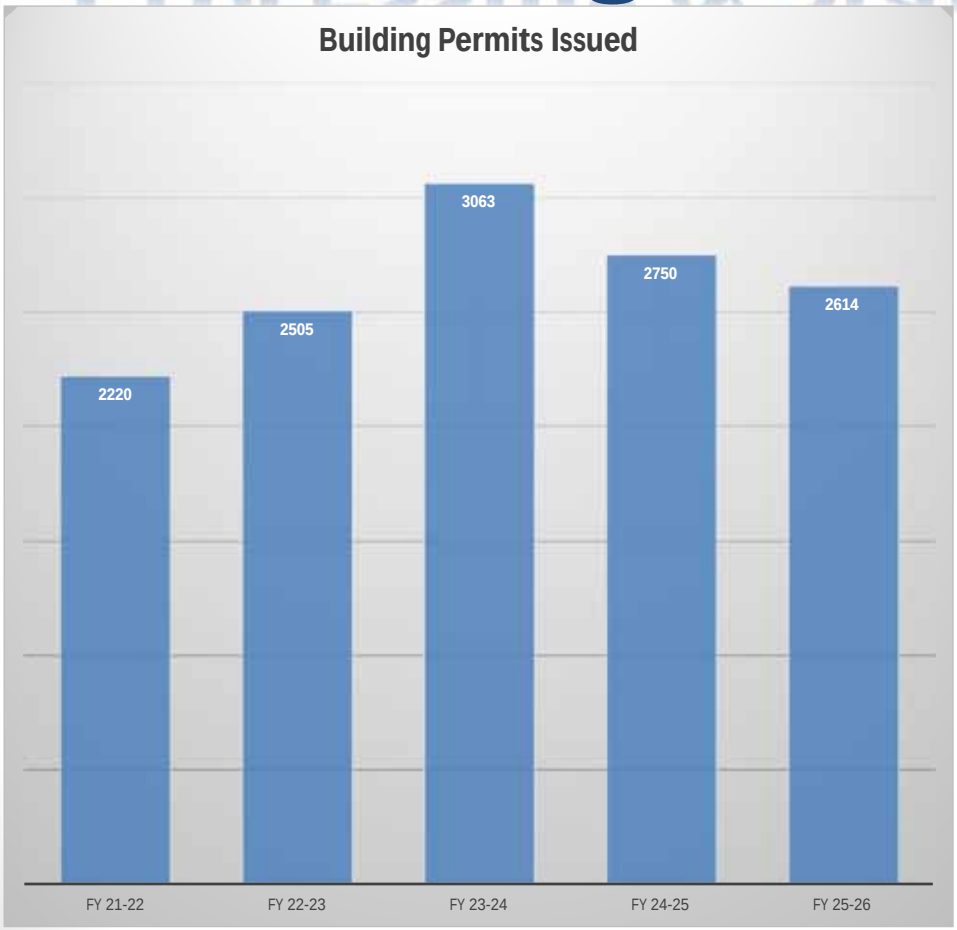
Brief History Continued…

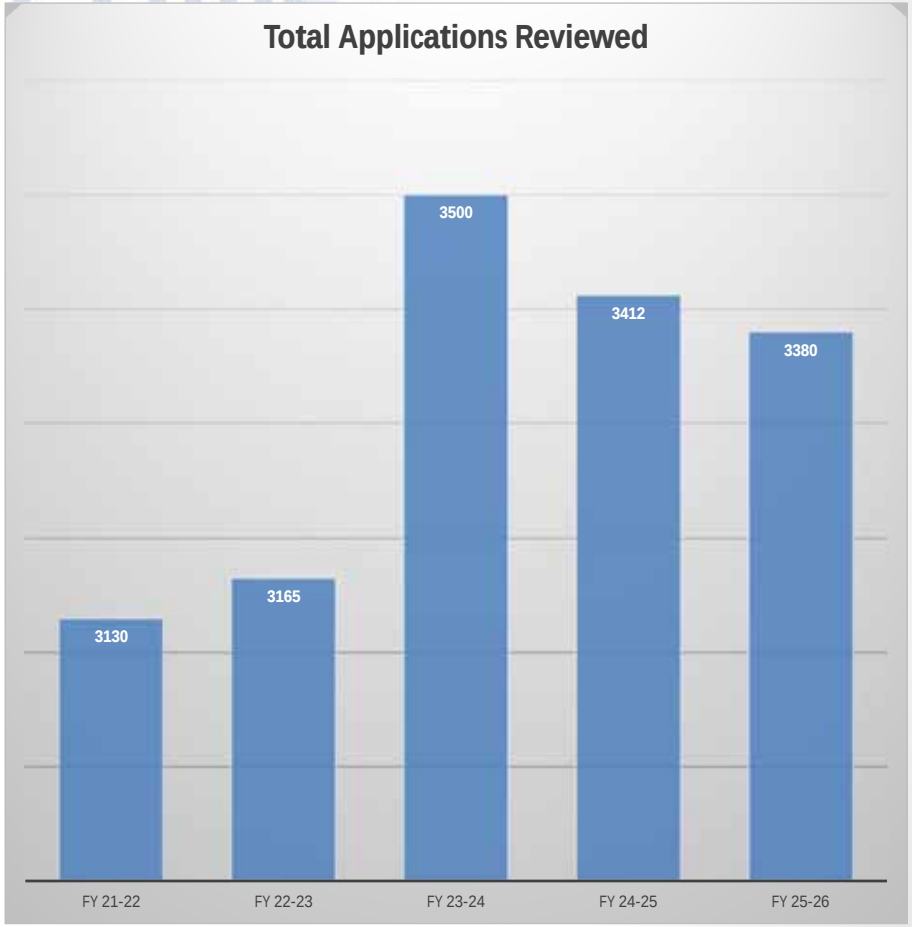
- Last year, at the July 17th, 2025, Board of County Commissioners Meeting, staff determined that a fee increase was not necessary at that time due to the 14% fee increase that was implemented in 2024 for Planning and Engineering Department fees and the Building Department's modification and increase in valuation based on annual numbers published by the International Code Council (ICC).
- This year, Community Development is proposing an increase to the Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2024R-053.

New Fees

- **(A-104) Plan Review Fees (Costs Variable)**~ are subject to retention in the event a permit application is withdrawn. An applicant who withdraws a permit application before a final decision is issued may be eligible for a partial refund of the application fee. The refund amount shall be based on the portion of the review and processing work remaining at the time the application is withdrawn, as determined by the Department.
- **(S-056) Art in Public Places Application Fee ($25)~** New Fee for Art in Public Places Applications based on new code and procedure in Title 20.
- **(CCH-506) Annual Temporary Food Establishment Permit Fee ($150)~ (NAC 446.632)** will provide an opportunity for small or temporary food businesses to participate in events year around with a singular permit and fee. The goal of this permit is to decrease required permit applications and fees for temporary food establishments and increase inspection efficiency while maintaining the safety of the community.
- **(B-616) Non-Refundable [Residential Permit Deposit Fee] ($100)~** This is a non-refundable deposit for all permits based off processing and staff time.
- **(B-617) Non-Refundable [Single Family Dwelling Permit Deposit Fee] ($100)~** This is a non-refundable deposit for all permits based off processing and staff time.
- **(B-618) Non-Refundable [New Commercial Permit Deposit Fee] ($100)~** This is a non-refundable deposit for all permits based off processing and staff time.

Processing & Staff Time…





Douglas County, Nevada

Recommended Motion

- Adopt **Resolution 2026R-048**, immediately increasing the Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2024R-053.

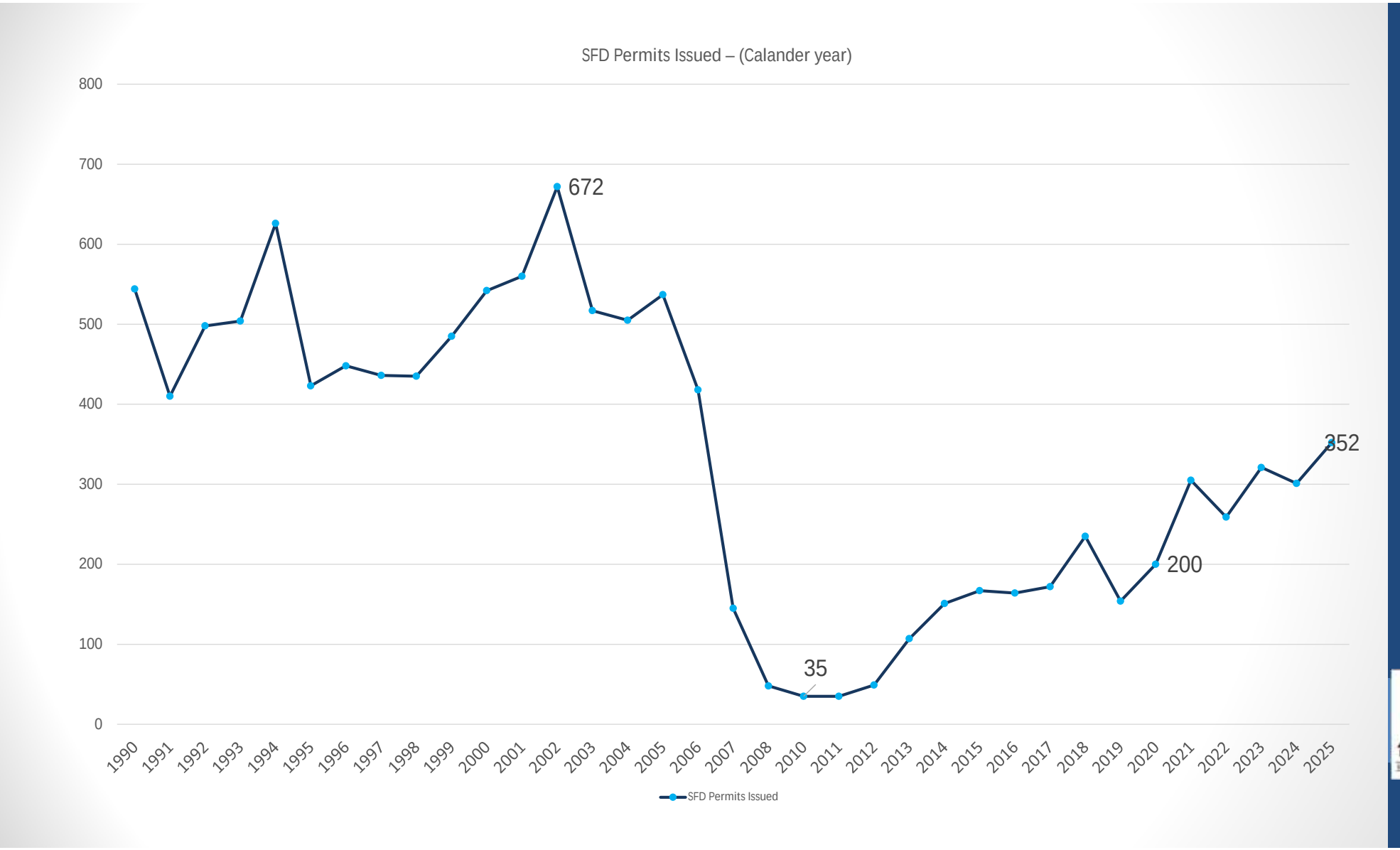
Douglas County, Nevada

Resolution 2026R-052 Suggested Action

- Discussion regarding the adoption of **Resolution 2026R-052**, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Building Department as provided for in the Douglas County Code, repealing Resolution 2021R-107, which established and amended the rates, fees, and charges for the Department set in 2021. Community Development is recommending an increase in the Fee Schedule by 5.1% on November 1, 2026. These increases are based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026).

Brief History...

- The last fee increase for Building was in November 2021 when the Board of County Commissioners (the "Board") directed Community Development to increase all fees by 5%. Two resolutions were created: 1) Resolution 2021R-107 increasing the Building Permit fees by 5% and 2) Resolution 2021R-096 increasing the other fees by 5%. The Board adopted these resolutions and approved the 5% increase. Based on the RCS study and the proposed tentative budget, the Douglas County Community Development Department needs an increase to its current fee schedule because the financial data demonstrates a roughly 20% shortage of revenues to cover the cost of the staff salaries and services, and supplies of the proposed budget.
- At the June 6, 2024, Board of County Commissioners' Meeting, the Douglas County Community Development Department presented Resolution 2024R-053, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, and repealing Resolution 2021R-096, which established and amended the rates, fees, and charges for the Department set in 2021.


SFD Permits Issued – (Calander year)
800
700
600
500
400
300
200
100
0
672
35
200
352
1990
1991
1992
1993
1994
1995
1996
1997
1998
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2003
2004
2005
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2007
2008
2010
2011
2012
2013
2014
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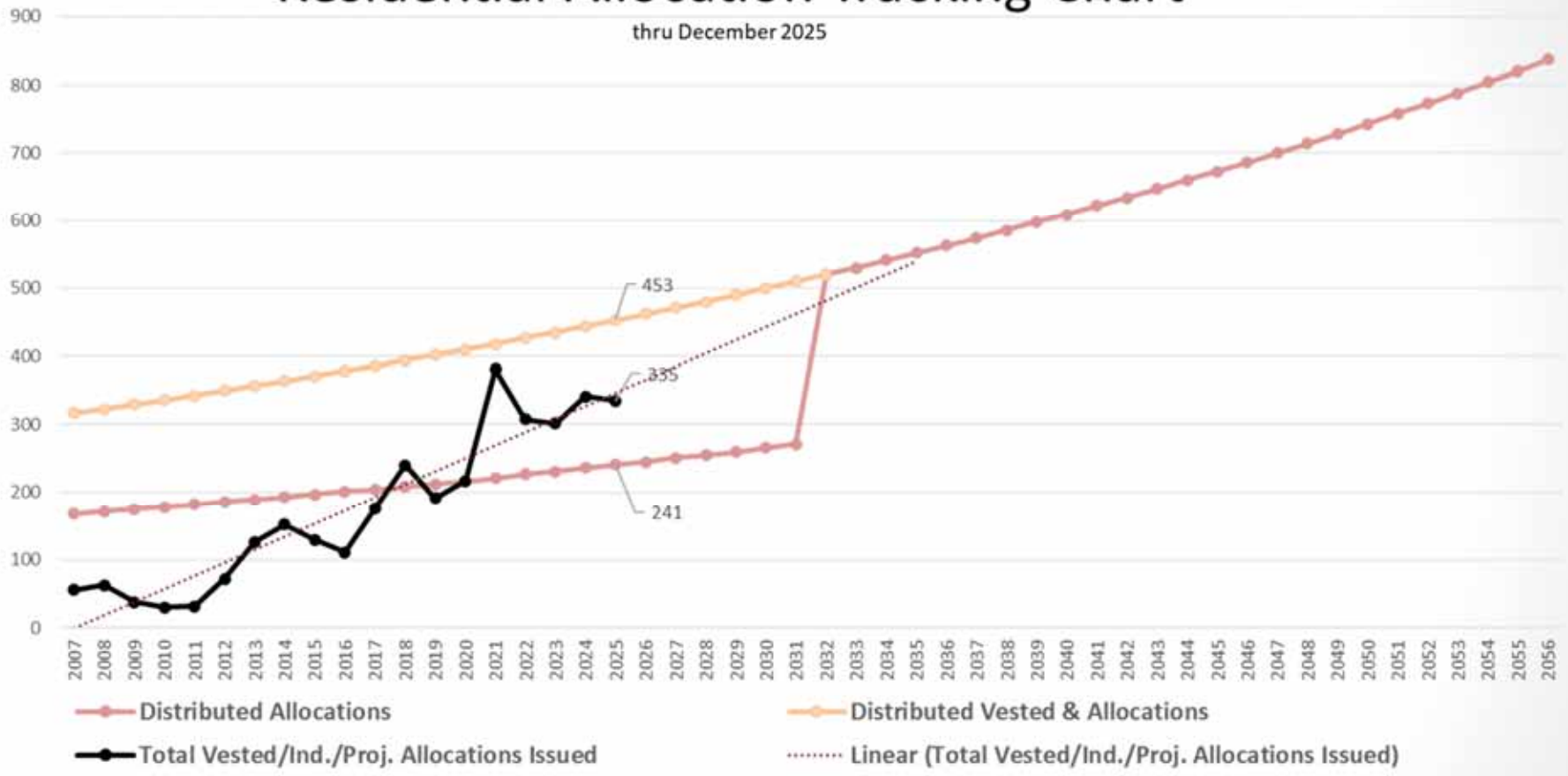
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
SFD Permits Issued

Residential Allocation Tracking Chart



Community Development Permit Activity

Building Permits Issued in 2025 = 2,804

Growth Management Ordinance

Residential Permit Allocations
70 Individual
139 Project
126 Vested
335 Total of 453 for distribution in 2025

Project Allocation Pool: **329 remaining**

Individual Allocation Pool: **1,745 remaining**

Total Permits

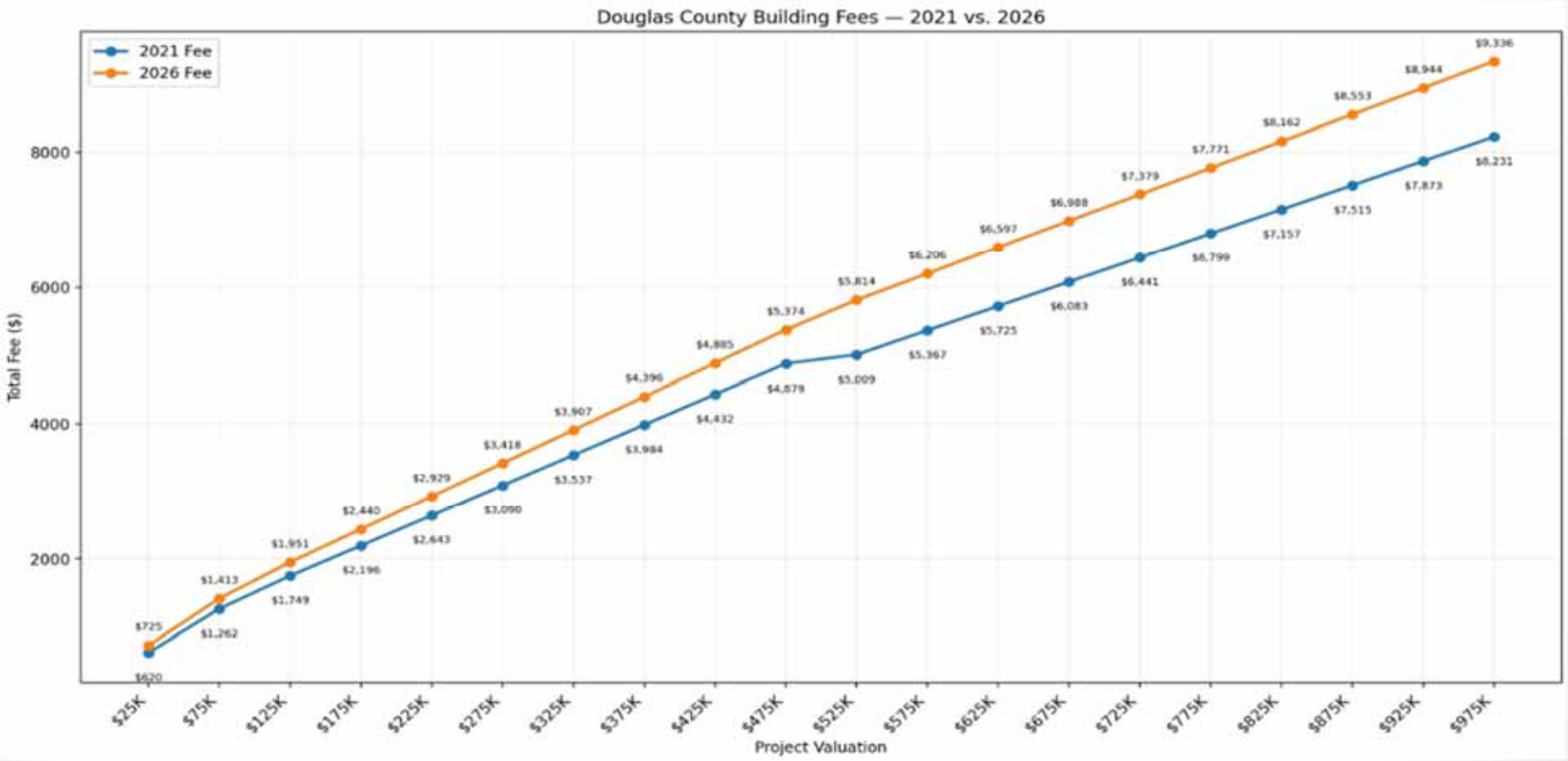
Commercial Permits
142 Tenant Improvements
37 New Build/Rebuild
179 Total

+10%

Single Family Residential – SF & ADU
Eastfork Permits Issued (new units): 340
Tahoe Permits issued (new): 1
Units Created: 341

Multi-Family Residential
Permits Issued: 8 – includes Bldg Shell, and condo units
Units Created: 5

Community Development Fee's Based on Valuation



Community Development Fee examples

BUILDING PERMIT FEE EXAMPLES COMPARISON

Valley Residential – R-3 (Type VB) + 450 sq. ft. Private Garage

EXISTING BUILDING PERMIT FEE EXAMPLES

R-3 Residence (Type VB) + 450 sq. ft. Private Garage
VALLEY RESIDENTIAL MULTIPLIER 1.19

Residence Square Feet	Garage Square Feet	Residence Valuation	Garage Valuation	Total Valuation	Permit Fee (Existing)	Plan Review (65%)	Technology Fee (4% of Permit + Plan Review)	TOTAL FEES (Existing)
1,500	450	$298,755.45	$35,600.04	$334,355.49	$2,198.02	$1,428.71	$145.07	$3,771.80
2,000	450	$398,340.60	$35,600.04	$433,940.64	$2,734.60	$1,777.49	$180.48	$4,692.57
2,500	450	$497,925.75	$35,600.04	$533,525.79	$3,074.70	$1,998.56	$202.93	$5,276.19
3,000	450	$597,510.90	$35,600.04	$633,110.94	$3,508.70	$2,280.65	$231.57	$6,020.92
4,000	450	$796,681.20	$35,600.04	$832,281.24	$4,372.36	$2,842.03	$288.58	$7,502.97

VALUATION CALCULATION

- R-3 (Type VB) residential valuation rate: $167.37 per sq. ft.
- Private garage (Utility/Misc., Type VB): $66.48 per sq. ft.
- Valley Residential multiplier: 1.19
- Formula: Square Feet × Rate × Multiplier (1.19)

FEE CALCULATION (EXISTING)

- **Permit fee:** 2021 fee schedule, using total valuation and charging each additional $1,000 or fraction thereof.
- **Plan review fee:** 65% of permit fee.
- **Technology fee:** 4% of Permit Fee + Plan Review Fee.
- **Total fees shown:** Permit Fee + Plan Review Fee + Technology Fee.

Sources: 2024 Douglas County Building Code Valuation Table; Building Multipliers 2024; Resolution 2021R-107 Building Fee Schedule.
R-3 Type VB = $167.37/sq. ft.; Private garages use Utility/Misc. Type VB = $66.48/sq. ft.; Plan review = 65% of permit fee.

PROPOSED 2026 BUILDING PERMIT FEE EXAMPLES

R-3 Residence (Type VB) + 450 sq. ft. Private Garage
VALLEY RESIDENTIAL MULTIPLIER 1.22

Residence Square Feet	Garage Square Feet	Residence Valuation	Garage Valuation	Total Valuation	Permit Fee	Plan Review (65% of Permit)	Technology Fee (4% of Permit + Plan Review)	TOTAL FEES
1,500	450	$321,933.60	$39,017.43	$360,951.03	$2,482.07	$1,613.35	$163.82	$4,259.24
2,000	450	$429,244.80	$39,017.43	$468,262.23	$3,097.67	$2,013.49	$204.45	$5,315.61
2,500	450	$536,556.00	$39,017.43	$575,573.43	$3,620.92	$2,353.60	$238.98	$6,213.50
3,000	450	$643,867.20	$39,017.43	$682,884.63	$4,108.84	$2,670.75	$271.18	$7,050.77
4,000	450	$858,489.60	$39,017.43	$897,507.03	$5,089.24	$3,308.01	$335.89	$8,733.14

VALUATION CALCULATION

- R-3 (Type VB) Residential Valuation Rate: $175.92 per sq. ft.
- Private Garage (Utility/Misc., Type VB) Rate: $71.07 per sq. ft.
- Formula: Square Feet × Rate × Multiplier (1.22)

FEE CALCULATION

- **Permit Fee:** Determined from 2026 Building Permit Fee Table using total valuation (per $1,000 of fraction thereof).
- **Plan Review Fee:** 65% of Permit Fee.
- **Technology Fee:** 4% of (Permit Fee + Plan Review Fee).

Sources: 2026 Douglas County Building Code Valuation Table (R-3 Type VB = $175.92/sq. ft.; Utility/Misc. Type VB = $71.07/sq. ft.)
Building Valuation Area Multipliers (Valley Residential = 1.22) • 2026 Building Division Fee Schedule

Community Development Fee examples

BUILDING PERMIT FEE EXAMPLES COMPARISON

Lake Residential – R-3 (Type VB) + 450 sq. ft. Private Garage

EXISTING BUILDING PERMIT FEE EXAMPLES

R-3 Residence (Type VB) + 450 sq. ft. Private Garage

LAKE RESIDENTIAL MULTIPLIER 1.42

Residence Square Feet	Garage Square Feet	Residence Valuation	Garage Valuation	Total Valuation	Permit Fee (Existing)	Plan Review (65%)	Technology Fee (4% of Permit + Plan Review)	TOTAL FEES (Existing)
1,500	450	$356,498.10	$42,480.72	$398,978.82	$2,544.90	$1,654.19	$167.96	$4,367.05
2,000	450	$475,330.80	$42,480.72	$517,811.52	$3,005.26	$1,953.42	$198.35	$5,157.03
2,500	450	$594,163.50	$42,480.72	$636,644.22	$3,521.72	$2,289.12	$232.43	$6,043.27
3,000	450	$712,996.20	$42,480.72	$755,476.92	$4,038.18	$2,624.82	$266.52	$6,929.52
4,000	450	$950,661.60	$42,480.72	$993,142.32	$5,071.10	$3,296.22	$334.69	$8,702.01

VALUATION CALCULATION

- R-3 (Type VB) residential valuation rate: $167.37 per sq. ft.
- Private garage (Utility/Misc., Type VB): $66.48 per sq. ft.
- Lake Residential multiplier: 1.42

FEE CALCULATION (EXISTING)

- **Permit Fee:** 2021 fee schedule, using total valuation and charging each additional $1,000 or fraction thereof.
- **Plan review fee:** 65% of permit fee.
- **Technology fee:** 4% of Permit Fee + Plan Review Fee.
- Total fees shown: Permit Fee + Plan Review Fee + Technology Fee.

Sources: 2024 Douglas County Building Code Valuation Table (R-3 Type VB = $167.37/sq. ft.; Utility/Misc. Type VB = $66.48/sq. ft.)
Building Valuation Area Multipliers (Lake Residential = 1.42) • Resolution 2021R-107 Building Fee Schedule

Note: Fees shown are for illustration only. Final building permit valuation is set by the Building Official.

PROPOSED 2026 BUILDING PERMIT FEE EXAMPLES

R-3 Residence (Type VB) + 450 sq. ft. Private Garage

LAKE RESIDENTIAL MULTIPLIER 1.66

Residence Square Feet	Garage Square Feet	Residence Valuation	Garage Valuation	Total Valuation	Permit Fee	Plan Review (65% of Permit)	Technology Fee (4% of Permit + Plan Review)	TOTAL FEES
1,500	450	$437,489.20	$53,302.47	$490,791.67	$2,979.41	$1,936.62	$196.64	$5,112.67
2,000	450	$583,318.40	$53,302.47	$636,620.87	$3,894.30	$2,531.30	$257.03	$6,682.63
2,500	450	$729,147.60	$53,302.47	$782,450.07	$4,672.84	$3,036.35	$308.36	$8,017.55
3,000	450	$874,976.80	$53,302.47	$928,279.27	$5,387.22	$3,502.69	$355.59	$9,245.50
4,000	450	$1,166,635.20	$53,302.47	$1,219,937.67	$6,988.04	$4,542.23	$461.21	$11,991.48

VALUATION CALCULATION

- R-3 (Type VB) Residential Valuation Rate: $175.92 per sq. ft.
- Private Garage (Utility/Misc., Type VB) Rate: $71.07 per sq. ft.
- Lake Residential Multiplier: 1.66

FEE CALCULATION

- **Permit Fee:** Determined from 2026 Building Permit Fee Table using total valuation (per $1,000 or fraction thereof).
- **Plan Review Fee:** 65% of Permit Fee.
- **Technology Fee:** 4% of Permit Fee + Plan Review Fee.
- **Total Fees shown:** Permit Fee + Plan Review Fee + Technology Fee.

Sources: 2026 Douglas County Building Code Valuation Table (R-3 Type VB = $175.92/sq. ft.; Utility/Misc. Type VB = $71.07/sq. ft.)
Building Valuation Area Multipliers (Lake Residential = 1.66) • 2026 Building Division Fee Schedule

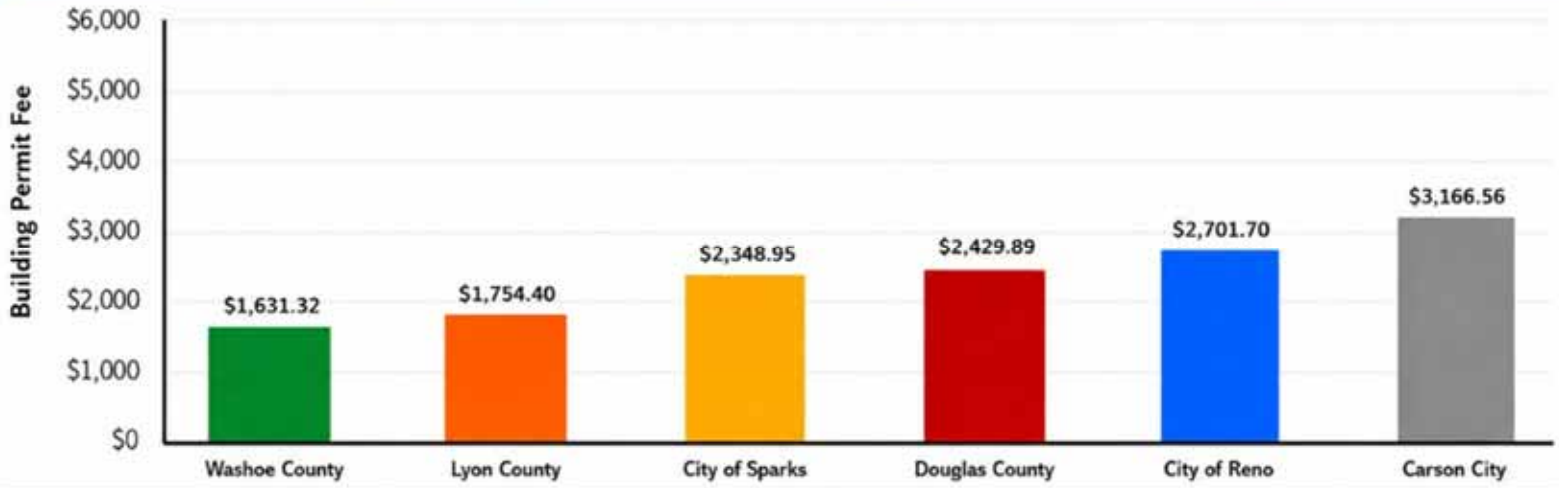
Note: Fees shown are for illustration only and subject to change. Other fees may apply.

Example: 2000 sf SFD

Building Permit Fee Comparison

2,000 Sq. Ft. Single-Family Home | Group R-3 | Type VB Construction

(Building Permit Fee Only – Excludes Plan Review, Technology, Fire, Utility, and Impact Fees)



Jurisdiction	Valuation Source (R-3, Type VB)	Square Foot Value	Calculated Valuation (2,000 sq. ft.)	Permit Fee Calculation	Building Permit Fee (Only)
Washoe County	Washoe County Table	$94.99	$189,980	$1,097.62 + (90 × $5.93)	**$1,631.32**
Lyon County	Lyon County Table	$167.37	$334,740	$767.40 + (235 × $4.20)	**$1,754.40**
City of Sparks	Sparks Table	$170.80	$341,600	$993.75 + (242 × $5.60)	**$2,348.95**
Douglas County	Douglas County (2026 Valuation Table)	$175.92	$351,840	$994.37 + (252 × $5.70)	**$2,429.89**
City of Reno	Reno Table	$175.92	$351,840	$1,139.30 + (252 × $6.20)	**$2,701.70**
Carson City	Carson City Table	$175.92	$351,840	60% of (1.5% of $351,840)	**$3,166.56**

Notes:

1. All valuations are for a 2,000 square foot single-family home, Group R-3, Type VB construction.
2. Building permit fee only. Does not include plan review, technology fees, fire fees, utility fees, impact fees, or other applicable fees.
3. Washoe County square foot value and fee calculation per Washoe County Building Fees (Rev. 7/31/26): R-3, VB = $94.99/sq. ft.; $1,097.62 for first $100,000 + $5.93 per additional $1,000.
4. Lyon County square foot value and fee calculation per Lyon County fee schedule: R-3, VB = $115.05/sq. ft.; $1,054.40 for first $100,000 + $5.38 per additional $1,000.
5. City of Sparks uses ICC valuation of $170.80/sq. ft.; 2,000 sq. ft. valuation = $341,600. Permit fee per Sparks fee schedule: $993.75 for first $100,000 + $5.60 per additional $1,000.
6. Carson City: 1.5% of $351,840 = $5,277.60, and 60% of that amount = $3,166.56.
7. Douglas County uses the 2026 valuation table with no multiplier applied. 2,000 sq. ft. valuation = $351,840. Permit fee per 2026 fee schedule: $994.37 + (252 × $5.70).
8. City of Reno valuation $175.92/sq. ft.; 2,000 sq. ft. valuation = $351,840. Permit fee = $1,139.30 for the first $100,000 plus $6.20 for each additional $1,000 or fraction thereof; 252 increments: total $2,701.70.

For comparison purposes only.
Verify current fees with each jurisdiction.

Brief History Continued…

- At that time, due to the recent approval of Appendix B, the building valuation determination process was modified. Staff felt that the modification and increase in valuation, based on annual numbers published by the International Code Council (ICC), helped normalize the Building Department's permit fees. Therefore, a new resolution to increase the Building Permit fees was not being proposed at that time. Staff continued to monitor the situation and permit fees generated from this big change in the valuation calculation and to make future adjustments as necessary.
- This year, Community Development is proposing an increase to the Building Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2021R-107.

Recommended Motion

- Adopt **Resolution 2026R-052**, immediately increasing the Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2021R-107.

Resolution 2026R-016 Suggested Action

- Discussion regarding the adoption of **Resolution 2026R-016**, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, repealing Resolution 2022R-089, which established and amended the rates, fees, and charges for the Department set in 2022. Community Development is recommending an increase in the Fee Schedule by 15% on November 1, 2026. These increases are based on the Board of County Commissioners' desire to self-fund the administration of the Vacation Home Rentals. As part of the code revisions for the program, permitting and enforcement, the fees must be revised to reflect staff and DCSO support to the program.

Brief History…

- In 2021, The Douglas County Board of Commissioners approved the formation of both a Vacation Home Rental Advisory Board and the formation of a self-funded administration of the VHR code 20.622. The administration includes a Program Manager, a District Attorney resource, two code officers, two DCSO Officers, and a VHR Coordinator. The administration is entirely funded through permit fees only.
- Douglas County Board of Commissioners ("Board") has determined that the County rates, fees and charges for services provided by the Vacation Home Rental Department related to the administration and enforcement of the County's Vacation Home Rental (VHR) program should be set at a level which, at a minimum, reasonably reimburses the County for all costs incurred in providing VHR services of investigation, monitoring, permitting and enforcement.

Vhr Fees...

The filing fee for VACATION HOME RENTAL PERMIT applications are as follows:

VHR Fee Schedule Fiscal Impact Analyses	Tier 1 1-4 True Host		
	Existing	Proposed	Difference
Application Fee - New	~~$ 590.00~~	$ 690.00	15%
4% Technology Fee - New	~~$ 23.60~~	$ 27.14	15%
Application Fee - Renewal	~~$ 475.00~~	$ 546.00	15%
4% Technology Fee - Renewal	~~$ 19.00~~	$ 21.85	15%

VHR Fee Schedule Fiscal Impact Analyses	Tier 2 10 or less		
	Existing	Proposed	Difference
Application Fee - New	~~$ 2,070.00~~	$ 2,381.00	15%
4% Technology Fee - New	~~$ 82.80~~	$ 95.22	15%
Application Fee - Renewal	~~$ 1,540.00~~	$ 1,771.00	15%
4% Technology Fee - Renewal	~~$ 61.60~~	$ 70.84	15%

VHR Fee Schedule Fiscal Impact Analyses	Tier 3 Greater than 10		
	Existing	Proposed	Difference
Application Fee - New	~~$ 4,735.00~~	$ 5,445.00	15%
4% Technology Fee - New	~~$ 189.40~~	$ 217.81	15%
Application Fee - Renewal	~~$ 4,260.00~~	$ 4,889.00	15%
4% Technology Fee - Renewal	~~$ 170.40~~	$ 195.96	15%

VHR Fee Schedule Fiscal Impact Analyses	General Service Fees		
Waitlist Fee	~~$ 120.00~~	$ 138.00	15%
4% Technology Fee - Waitlist	~~$ 4.80~~	$ 5.52	15%
VHR Appeal Application for staff decision	$ 300.00		
Board of County Commission Appeal Application for VHR Advisory Board decision	$ 875.00		

Douglas County, Nevada

Brief History Continued…

- Permit fees were last increased in 2022 and the mix of new permits to renewals as well as VHR volume has allowed the program to stay within tolerance of fees to costs of the program. in the current fiscal year, this balance will go negative as the mix is more renewal now which is lower in cost for renewals.
- This year, Community Development is proposing an increase to the Vacation Home Rental Fee Schedule by 15% on November 1, 2026, and repealing Resolution 2022R-089.

Recommended Motion

- Adopt **Resolution 2026R-016**, immediately increasing the Fee Schedule by ~15% on November 1, 2026, and repealing Resolution 2022R-089.

Douglas County, Nevada



Douglas County, Nevada

RESOLUTION NUMBER 2026R-048

A Resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, proposing a 5.1% increase to the 2026 Community Development Fee Schedule on November 1, 2026, and repealing Resolution 2024R-053, which established and amended the rates, fees, and charges for the Department in 2024.

WHEREAS, Chapter 278 of Nevada Revised Statutes (NRS) authorizes the governing body to determine applicable fees for development; and

WHEREAS, Douglas County Code ("DCC") section 20.40 authorizes the Douglas County Board of Commissioners to set rates, fees, and charges by resolution; and

WHEREAS, rates, fees, and charges were previously set by Resolution Numbers 2009R-024 in 2009, 2014R-090 in 2014, 2016R-063 in 2016, 2018R-035 in 2018, 2019R-031 in 2019, 2021R-096 in 2021, 2024R-053 in 2024; and

WHEREAS, the last year that fees across all of the Community Development Department were adjusted based on the Consumer Price Index (CPI) was 2024. According to the Western Urban Nonseasonally Adjusted Consumer Price Index (CPI) that is published annually by the US Department of Labor percentage, the CPI increase for 2025 was 2.4% and 2026 was 2.7%, with a combined increase of 5.1%; and

WHEREAS, fees will need to be increased and/or reviewed on an annual basis based on direction from an internal Finance Audit by Moss Adams in 2019; and

WHEREAS, fees will be increased by 5.1 percent based on thorough research and fee analysis from staff and the Western Urban Nonseasonally Adjusted Consumer Price Index (CPI); and

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of County Commissioners finds that all fees for the Community Development Department shall be created, adjusted, or increased as set forth in Exhibit A (attached hereto); and

SECTION I: RESOLUTION 2024R-053 is hereby repealed in its entirety and replaced with Resolution 2026R-048.

SECTION II: Administrative Division: the following miscellaneous administrative filing fees related to Community Development permits are established pursuant to Title 20, chapter 20.40 of the DCC Code as shown in Exhibit A. This section adds an additional fee as listed in Exhibit A, to include a retention fee for withdrawn applications after Plan Review is completed.

SECTION III: Planning Division: the following development permit applications categorized as zoning permits, land division permits, miscellaneous development applications, and their associated filing fees are established pursuant to Title 20, chapter 20.40 of the DCC Code as shown in exhibit A. This section adds an additional fee that needs clarifying for an additional application and updates certain fees as Flat Fees as listed in Exhibit A.

SECTION IV: Engineering Division: the following development applications, floodplain development applications, and their filing fees are established pursuant to Title 20, chapter 20.40 of the DCC Code as shown in Exhibit A.

SECTION V: Carson City Health and Human Services: the following Carson City Health and Human Services applications and fees as established pursuant to Title 20, chapter 20.40 of the DCC Code as shown in Exhibit A. This section adds an additional fee that needs clarifying for an additional permit as listed in Exhibit A. These fees are based on an existing contract with Carson City Health and Human Services, which provide such services.

SECTION VI: Building Division: the following miscellaneous development applications and their filing fees are established pursuant to Title 20, chapter 20.40 of the DCC Code as shown in Exhibit A. This section adds additional fees that need clarifying for associated permits as listed in Exhibit A, to include a non-refundable deposit fee for certain types of permits.

SECTION VI: All fees are subject to retention in the event a project is withdrawn after staff work has already been initiated.

SECTION VII: This resolution and 5.1 % increase shall become effective on November 1, 2026.

ADOPTED this Seventeenth Day of September 2026 is shown by the following vote:

Ayes:	Commissioners:	_____
		_____
		_____
		_____
		_____
Nays:	Commissioners:	_____
		_____
Absent:	Commissioners:	_____
		_____

_____
Mark Gardner, Chair
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans
Douglas County Clerk

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. # (A-Admin. S-Study E-Engineering CCH -Carson City Health B-Building)	Exhibit - A Community Development Fee Schedule by Divisions Section II - Administrative Division Miscellaneous Administrative Fees	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Proposed Fee	Tech Fee (+4%)	Proposed Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Proposed Fee	Tech Fee (+4%)	Proposed Total Fee	Difference in fee ($)
A-100	The fee for a **PUBLIC RECORDS REQUEST** *is* the cost of ink, toner, paper, media and postage for providing a copy of any public record. Pursuant to NRS 239.054, additional fees shall apply if the request pertains to the provision of information from geographic information system, in which case the reasonable cost(s) related to the following shall be charged: gathering and entry of data into the system; maintenance and updating of the database; hardware; software; quality control; and consultation with personnel. **<No Change to this fee - Fee based on the actual cost of request>**	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-
A-101	**Administrative Service Fee** - required if the processing of any application requires that the County procure outside consulting or other professional services. The applicant shall reimburse the County for all costs incurred plus equal to ten percent (10%) of the cost. **<No change to this fee>**	**Cost Incurred + 10%**	**-**	**Cost Incurred + 10%**	-	**Cost Incurred + 10%**	**-**	**Cost Incurred + 10%**	-
A-102	**Financial Security Agreements**	$543.00	$21.72	$564.72	$68.64	$571.00	$22.84	$593.84	$29.12
A-103	**Financial Security Agreements** - If the county must draw on the security, an additional fee shall be charged per draw.	$204.00	$8.16	$212.16	$26.00	$214.00	$8.56	$222.56	$10.40
A-104	**All Plan Review Fees are subject to retention in the event a permit application is withdrawn. An applicant who withdraws a permit application before a final decision is issued may be eligible for a partial refund of the application fee. The refund amount shall be based on the portion of the review and processing work remaining at the time the application is withdrawn, as determined by the Department.**	N/A	N/A	N/A	N/A	**Cost Variable**	**4%**	**Cost Variable**	**Cost Variable**
S-060	**Technology Fee** (**4%** will be applied to each component of each permit, plan review, development application, land division application, additional inspection, additional review or other submission processed by Community Development) - (Shall not be applied to water rights application) **<No change to this fee>**	-	**4%**	-	-	-	**4%**	-	-

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section III - Planning Division Zoning Permits	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
S-001	Abandonment of Right of Way	$2,242.00	$89.68	$2,331.68	$286.00	$2,356.00	$94.24	$2,450.24	$118.56
S-002	Abandonment *Administrative* (Public Utility)	$833.00	$33.32	$866.32	$106.08	$875.00	$35.00	$910.00	$43.68
S-003	Annexation (town Annexation process to BOCC)	$718.00	$28.72	$746.72	$91.52	$754.00	$30.16	$784.16	$37.44
S-004	NNDA Certified Site Document Review	$598.00	$23.92	$621.92	$75.92	$629.00	$25.16	$654.16	$32.24
S-005	Commercial Floor Area	$803.00	$32.12	$835.12	$101.92	$844.00	$33.76	$877.76	$42.64
S-006	Density Bonus Agreement	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-007	Development Agreement plus costs for outside consulting or other professional services required by the Director.	$5,176.00	$207.04	$5,383.04	$660.40	$5,440.00	$217.60	$5,657.60	$274.56
S-008	Major Design Review (DR)	$2,933.00	$117.32	$3,050.32	$374.40	$3,082.00	$123.28	$3,205.28	$154.96
S-009	Minor Design Review / Minor Design Review-Hillside Development	$543.00	$21.72	$564.72	$68.64	$571.00	$22.84	$593.84	$29.12
	Minor Design Review-Accessory Dwelling / Container Review	$395.00	$15.80	$410.80	$49.92	$415.00	$16.60	$431.60	$20.80
	Minor Design Review-Renewable Energy System**	$409.00	$16.36	$425.36	$52.00	$430.00	$17.20	$447.20	$21.84
S-010	Gaming District Overlay	$6,524.00	$260.96	$6,784.96	$833.04	$6,856.00	$274.24	$7,130.24	$345.28
S-011	Land Bank Application	$598.00	$23.92	$621.92	$75.92	$629.00	$25.16	$654.16	$32.24
S-012	Maintenance District - Title 20.470	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-013	Master Plan Map Amendment (MPMA) - No fee for Douglas County agencies	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-014	Master Plan Text Amendment (MPTA) - No fee for Douglas County agencies	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-015	Mixed-Use Commercial/Planned Development (not involving a TSM or variance request) Base fee	$6,524.00	$260.96	$6,784.96	$833.04	$6,856.00	$274.24	$7,130.24	$345.28
	plus ~~$22~~ $23 per dwelling unit over 50 units	$22 per unit over 50 units	4% of fee	TBD	$2 per unit	$23 per unit over 50 units	4% of fee	TBD	$1 per unit
S-016	Mixed-Use Commercial/Planned Development (involving a tentative subdivision map or variance request)	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section III - Planning Division Zoning Permits	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
S-017	Modification to a Conservation Easement	$1,316.00	$52.64	$1,368.64	$167.44	$1,383.00	$55.32	$1,438.32	$69.68
S-018	Modification to the development schedule for a Planned Developement	$918.00	$36.72	$954.72	$116.48	$965.00	$38.60	$1,003.60	$48.88
S-019	Major Modification - 80% of current application fee (excludes PD, MUC or Specific Plan)	80% of current application fee	4% of fee	TBD	TBD	80% of current application fee	4% of fee	TBD	TBD
S-020	Minor Modification	$680.00	$27.20	$707.20	$86.32	$715.00	$28.60	$743.60	$36.40
	Planning Division Review of Building Plans (~~$59.00~~ $62.00 SF) X Building Modification Size (sq. ft.)	$59.00	$2.36	$61.36	$6.78	$62.00	$2.48	$64.48	$3.12
	Planning Division Review of Building Plans (~~$239~~ $251 Com/Ind/MF) X Building Modification Size (sq. ft.)	$239.00	$9.56	$248.56	$30.16	$251.00	$10.04	$261.04	$12.48
S-021	Pre-Application Meeting	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
S-022	Reimbursement Agreement - plus costs for outside consulting or other professional services required by the Director.	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-023	Sign Review	$136.00	$5.44	$141.44	$16.64	$143.00	$5.72	$148.72	$7.28
S-024	Master Sign Plan - charged in addition to Sign Review	$272.00	$10.88	$282.88	$34.32	$286.00	$11.44	$297.44	$14.56
	Sign, Illegal - Impound Fee (collected prior to release)	$103.00	$4.12	$107.12	$12.48	$109.00	$4.36	$113.36	$6.24
S-025	Sign Permit, Temporary - Annual	$75.00	$3.00	$78.00	($46.80)	**$50.00**	**$2.00**	**$52.00**	**($26.00)**
	Sign Permit, "A" Frame, one per business - Renewal not required.	$75.00	$3.00	$78.00	($16.64)	**$75.00**	**$3.00**	**$78.00**	**No Change**
	Sign Permit, Temporary / Single Event	$35.00	$1.40	$36.40	$4.16	**$35.00**	**$1.40**	**$36.40**	**No Change**
S-026	Special Use Permit	$2,633.00	$105.32	$2,738.32	$335.92	$2,767.00	$110.68	$2,877.68	$139.36
	Special Use Permit (Renewable Energy System**)	$926.00	$37.04	$963.04	$117.52	$974.00	$38.96	$1,012.96	$49.92
S-027	Specific Plan (Base fee **plus** ~~**$20**~~ **$24** per dwelling unit over 50 units)	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-028	Street Name Change (no fee for governmental agency)	$680.00	$27.20	$707.20	$86.32	$715.00	$28.60	$743.60	$36.40
	Street Name Sign, Single	$272.00	$10.88	$282.88	$34.32	$286.00	$11.44	$297.44	$14.56
	Street Name Sign, Double, unless provided for as part of a development agreement, required by a condition of approval for any development application, or requested by a governmental agency.	$340.00	$13.60	$353.60	$42.64	$358.00	$14.32	$372.32	$18.72
	Street Name Sign, Single (existing pole)	$92.00	$3.68	$95.68	$11.44	$97.00	$3.88	$100.88	$5.20
S-029	Temporary Use Permit	$237.00	$9.48	$246.48	$30.16	$249.00	$9.96	$258.96	$12.48
S-030	Transfer of Development Rights	$137.00	$5.48	$142.48	$16.64	$144.00	$5.76	$149.76	$7.28
S-031	Major Variance	$2,933.00	$117.32	$3,050.32	$374.40	$3,082.00	$123.28	$3,205.28	$154.96
S-032	Minor Variance	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-033	Variance to Improvement Standards (with Subdivision or PM application)	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-034	Zoning Map Amendment	$5,925.00	$237.00	$6,162.00	$756.08	$6,227.00	$249.08	$6,476.08	$314.08
	(Discounted fee if filed with a MPMA)	$2,633.00	$105.32	$2,738.32	$335.92	$2,767.00	$110.68	$2,877.68	$139.36
S-035	Zoning Text Amendment (No fee for Staff or other Gov't Agency)	$5,925.00	$237.00	$6,162.00	$756.08	$6,227.00	$249.08	$6,476.08	$314.08

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	**Section III - Planning Division Land Division Applications**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
S-036	Amended Parcel Map	$1,765.00	$70.60	$1,835.60	$224.64	$1,855.00	$74.20	$1,929.20	$93.60
S-037	Amended Subdivision Map	$3,397.00	$135.88	$3,532.88	$433.68	$3,570.00	$142.80	$3,712.80	$179.92
S-038	Boundary Line Adjustment	$1,185.00	$47.40	$1,232.40	$150.80	$1,246.00	$49.84	$1,295.84	$63.44
S-039	Division of Land into Large Parcels, Tentative ***NRS 278.4713.1(c) ~ Charge no more than $750 per NRS**	$750.00	$30.00	$780.00	($39.52)	$750.00	$30.00	$780.00	$0.00
S-040	Division of Land into Large Parcels, Final (To BOCC)	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee
S-041	Lot Consolidation/Reversion to Acreage	$1,185.00	$47.40	$1,232.40	$150.80	$1,246.00	$49.84	$1,295.84	$63.44
S-042	Map Merger/Re-Subdivision (Subdivision)	$5,096.00	$203.84	$5,299.84	$650.00	$5,356.00	$214.24	$5,570.24	$270.40
S-043	Tentative Parcel Map	$2,718.00	$108.72	$2,826.72	$346.32	$2,857.00	$114.28	$2,971.28	$144.56
S-044	Final Parcel Map	$918.00	$36.72	$954.72	$116.48	$965.00	$38.60	$1,003.60	$48.88
S-045	Tentative Subdivision Map (Base fee **plus ~~$20~~ $24** per dwelling unit over 50 units)	$5,096.00	$203.84	$5,299.84	$650.00	$5,356.00	$214.24	$5,570.24	$270.40
S-046	Final Subdivision Map	$1,324.00	$52.96	$1,376.96	$168.48	$1,392.00	$55.68	$1,447.68	$70.72
Ref. #	**Section III - Planning Division Miscellaneous Applications**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
S-048	Appeal of staff decision To Planning Commission (PC)	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-049	Appeal PC decision to Board of County Commission	$1,047.00	$41.88	$1,088.88	$133.12	$1,101.00	$44.04	$1,145.04	$56.16
S-050	Planning Commission Determination	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-051	Continuance (requested by Applicant prior to noticing being sent)	$718.00	$28.72	$746.72	$91.52	$754.00	$30.16	$784.16	$37.44
	Rehearing (by Applicant or other party with standing) or Continuance (requested by Applicant after noticing has been sent) - no fee for staff or another governmental agency.	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-052	Time Extension, Administrative (by Applicant)	$478.00	$19.12	$497.12	$60.32	$503.00	$20.12	$523.12	$26.00
S-053	Time Extension for an Item Requiring a Public Hearing (by Applicant)	$1,496.00	$59.84	$1,555.84	$190.32	$1,573.00	$62.92	$1,635.92	$80.08
S-054	Zoning Determination Letter	$119.00	$4.76	$123.76	$14.56	$125.00	$5.00	$130.00	$6.24
	Flood Zone Letter	$119.00	$4.76	$123.76	$14.56	$125.00	$5.00	$130.00	$6.24
S-055	Misc./Additional Planning Services per hour of service	$62.00	$2.48	$64.48	$7.28	$65.00	$2.60	$67.60	$3.12
S-056	**Art in Public Places Application**	**N/A**	**N/A**	**N/A**	**N/A**	**$25.00**	**$1.00**	**$26.00**	**New Fee**

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	Section III - Code Enforcement/Vacation Home Rental Division Miscellaneous Applications new fees not included in 2021R-066	Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
S-062	Abatement Process - see 20.691.270 Administrative overhead fee	Actual Abatement Costs +20%	-	TBD	No Change	Actual Abatement Costs +20%	-	TBD	No Change
S-063	Illegal Sign Impound	$103.00	$4.12	$107.12	$12.48	$109.00	$4.36	$113.36	$6.24
S-064	Code Enforcement Appeal to Director	$228.00	$9.12	$237.12	$29.12	$239.00	$9.56	$248.56	$11.44
S-065	VHR Appeal to VHR Advisory Board	$342.00	$13.68	$355.68	$43.68	$359.00	$14.36	$373.36	$17.68
S-066	VHR Appeal to BOCC	$997.00	$39.88	$1,036.88	$126.88	$1,048.00	$41.92	$1,089.92	$53.04

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section IV - Engineering Division Development Applications	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
E-100	Certificate of Amendment	$308.00	$12.32	$320.32	$38.48	$324.00	$12.96	$336.96	$16.64
E-101	Change Order for SIP (also requires plan review fee and permit fee based on the cost of the added work)	$1.00	$0.04	$1.04	$0.00	Calculate per **E-106 & E-107.**			No Change
E-102	Domestic Well Credit Application and Agreement	$247.00	$9.88	$256.88	$31.20	$259.00	$10.36	$269.36	$12.48
E-103	**Encroachment Permit** (below fees may also be charged when applicable)	$136.00	$5.44	$141.44	$16.64	$143.00	$5.72	$148.72	$7.28
	Excavation or Direct Burial - ~~$85~~ $89 or ~~$0.11~~ $0.12 per linear foot. Whichever is greater.	$85 min - TBD	4%	$88.40 min - TBD	$10.40 min - TBD	$89 min - TBD	4%	$92.56 min - TBD	$4.16 min - TBD
	Street Boring (per bore)	$59.00	$2.36	$61.36	$6.76	$62.00	$2.48	$64.48	$3.12
	Street Cutting + Pavement Condition Index Fee	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
	PCI 0-55 (or greater than 15 years) Saw cut L.F. x ~~$0.60~~ $0.63	$0.60	$0.02	$0.62	$0.08	$0.63	$0.03	$0.65	$0.03
	PCI 56-69 (or 11-15 years) Saw cut L.F. x ~~$1.20~~ $1.26	$1.20	$0.05	$1.24	$0.15	$1.26	$0.05	$1.31	$0.06
	PCI 70-85 (or 6-10 years) Saw cut L.F. x ~~$1.80~~ $1.89	$1.80	$0.07	$1.87	$0.23	$1.89	$0.08	$1.96	$0.10
	PCI 86-100 (or less than 5 years) Saw cut L.F. x ~~$2.28~~ $2.52	$2.28	$0.09	$2.37	$0.19	$2.52	$0.10	$2.62	$0.25
	Driveway Connection	$60.00	$2.40	$62.40	$7.28	$63.00	$2.52	$65.52	$3.12
	Concrete Curbs, Gutters, Pads & Sidewalks - ~~$85 or $0.06~~ $89 or $0.06 per square foot whichever is greater	$85 min - TBD	4%	$88.40 min - TBD	$10.40 min - TBD	$89 min - TBD	4%	$92.56 min - TBD	$4.16 min - TBD
	Culvert Placement within County Right of Way, private access easements, or other offsite locations	$60.00	$2.40	$62.40	$7.28	$63.50	$2.54	$66.04	$3.64
E-105	**Road Closure** - Includes ~~$63~~ $66 Review Fee and ~~$61~~ $64 Inspection Fee	$124.00	$4.96	$128.96	$15.60	$130.00	$5.20	$135.20	$6.24
E-106	**Site Improvement Permit Fee** – see from and to list below From $1 to $25,000 = ~~4.92%~~ 5.172% of the value of work. From $25,000 to $100,000 = ~~$1,230~~ $1,293 fee + ~~3.59%~~ 3.773% of the value of work in excess of $25,000. For work over $100,000 = ~~$4,820~~ $4,123 fee + ~~1.77%~~ 1.860% of value of work in excess of $100,000.	TBD - $1,230 max TBD - $4,820 max TBD - $4,820 min	4% of fee	TBD - $1,279.20 max TBD - $5,012.80 max TBD - $5,012.82 min	$156 $582.40 (-$80.58)	TBD - $1,293 max TBD - $4,123 max TBD - $4,123 min	4% of fee	TBD - $1,344.44 max TBD - $4,287.92 max TBD - $4,287.92 min	$65.24 (-$724.90) (-$724.90)
	Note: Value of work which will be inspected by authorized entity other than Douglas County will not be included in calculating Site Improvement Permit Fee.								
E-107	**Site Improvement or Commercial Site Work Plan Review Fee** From $1 to $100,000: (value of work) X ~~(1.575)~~(1.655%). From $100,001 to $200,000: ~~$1,710~~ $1,655 + (value of work - $100,000) X ~~(.525%)~~(0.552%). $200,001 or more: ~~$2,280~~ $2,207 + (value of work - $200,000) X ~~(.29%)~~(0.305%).	TBD - $1,710 max TBD - $2,280 max TBD - $2,280 min	4% of fee	TBD - $1,778.40 max TBD - $2,371.20 max TBD - $2,371 min	TBD -$218.4 TBD - $200 TBD-$200	TBD - $1,655 max TBD - $2,207 max TBD - $2,207 min	4% of fee	TBD - $1,721.20 max TBD - $2,295.28 max TBD - $2,295.28 min	TBD (-$57.20) TBD (- $75.92) TBD (- $75.92)
E-108	**Subsequent Review** - 3rd plan review submittal of Site Improvement Permit (SIP)/Commercial Plan's (4th plan submittal) - 10% of SIP Plan Review Fee or Commercial Building Permit Plan Review will be charged for 4 or more reviews. **<No Change to this item>**	+ 10% Plan Review Fee	4% of fee	-	No Change	+ 10% Plan Review Fee	4% of fee	-	No Change
E-109	Engineering Study/Peer Review - See Adminstrative Fee A-101	+ 10% Plan Review Fee	-	-		+ 10% Plan Review Fee	-	-	
E-110	**Work Without Construction Permit - (in addition to required application fee)**	**$1,371.00**	**$54.84**	**$1,425.84**	**$174.72**	$1,441.00	$57.64	$1,498.64	$72.80

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section IV - Engineering Division Flood Plain Development Applications	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
E-120	FEMA CLOMR/LOMR Peer Review based on actual costs per the fee A-101 Administrative service fee	Actual cost + 10%	4% of fee	TBD	TBD	Actual cost + 10%	4% of fee	TBD	TBD
E-121	**Administrative fee of ~~$433~~ $455,** the applicant will be required to submit an Administrative Fee plus a deposit of thirty-five hundred dollars ($3,500) with the County. Any additional direct costs in excess of thirty-five hundred dollars ($3,500) will be invoiced to the applicant. Any remaining funds from the thirty-five hundred dollar ($3,500) deposit will be returned to the applicant.	$433.00	$17.32	$450.32	$55.12	$455.00	$18.20	$473.20	$22.88
E-122	Floodplain Development Review permit	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
E-123	Letter of Map Revision (LOMR) Review (if Fema approved CLOMR)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-124	Letter of Map Revision (LOMR) Review (if no CLOMR has bee approved by FEMA	$433.00	$17.32	$450.32	$55.12	$455.00	$18.20	$473.20	$22.88
E-125	Conditional Letter of Map Revision for Fill (CLOMR-F)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-126	Letter of Map Amendment (LOMA)(Only in req'd Fldwy)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-127	Letter of Map Revision for Fill (LOMR-F)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-128	Water Conveyance Advisory Committee (WCAC) Review	$778.00	$31.12	$809.12	$98.80	$818.00	$32.72	$850.72	$41.60
NOTES:	*All governmental agencies shall be allowed a seventy-five percent (75%) reduction in Planning and Engineering fees. **Renewable Energy applications are allowed a 50% reduction in Building related fees. In addition, all projects identified and assigned a project number in the Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program (EIP) and mostly funded by federal, state, or local governments shall be allowed a seventy-five percent (75%) reduction in Site Improvement Permit fees.	Various Fees	4% of fee	TBD	TBD	Various Fees	4% of fee	TBD	TBD

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	**Section V - ADDED FEES Carson City Health and Human Services Administrative Fees**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
CCH-501	Re-inspection Fee	$57.00	No Fee	$57.00	$5.00	$59.00	No Fee	$59.00	$2.00
CCH-502	Pre-application Fee	$28.00	No Fee	$28.00	$2.00	$29.00	No Fee	$29.00	$1.00
CCH-503	Seasonal Farmers Market Fee	$114.00	No Fee	$114.00	$10.00	$119.00	No Fee	$119.00	$5.00
CCH-504	Cottage Food Application Fee	$28.00	No Fee	$28.00	$2.00	$29.00	No Fee	$29.00	$1.00
CCH-505	Late Fee for 1-14 Day Event	**$25.00**	**No Fee**	**$25.00**	**New Fee**	$26.00	No Fee	$26.00	$1.00
CCH-506	**Annual Temporary Food Establishment Permit (NAC 446.632)**	**N/A**	**N/A**	**N/A**	**N/A**	**$150.00**	**No Fee**	**$150.00**	**New Fee**
Ref. #	**Section VI - Building Division - Added Fees Miscellaneous Applications and Fees**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
B-601	TRPA Building Permit Allocation (Tahoe Basin Only)	**$446.00**	**$17.84**	**$463.84**	**New Fee**	$469.00	$18.76	$487.76	$23.92
B-602	Building Permit Allocation (Valley only)	$446.00	$17.84	$463.84	$56.16	$469.00	$18.76	$487.76	$23.92
B-603	Appeal of the Decision to Allocate a Building Permit	$303.00	$12.12	$315.12	$38.48	$318.00	$12.72	$330.72	$15.60
B-604	Building Permit Allocation Transfer (Valley only)	$383.00	$15.32	$398.32	$48.88	$402.00	$16.08	$418.08	$19.76
B-605	Appeal of the Decision to Transfer an Allocation	$319.00	$12.76	$331.76	$40.56	$335.00	$13.40	$348.40	$16.64
B-606	Bank and/or Borrow a Buidling Permit Allocation (Valley only)	$638.00	$25.52	$663.52	$81.12	$670.00	$26.80	$696.80	$33.28
B-607	Appeal of the Decision to Bank and/or Borrow an Allocation	$587.00	$23.48	$610.48	$74.88	$617.00	$24.68	$641.68	$31.20
B-608	Six-Month Extension of a Building Permit	$124.00	$4.96	$128.96	$15.60	$130.00	$5.20	$135.20	$6.24
B-609	Temporary Certificate of Occupancy	$237.00	$9.48	$246.48	$30.16	$249.00	$9.96	$258.96	$12.48
B-610	Manufactured Home – Replacement	**$158.00**	**$6.32**	**$164.32**	**New Fee**	$166.00	$6.64	$172.64	$8.32
B-611	Manufactured Home – New w/ Foundation	**$332.00**	**$13.28**	**$345.28**	**New Fee**	$348.00	$13.92	$361.92	$16.64
B-612	Change of Occupancy	**$45.00**	**$1.80**	**$46.80**	**New Fee**	$47.00	$1.88	$48.88	$2.08
B-613	Re-Establish Utilities	**$45.00**	**$1.80**	**$46.80**	**New Fee**	$47.00	$1.88	$48.88	$2.08
B-614	Fence Wood / Metal (per lineal foot)	**$19.00**	**$0.76**	**$19.76**	**New Fee**	$19.00	$0.76	$19.76	$0.00
B-615	Fence Masonry / Rockery (per lineal foot)	**$25.00**	**$1.00**	**$26.00**	**New Fee**	$26.00	$1.04	$27.04	$1.04
B-616	**Non-Refundable [Residential Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**
B-617	**Non-Refundable [Single Family Dwelling Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**
B-618	**Non-Refundable [New Commercial Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
January 2025

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jan 2024	Dec 2024	Jan 2025	Dec 2024	Jan 2025	Jan 2025	Jan 2024	Dec 2024	Jan 2025	Dec 2024	Jan 2025	Jan 2025
U. S. City Average	308.417	315.605	317.671	2.9	3.0	0.7	302.201	309.067	311.172	2.8	3.0	0.7
West	328.053	334.084	335.989	2.5	2.4	0.6	319.433	325.543	327.503	2.5	2.5	0.6
West – Size Class A[1]	337.095	344.416	346.715	2.7	2.9	0.7	325.172	332.211	334.662	2.6	2.9	0.7
West – Size Class B/C[2]	191.586	194.384	195.274	2.3	1.9	0.5	192.783	195.998	196.906	2.4	2.1	0.5
Mountain[3]	129.814	131.379	131.607	1.7	1.4	0.2	130.881	132.657	132.952	1.7	1.6	0.2
Pacific[3]	126.632	129.276	130.217	2.8	2.8	0.7	127.357	130.060	131.019	2.8	2.9	0.7
Los Angeles-Long Beach-Anaheim, CA	326.640	334.531	337.508	3.4	3.3	0.9	313.743	321.996	324.868	3.4	3.5	0.9
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jan 2024	Nov 2024	Jan 2025	Nov 2024	Jan 2025	Jan 2025	Jan 2024	Nov 2024	Jan 2025	Nov 2024	Jan 2025	Jan 2025
Riverside-San Bernardino-Ontario, CA[3]	131.358	132.853	135.215	1.1	2.9	1.8	131.840	133.485	135.718	1.2	2.9	1.7
San Diego-Carlsbad, CA	367.917	375.860	381.952	2.6	3.8	1.6	348.486	356.379	361.604	2.4	3.8	1.5
Urban Hawaii	333.172	343.189	346.772	3.5	4.1	1.0	332.335	342.551	346.037	3.6	4.1	1.0
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Dec 2023	Oct 2024	Dec 2024	Oct 2024	Dec 2024	Dec 2024	Dec 2023	Oct 2024	Dec 2024	Oct 2024	Dec 2024	Dec 2024
Phoenix-Mesa-Scottsdale, AZ[4]	179.733	184.214	182.653	1.6	1.6	-0.8	179.593	183.158	181.865	0.9	1.3	-0.7
San Francisco-Oakland-Hayward, CA	339.915	349.370	348.001	2.4	2.4	-0.4	335.597	345.472	342.582	2.3	2.1	-0.8
Seattle-Tacoma-Bellevue, WA	344.982	356.212	354.348	3.0	2.7	-0.5	338.852	349.417	348.575	2.7	2.9	-0.2
Urban Alaska	261.178	269.404	267.312	2.1	2.3	-0.8	258.598	265.347	263.740	1.6	2.0	-0.6

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date February 12, 2025. The next release date is scheduled for March 12, 2025. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
January 2026

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jan 2025	Dec 2025	Jan 2026	Dec 2025	Jan 2026	Jan 2026	Jan 2025	Dec 2025	Jan 2026	Dec 2025	Jan 2026	Jan 2026
U. S. City Average	317.671	324.054	325.252	2.7	2.4	0.4	311.172	317.014	317.942	2.6	2.2	0.3
West	335.989	343.789	345.152	2.9	2.7	0.4	327.503	334.628	335.796	2.8	2.5	0.3
West – Size Class A[1]	346.715	354.879	356.583	3.0	2.8	0.5	334.662	342.365	344.082	3.1	2.8	0.5
West – Size Class B/C[2]	195.274	199.732	200.328	2.8	2.6	0.3	196.906	200.935	201.347	2.5	2.3	0.2
Mountain[3]	131.607	134.484	134.709	2.4	2.4	0.2	132.952	135.352	135.557	2.0	2.0	0.2
Pacific[3]	130.217	133.311	133.966	3.1	2.9	0.5	131.019	134.040	134.629	3.1	2.8	0.4
Los Angeles-Long Beach-Anaheim, CA	337.508	344.602	347.690	3.0	3.0	0.9	324.868	332.062	334.679	3.1	3.0	0.8
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jan 2025	Nov 2025	Jan 2026	Nov 2025	Jan 2026	Jan 2026	Jan 2025	Nov 2025	Jan 2026	Nov 2025	Jan 2026	Jan 2026
Riverside-San Bernardino-Ontario, CA[3]	135.215	138.851	139.602	4.5	3.2	0.5	135.718	140.116	140.384	5.0	3.4	0.2
San Diego-Carlsbad, CA	381.952	391.020	391.981	4.0	2.6	0.2	361.604	368.474	369.084	3.4	2.1	0.2
Urban Hawaii	346.772	351.357	355.266	2.4	2.4	1.1	346.037	350.703	353.370	2.4	2.1	0.8
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Dec 2024	Oct 2025	Dec 2025	Oct 2025	Dec 2025	Dec 2025	Dec 2024	Oct 2025	Dec 2025	Oct 2025	Dec 2025	Dec 2025
Phoenix-Mesa-Scottsdale, AZ4	182.653	--	186.730	--	2.2	--	181.865	--	184.878	--	1.7	--
San Francisco-Oakland-Hayward, CA	348.001	--	358.568	--	3.0	--	342.582	--	353.216	--	3.1	--
Seattle-Tacoma-Bellevue, WA	354.348	--	365.447	--	3.1	--	348.575	--	359.292	--	3.1	--
Urban Alaska	267.312	--	272.355	--	1.9	--	263.740	--	271.308	--	2.9	--

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: The October 2025 data values are not available due to the 2025 lapse in appropriations.

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date February 13, 2026. The next release date is scheduled for March 11, 2026. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

AGENDA ITEM NO. 12.5

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion regarding the adoption of **Resolution 2026R-052**, a resolution adopting the 2026 fee adjustments for commercial and residential building permits pursuant to Title 20, Appendix B, Intentional Building Code section 109, International Residential Code section R108, and NRS section 354.598981; and repealing Resolution 2021R-107, which formerly established and amended the rates, fees, and charges for the Department in 2021. Community Development recommends an increase in the Fee Schedule by 5.1% on November 1, 2026, based on the Western Urban Consumer Price Index's (CPI) combined increase over the past two years (2025 & 2026). (Tom Dallaire, Community Development Director and Andrea Pawling, Deputy Community Development Director)

RECOMMENDED MOTION:
Adopt Resolution 2026R-052 increasing the Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2021R-107.

FINANCIAL IMPACT:
Based on feedback from the Board of County Commissioners, the Douglas County Community Development Department needs to conduct an annual review of its Fee Schedule and propose an increase to its current fee schedule to cover the costs of application and permitting operations. Over the last two years, the Western Urban Consumer Price Index (CPI) increased by 2.4% in 2025 and 2.7% in 2026, for a total of 5.1%. Based on these numbers, staff is proposing an increase of 5.1% overall to all the current fees to reflect the current cost of permit processing and review.

BACKGROUND:
In an audit completed in 2020, Douglas County's auditor, Moss Adams, recommended the Douglas County Community Development Department undergo a Comprehensive User Fee Study to ensure the County is charging an appropriate fee for each permit and/or application review. The Department utilized an independent contractor to perform this Comprehensive User Fee Study, Revenue & Cost Specialist (RCS), which has provided fee studies and other costing services since 1980.

RCS has completed its outside study and recommends some large fee increases to a few of the planning applications and engineering fees. The Building Department is covering the costs of permitting and is currently supplementing the other two departments.

The last fee increase for Building was in November 2021 when the Board of County Commissioners (the "Board") directed Community Development to increase all fees by 5%. Two resolutions were created: 1) Resolution 2021R-107 increasing the Building Permit fees by 5% and 2) Resolution 2021R-096 increasing the other fees by 5%. The Board adopted these resolutions and approved the 5% increase. Based on the RCS study and the proposed tentative budget, the Douglas County Community Development Department needs an increase to its current fee schedule because the financial data demonstrates a roughly 20% shortage of revenues to cover the cost of the staff salaries and services, and supplies of the proposed budget.

At the June 6, 2024, Board of County Commissioners' Meeting, the Douglas County Community Development Department presented Resolution 2024R-053, a resolution amending and establishing certain rates, fees, and charges for services provided by the Douglas County Community Development Department as provided for in the Douglas County Code, and repealing Resolution 2021R-096, which established and amended the rates, fees, and charges for the Department set in 2021. At that time, due to the recent approval of Appendix B, the building valuation determination process was modified. Staff felt that the modification and increase in valuation, based on annual numbers published by the International Code Council (ICC), helped normalize the Building Department's permit fees. Therefore, a new resolution to increase the Building Permit fees was not proposed at that time. Staff continued to monitor the situation and permit fees generated from this big change in the valuation calculation and to make future adjustments as necessary.

The Community Development staff presented two versions of Resolution 2024R-053 for the Board’s consideration. Version One would immediately increase the Fee Schedule by 14% on July 1, 2024. Version Two would gradually increase the Fee Schedule by 7% on July 1, 2024, and 7% on January 1, 2025. These increases are based on the combined increase in the Western Urban Consumer Price Index (CPI) over the past two years (2022 & 2023). The Board of County Commissioners voted to approve Version One, which immediately increased the Fee Schedule by 14% on July 1, 2024. Resolution 2024R-053 was therefore adopted at that time.

During this meeting, Community Development staff committed to monitor the situation and Fee Schedule throughout the year to evaluate whether to increase the Department fees or maintain the status quo and not increase any fees for the year. Last year, at the July 17, 2025 Board meeting, staff determined that a fee increase was not necessary at that time due to the 14% fee increase that was implemented in 2024 for Planning and Engineering Department fees and the Building Department's modification and increase in valuation based on annual numbers published by the International Code Council (ICC). Additionally, at that time it was determined that, with the new Oracle Permitting and Licensing program being developed, the fee increase should be deferred until after the fees were

established in the software system.

Based on the information collected and the implementation of the new Oracle software, Community Development now proposes an increase to the Building Fee Schedule by 5.1% on November 1, 2026, and repealing Resolution 2021R-107.

ATTACHMENTS:

Resolution (2026R-052)- CD Fee Schedule (Building).pdf
Building Fee Table 2026- final.pdf
2021R-107Signed.pdf
Consumer Price Index (01.2025).pdf
Consumer Price Index (01.2026).pdf
1.CD 2026 Proposed Fee Chart.pdf
Building Multipliers 2026.pdf
Douglas County Valuation Table 2026.pdf

RESOLUTION NUMBER 2026R-052

A Resolution adopting the 2026 fee adjustments for commercial and residential building permits pursuant to Title 20, Appendix B, International Building Code section 109, International Residential Code section R108, and NRS section 354.598981; and repealing Resolution 2021R-107, which formerly established and amended the rates, fees, and charges for the Department in 2021.

WHEREAS, Douglas County Code, Title 20, Appendix B section 109.2 and R108.2 authorizes the Douglas County Building Official to set the allowable increase in the building permit valuation basis and determine, what, if any, increases may be made to valuations used or rates charged in the permit fee, as approved by the Board of County Commissioners in the form of a resolution; and

WHEREAS, under NRS 354.59891 the Building Official must utilize the Western Urban Nonseasonally Adjusted Consumer Price Index (CPI) that is published annually by the US Department of Labor to determine the extent of any adjustments that can be made to valuation; and

WHEREAS, the Building Department currently calculates the residential valuation used to determine the permit fee as set forth in the ICC Building Valuation Data as modified in Title 20 Appendix B section 109.3 and R108.3. The Building Department currently calculates the commercial fees using the ICC Building Valuation Data; and

WHEREAS, the building permit fees were last modified and adjusted based on the Board direction to increase the fee by 5% in 2021 via Board Resolution 2021R-107. However, according to the Western Urban Nonseasonally Adjusted Consumer Price Index (CPI) that is published annually by the US Department of Labor percentage, the CPI increase for 2025 was 2.4%, and in 2026 was 2.7% for a total of 5.1%; and

WHEREAS, based on the forgoing, the Building Official has determined a 5.1% change is warranted.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of Commissioners as follows:

SECTION I: RESOLUTION 2021R-107 is hereby repealed in its entirety and replaced with Resolution 2026R-052.

SECTION II – To adopt the 2026 building permit fees as shown in Exhibit A, to be effective as of November 1, 2026, for the following:

A. For Residential Construction, the rates charged are increased by 5.1%.

B. For Commercial Construction, the rates charged are increased by 5.1%.

C. The Flat Fees are based on the average valuation for the projects based on actual data from 2025/2026 and are designed to allow the issuance of building permits for repair and replacement on an expedited basis.

SECTION VII: This resolution shall become effective on November 1, 2026.

ADOPTED this Seventeenth Day of September 2026 by the following vote:

Ayes: Commissioners: _____
_____
_____
_____
_____

Nays: Commissioners: _____
_____

Absent: Commissioners: _____
_____

_____
Mark Gardner, Chair
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans
Douglas County Clerk

Exhibit A to Resolution
Section 11- Building Division
2026 FEE SCHEDULE

Building Permit Fee Table

TOTAL VALUATION	FEE
$1 to $500	**$57.05** or **$97.90** with Plan Check and Technology Fees
$501 to $2,000	**$57.05** for the first $500 plus **$3.43** for each additional $100 or fraction thereof. to and including $2 000*
$2,001 to $25,000	**$108.47** for the first $2,000 plus **$13.66** each additional $1,000 or fraction thereof, and including $25,000
$25,001 to $50,000	**$422.64** for the first $25,000 plus **$9.21** for each additional $1,000 or fraction thereof. to and including $50,000
$50,001 to $100,000	**$652.88** for the first $50,000 plus **$6.83** for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	**$994.37** for the first $100,000 plus **$5.70** for each additional $1,000 or fraction thereof, to and including $500,00
$500,001 to $1,000,000	**$3,274.36** for the first $500,000 plus **$4.56** for each additional $1 000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	**$5,554.36** for the first $1,000,000 plus **$2.85** for each additional $1,000 or fraction thereof, to the total project valuation.

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost includes supervision overhead, equipment, hourly wages and fringe benefits for the employees involved.

Other Inspections and Fee(s):

1. Plan review fee is 65% of the permit fee (this includes one back-check for corrections if required).
2. Additional plan review required by second back-check, changes, additions or revisions to the approved plans $71.18 per hour* (minimum charge - one hour). Or the costs of the outside plan review firm.
3. Re-inspection fees $57.05 per hour*
4. Inspections for which no fee is specifically indicated, $57.05 per hour*
5. Inspection outside of normal business hours, $57.05 per hour* (minimum charge--two hours)
6. All permit and plan review fees are subject to a 4% technology fee.

Additional Fee(s) Required by Code:

Commercial Construction Tax for Transportation, per Title 3 of the Douglas County Code, Sec. 3.25.040D:

$0.552 per square foot on new commercial or additions to commercial, industrial or other new related developments.

Note: The above fees do not apply to tenant improvements within existing commercial structures.

RESOLUTION NUMBER 2021R-107

A Resolution adopting the 2022 fees adjustments for commercial and residential building permits pursuant to Douglas County Code section 20.820.070 and Table 20.820, and NRS section 354.59891.

WHEREAS, Douglas County Code section 20.820.070 authorizes the Douglas County Building Official to set the allowable increase in the building permit valuation basis and determine, what, if any, increases made be made to valuations used or rates charged in Table 20.820 for subsequent fiscal years. These changes must be approved by the Board of County Commissioners in the form of a resolution; and

WHEREAS, under NRS 354.59891 the Building Official must utilize the Western Urban Nonseasonally Adjusted Consumer Price Index (CPI) that is published annually by the US Department of Labor to determine the extent of any adjustments that can be made to valuation; and

WHEREAS, the Building Department currently calculates the residential fees using the permit fees in Table 20.820, as amended along with the 2018 Marshall Swift valuation methodology. The Building Department currently calculates the commercial fees using the permit fees in table 20.820, as amended, with the 2019 building valuation data published by ICC; and

WHEREAS, the building permit fees were last modified on July 1, 2018 via Board Resolution 2018R-034. During the three year period from 2019-2021 the Western Urban Consumer Price Index increased by 2.7% in 2019, 2.9% in 2020 and 1.4% in 2021 for a total of 7.0; and

WHEREAS, based on the forgoing, the Building Official has determined that despite a 7.0% increase in the Western Urban CPI over the last three years, a 5% change covering years 2019-2021 is warranted.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of Commissioners as follows:

SECTION I: Resolution 2018R-034 is repealed and replaced with Resolution 2021R-017.

SECTION II: To adopt the 2022 building permit fees as shown in Exhibit A, to be effective as of January 1, 2022, as follows:

A. For Residential Construction, the rates charged are increased by 5.0%.

B. For Commercial Construction, the rates charged are increased by 5.0%.

C. The Flat Fees are based on the average valuation for the projects based on actual data from 2020/2021 and are designed to allow issuance of building permits for repair and replacement on an expedited basis.

4 pages

Adopted this fourth day of November, 2021 by the following vote:

Vote: Ayes: Commissioners: Gardner

Tarkanian

Engels

Nowosad

Rice

Nays: Commissioners: _____

_____

Absent: Commissioners: _____

_____

John Engels, Chair
Douglas County Board of Commissioners

Attest:

Amy Burgans
Douglas County Clerk

Exhibit A to Resolution 2021R-107
Section II- Building Division
2021 FEE SCHEDULE

Building Permit Fee Table

TOTAL VALUATION	FEE
$1 to $500	**$47.25 or $94.50 with plan check**
$501 to $2,000	**$47.25** for the first $500 plus **$3.26** for each additional $100 or fraction thereof, to and including $2,000**
$2,001 to $25,000	**$76.93** for the first $2,000 plus **$13.00** each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	**$373.84** for the first $25,000 plus **$8.67** for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	**$602.48** for the first $50,000 plus **$6.50** for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	**$924.32** for the first $100,000 plus **$5.42** for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	**$2,927.14** for the first $500,000 plus **$4.34** for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	**$5,094.00** for the first $1,000,000 plus **$2.71** for each additional $1,000 or fraction thereof

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost includes supervision overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Minimum $47.25 permit fee without plan check or $94.50 with plan check

Other Inspections and Fee(s):

1. Plan review fee is 65% of the permit fee (this includes one back-check for corrections if required).
2. Additional plan review required by second back-check, changes, additions or revisions to the approved plans $45 per hour* (minimum charge--one-half hour). Or the costs of the outside plan review firm.
3. Re-inspection fees $47.25 per hour*
4. Inspections for which no fee is specifically indicated, $47.25 per hour*
5. Inspection outside of normal business hours, $47.25 per hour* (minimum charge--two hours)

Additional Fee(s) Required by Code:

Commercial Construction Tax for Transportation, per Title 3 of the Douglas County Code, Sec. 3.25.040D: **$0.525** per square foot on new commercial or additions to commercial, industrial or other new related developments.

Note: The above fees do not apply to tenant improvements within existing commercial structures.

Flat Fee(s)*:

FY2020 / 2021 - EZ Applications and Simple Plan Review Average Valuation These fees are for existing structures; including work performed on existing systems and replacement of old systems, and installation of new systems.		
Type of Permits	**20-21 Average Valuation**	**Total Fee**
EZ Applicatons - No plan review required		
HVAC; Furnace /Air Conditioning	8,106.11	**167.93**
Water Heater replacement or upgrade.	2,639.06	**89.93**
Electrical; panel change out and upgrades	3,136.94	**102.93**
Window Replacement	9,108.13	**180.93**
Re-Roofs	19,640.48	**310.93**
Re-siding	4,176.00	**115.93**
Fireplace/Stoves Installation and replacement	3,622.36	**102.93**
Permit requiring Plan Review		
Gas Line; new gas line inside or outside of home	1,933.02	**131.75**
Patio Covers	6,793.63	**234.18**
Generator[1]	8,796.42	**277.08**
Solar[2]	25,133.80	**315.58**
Deck	6,365.64	**234.18**
Carport (min 12ft wide)	11,182.58	**341.43**
Spa -Pre fab above ground tubs and pools.	11,500.00	**341.43**
Pool - fiberlass or concrete pools in ground with equipment	59,333.33	**1,004.82**

1- Fee includes Residential Generators up a 24 KW in size

2 - Renewable Energy Discount applies

These are flat fees based on the median valuation for the project based on actual data from 2020/2021.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
January 2025

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jan 2024	Dec 2024	Jan 2025	Dec 2024	Jan 2025	Jan 2025	Jan 2024	Dec 2024	Jan 2025	Dec 2024	Jan 2025	Jan 2025
U. S. City Average	308.417	315.605	317.671	2.9	3.0	0.7	302.201	309.067	311.172	2.8	3.0	0.7
West	328.053	334.084	335.989	2.5	2.4	0.6	319.433	325.543	327.503	2.5	2.5	0.6
West – Size Class A[1]	337.095	344.416	346.715	2.7	2.9	0.7	325.172	332.211	334.662	2.6	2.9	0.7
West – Size Class B/C[2]	191.586	194.384	195.274	2.3	1.9	0.5	192.783	195.998	196.906	2.4	2.1	0.5
Mountain[3]	129.814	131.379	131.607	1.7	1.4	0.2	130.881	132.657	132.952	1.7	1.6	0.2
Pacific[3]	126.632	129.276	130.217	2.8	2.8	0.7	127.357	130.060	131.019	2.8	2.9	0.7
Los Angeles-Long Beach-Anaheim, CA	326.640	334.531	337.508	3.4	3.3	0.9	313.743	321.996	324.868	3.4	3.5	0.9
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jan 2024	Nov 2024	Jan 2025	Nov 2024	Jan 2025	Jan 2025	Jan 2024	Nov 2024	Jan 2025	Nov 2024	Jan 2025	Jan 2025
Riverside-San Bernardino-Ontario, CA[3]	131.358	132.853	135.215	1.1	2.9	1.8	131.840	133.485	135.718	1.2	2.9	1.7
San Diego-Carlsbad, CA	367.917	375.860	381.952	2.6	3.8	1.6	348.486	356.379	361.604	2.4	3.8	1.5
Urban Hawaii	333.172	343.189	346.772	3.5	4.1	1.0	332.335	342.551	346.037	3.6	4.1	1.0
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Dec 2023	Oct 2024	Dec 2024	Oct 2024	Dec 2024	Dec 2024	Dec 2023	Oct 2024	Dec 2024	Oct 2024	Dec 2024	Dec 2024
Phoenix-Mesa-Scottsdale, AZ[4]	179.733	184.214	182.653	1.6	1.6	-0.8	179.593	183.158	181.865	0.9	1.3	-0.7
San Francisco-Oakland-Hayward, CA	339.915	349.370	348.001	2.4	2.4	-0.4	335.597	345.472	342.582	2.3	2.1	-0.8
Seattle-Tacoma-Bellevue, WA	344.982	356.212	354.348	3.0	2.7	-0.5	338.852	349.417	348.575	2.7	2.9	-0.2
Urban Alaska	261.178	269.404	267.312	2.1	2.3	-0.8	258.598	265.347	263.740	1.6	2.0	-0.6

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date February 12, 2025. The next release date is scheduled for March 12, 2025. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
January 2026

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
MONTHLY DATA	Indexes			Percent Change Year ending		Percent Change 1 Month ending	Indexes			Percent Change Year ending		Percent Change 1 Month ending
	Jan 2025	Dec 2025	Jan 2026	Dec 2025	Jan 2026	Jan 2026	Jan 2025	Dec 2025	Jan 2026	Dec 2025	Jan 2026	Jan 2026
U. S. City Average	317.671	324.054	325.252	2.7	2.4	0.4	311.172	317.014	317.942	2.6	2.2	0.3
West	335.989	343.789	345.152	2.9	2.7	0.4	327.503	334.628	335.796	2.8	2.5	0.3
West – Size Class A[1]	346.715	354.879	356.583	3.0	2.8	0.5	334.662	342.365	344.082	3.1	2.8	0.5
West – Size Class B/C[2]	195.274	199.732	200.328	2.8	2.6	0.3	196.906	200.935	201.347	2.5	2.3	0.2
Mountain[3]	131.607	134.484	134.709	2.4	2.4	0.2	132.952	135.352	135.557	2.0	2.0	0.2
Pacific[3]	130.217	133.311	133.966	3.1	2.9	0.5	131.019	134.040	134.629	3.1	2.8	0.4
Los Angeles-Long Beach-Anaheim, CA	337.508	344.602	347.690	3.0	3.0	0.9	324.868	332.062	334.679	3.1	3.0	0.8
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change Year ending		Percent Change 2 Months ending	Indexes			Percent Change Year ending		Percent Change 2 Months ending
	Jan 2025	Nov 2025	Jan 2026	Nov 2025	Jan 2026	Jan 2026	Jan 2025	Nov 2025	Jan 2026	Nov 2025	Jan 2026	Jan 2026
Riverside-San Bernardino-Ontario, CA[3]	135.215	138.851	139.602	4.5	3.2	0.5	135.718	140.116	140.384	5.0	3.4	0.2
San Diego-Carlsbad, CA	381.952	391.020	391.981	4.0	2.6	0.2	361.604	368.474	369.084	3.4	2.1	0.2
Urban Hawaii	346.772	351.357	355.266	2.4	2.4	1.1	346.037	350.703	353.370	2.4	2.1	0.8
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change Year ending		Percent Change 2 Months ending	Indexes			Percent Change Year ending		Percent Change 2 Months ending
	Dec 2024	Oct 2025	Dec 2025	Oct 2025	Dec 2025	Dec 2025	Dec 2024	Oct 2025	Dec 2025	Oct 2025	Dec 2025	Dec 2025
Phoenix-Mesa-Scottsdale, AZ4	182.653	--	186.730	--	2.2	--	181.865	--	184.878	--	1.7	--
San Francisco-Oakland-Hayward, CA	348.001	--	358.568	--	3.0	--	342.582	--	353.216	--	3.1	--
Seattle-Tacoma-Bellevue, WA	354.348	--	365.447	--	3.1	--	348.575	--	359.292	--	3.1	--
Urban Alaska	267.312	--	272.355	--	1.9	--	263.740	--	271.308	--	2.9	--

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: The October 2025 data values are not available due to the 2025 lapse in appropriations.

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date February 13, 2026. The next release date is scheduled for March 11, 2026. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. # (A-Admin. S-Study E-Engineering CCH -Carson City Health B-Building)	Exhibit - A Community Development Fee Schedule by Divisions Section II - Administrative Division Miscellaneous Administrative Fees	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Proposed Fee	Tech Fee (+4%)	Proposed Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Proposed Fee	Tech Fee (+4%)	Proposed Total Fee	Difference in fee ($)
A-100	The fee for a **PUBLIC RECORDS REQUEST** *is* the cost of ink, toner, paper, media and postage for providing a copy of any public record. Pursuant to NRS 239.054, additional fees shall apply if the request pertains to the provision of information from geographic information system, in which case the reasonable cost(s) related to the following shall be charged: gathering and entry of data into the system; maintenance and updating of the database; hardware; software; quality control; and consultation with personnel. **<No Change to this fee - Fee based on the actual cost of request>**	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-	Cost of ink, toner, paper, media and postage	-
A-101	**Administrative Service Fee** - required if the processing of any application requires that the County procure outside consulting or other professional services. The applicant shall reimburse the County for all costs incurred plus equal to ten percent (10%) of the cost. **<No change to this fee>**	**Cost Incurred + 10%**	**-**	**Cost Incurred + 10%**	-	**Cost Incurred + 10%**	**-**	**Cost Incurred + 10%**	-
A-102	**Financial Security Agreements**	$543.00	$21.72	$564.72	$68.64	$571.00	$22.84	$593.84	$29.12
A-103	**Financial Security Agreements** - If the county must draw on the security, an additional fee shall be charged per draw.	$204.00	$8.16	$212.16	$26.00	$214.00	$8.56	$222.56	$10.40
A-104	**All Plan Review Fees are subject to retention in the event a permit application is withdrawn. An applicant who withdraws a permit application before a final decision is issued may be eligible for a partial refund of the application fee. The refund amount shall be based on the portion of the review and processing work remaining at the time the application is withdrawn, as determined by the Department.**	N/A	N/A	N/A	N/A	**Cost Variable**	**4%**	**Cost Variable**	**Cost Variable**
S-060	**Technology Fee** (**4%** will be applied to each component of each permit, plan review, development application, land division application, additional inspection, additional review or other submission processed by Community Development) - (Shall not be applied to water rights application) **<No change to this fee>**	-	**4%**	-	-	-	**4%**	-	-

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	**Section III - Planning Division Zoning Permits**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
S-001	Abandonment of Right of Way	$2,242.00	$89.68	$2,331.68	$286.00	$2,356.00	$94.24	$2,450.24	$118.56
S-002	Abandonment *Administrative* (Public Utility)	$833.00	$33.32	$866.32	$106.08	$875.00	$35.00	$910.00	$43.68
S-003	Annexation (town Annexation process to BOCC)	$718.00	$28.72	$746.72	$91.52	$754.00	$30.16	$784.16	$37.44
S-004	NNDA Certified Site Document Review	$598.00	$23.92	$621.92	$75.92	$629.00	$25.16	$654.16	$32.24
S-005	Commercial Floor Area	$803.00	$32.12	$835.12	$101.92	$844.00	$33.76	$877.76	$42.64
S-006	Density Bonus Agreement	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-007	Development Agreement plus costs for outside consulting or other professional services required by the Director.	$5,176.00	$207.04	$5,383.04	$660.40	$5,440.00	$217.60	$5,657.60	$274.56
S-008	Major Design Review (DR)	$2,933.00	$117.32	$3,050.32	$374.40	$3,082.00	$123.28	$3,205.28	$154.96
S-009	Minor Design Review / Minor Design Review-Hillside Development	$543.00	$21.72	$564.72	$68.64	$571.00	$22.84	$593.84	$29.12
	Minor Design Review-Accessory Dwelling / Container Review	$395.00	$15.80	$410.80	$49.92	$415.00	$16.60	$431.60	$20.80
	Minor Design Review-Renewable Energy System**	$409.00	$16.36	$425.36	$52.00	$430.00	$17.20	$447.20	$21.84
S-010	Gaming District Overlay	$6,524.00	$260.96	$6,784.96	$833.04	$6,856.00	$274.24	$7,130.24	$345.28
S-011	Land Bank Application	$598.00	$23.92	$621.92	$75.92	$629.00	$25.16	$654.16	$32.24
S-012	Maintenance District - Title 20.470	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-013	Master Plan Map Amendment (MPMA) - No fee for Douglas County agencies	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-014	Master Plan Text Amendment (MPTA) - No fee for Douglas County agencies	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-015	Mixed-Use Commercial/Planned Development (not involving a TSM or variance request) Base fee	$6,524.00	$260.96	$6,784.96	$833.04	$6,856.00	$274.24	$7,130.24	$345.28
	plus ~~$22~~ $23 per dwelling unit over 50 units	$22 per unit over 50 units	4% of fee	TBD	$2 per unit	$23 per unit over 50 units	4% of fee	TBD	$1 per unit
S-016	Mixed-Use Commercial/Planned Development (involving a tentative subdivision map or variance request)	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section III - Planning Division Zoning Permits	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
S-017	Modification to a Conservation Easement	$1,316.00	$52.64	$1,368.64	$167.44	$1,383.00	$55.32	$1,438.32	$69.68
S-018	Modification to the development schedule for a Planned Developement	$918.00	$36.72	$954.72	$116.48	$965.00	$38.60	$1,003.60	$48.88
S-019	Major Modification - 80% of current application fee (excludes PD, MUC or Specific Plan)	80% of current application fee	4% of fee	TBD	TBD	80% of current application fee	4% of fee	TBD	TBD
S-020	Minor Modification	$680.00	$27.20	$707.20	$86.32	$715.00	$28.60	$743.60	$36.40
	Planning Division Review of Building Plans (~~$59.00~~ $62.00 SF) X Building Modification Size (sq. ft.)	$59.00	$2.36	$61.36	$6.78	$62.00	$2.48	$64.48	$3.12
	Planning Division Review of Building Plans (~~$239~~ $251 Com/Ind/MF) X Building Modification Size (sq. ft.)	$239.00	$9.56	$248.56	$30.16	$251.00	$10.04	$261.04	$12.48
S-021	Pre-Application Meeting	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
S-022	Reimbursement Agreement - plus costs for outside consulting or other professional services required by the Director.	$5,436.00	$217.44	$5,653.44	$693.68	$5,713.00	$228.52	$5,941.52	$288.08
S-023	Sign Review	$136.00	$5.44	$141.44	$16.64	$143.00	$5.72	$148.72	$7.28
S-024	Master Sign Plan - charged in addition to Sign Review	$272.00	$10.88	$282.88	$34.32	$286.00	$11.44	$297.44	$14.56
	Sign, Illegal - Impound Fee (collected prior to release)	$103.00	$4.12	$107.12	$12.48	$109.00	$4.36	$113.36	$6.24
S-025	Sign Permit, Temporary - Annual	$75.00	$3.00	$78.00	($46.80)	**$50.00**	**$2.00**	**$52.00**	**($26.00)**
	Sign Permit, "A" Frame, one per business - Renewal not required.	$75.00	$3.00	$78.00	($16.64)	**$75.00**	**$3.00**	**$78.00**	**No Change**
	Sign Permit, Temporary / Single Event	$35.00	$1.40	$36.40	$4.16	**$35.00**	**$1.40**	**$36.40**	**No Change**
S-026	Special Use Permit	$2,633.00	$105.32	$2,738.32	$335.92	$2,767.00	$110.68	$2,877.68	$139.36
	Special Use Permit (Renewable Energy System**)	$926.00	$37.04	$963.04	$117.52	$974.00	$38.96	$1,012.96	$49.92
S-027	Specific Plan (Base fee **plus** ~~**$20**~~ **$24** per dwelling unit over 50 units)	$7,840.00	$313.60	$8,153.60	$1,000.48	$8,240.00	$329.60	$8,569.60	$416.00
S-028	Street Name Change (no fee for governmental agency)	$680.00	$27.20	$707.20	$86.32	$715.00	$28.60	$743.60	$36.40
	Street Name Sign, Single	$272.00	$10.88	$282.88	$34.32	$286.00	$11.44	$297.44	$14.56
	Street Name Sign, Double, unless provided for as part of a development agreement, required by a condition of approval for any development application, or requested by a governmental agency.	$340.00	$13.60	$353.60	$42.64	$358.00	$14.32	$372.32	$18.72
	Street Name Sign, Single (existing pole)	$92.00	$3.68	$95.68	$11.44	$97.00	$3.88	$100.88	$5.20
S-029	Temporary Use Permit	$237.00	$9.48	$246.48	$30.16	$249.00	$9.96	$258.96	$12.48
S-030	Transfer of Development Rights	$137.00	$5.48	$142.48	$16.64	$144.00	$5.76	$149.76	$7.28
S-031	Major Variance	$2,933.00	$117.32	$3,050.32	$374.40	$3,082.00	$123.28	$3,205.28	$154.96
S-032	Minor Variance	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-033	Variance to Improvement Standards (with Subdivision or PM application)	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-034	Zoning Map Amendment	$5,925.00	$237.00	$6,162.00	$756.08	$6,227.00	$249.08	$6,476.08	$314.08
	(Discounted fee if filed with a MPMA)	$2,633.00	$105.32	$2,738.32	$335.92	$2,767.00	$110.68	$2,877.68	$139.36
S-035	Zoning Text Amendment (No fee for Staff or other Gov't Agency)	$5,925.00	$237.00	$6,162.00	$756.08	$6,227.00	$249.08	$6,476.08	$314.08

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	**Section III - Planning Division Land Division Applications**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
S-036	Amended Parcel Map	$1,765.00	$70.60	$1,835.60	$224.64	$1,855.00	$74.20	$1,929.20	$93.60
S-037	Amended Subdivision Map	$3,397.00	$135.88	$3,532.88	$433.68	$3,570.00	$142.80	$3,712.80	$179.92
S-038	Boundary Line Adjustment	$1,185.00	$47.40	$1,232.40	$150.80	$1,246.00	$49.84	$1,295.84	$63.44
S-039	Division of Land into Large Parcels, Tentative ***NRS 278.4713.1(c) ~ Charge no more than $750 per NRS**	$750.00	$30.00	$780.00	($39.52)	$750.00	$30.00	$780.00	$0.00
S-040	Division of Land into Large Parcels, Final (To BOCC)	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee
S-041	Lot Consolidation/Reversion to Acreage	$1,185.00	$47.40	$1,232.40	$150.80	$1,246.00	$49.84	$1,295.84	$63.44
S-042	Map Merger/Re-Subdivision (Subdivision)	$5,096.00	$203.84	$5,299.84	$650.00	$5,356.00	$214.24	$5,570.24	$270.40
S-043	Tentative Parcel Map	$2,718.00	$108.72	$2,826.72	$346.32	$2,857.00	$114.28	$2,971.28	$144.56
S-044	Final Parcel Map	$918.00	$36.72	$954.72	$116.48	$965.00	$38.60	$1,003.60	$48.88
S-045	Tentative Subdivision Map (Base fee **plus ~~$20~~ $24** per dwelling unit over 50 units)	$5,096.00	$203.84	$5,299.84	$650.00	$5,356.00	$214.24	$5,570.24	$270.40
S-046	Final Subdivision Map	$1,324.00	$52.96	$1,376.96	$168.48	$1,392.00	$55.68	$1,447.68	$70.72
Ref. #	**Section III - Planning Division Miscellaneous Applications**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
S-048	Appeal of staff decision To Planning Commission (PC)	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-049	Appeal PC decision to Board of County Commission	$1,047.00	$41.88	$1,088.88	$133.12	$1,101.00	$44.04	$1,145.04	$56.16
S-050	Planning Commission Determination	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-051	Continuance (requested by Applicant prior to noticing being sent)	$718.00	$28.72	$746.72	$91.52	$754.00	$30.16	$784.16	$37.44
	Rehearing (by Applicant or other party with standing) or Continuance (requested by Applicant after noticing has been sent) - no fee for staff or another governmental agency.	$898.00	$35.92	$933.92	$114.40	$944.00	$37.76	$981.76	$47.84
S-052	Time Extension, Administrative (by Applicant)	$478.00	$19.12	$497.12	$60.32	$503.00	$20.12	$523.12	$26.00
S-053	Time Extension for an Item Requiring a Public Hearing (by Applicant)	$1,496.00	$59.84	$1,555.84	$190.32	$1,573.00	$62.92	$1,635.92	$80.08
S-054	Zoning Determination Letter	$119.00	$4.76	$123.76	$14.56	$125.00	$5.00	$130.00	$6.24
	Flood Zone Letter	$119.00	$4.76	$123.76	$14.56	$125.00	$5.00	$130.00	$6.24
S-055	Misc./Additional Planning Services per hour of service	$62.00	$2.48	$64.48	$7.28	$65.00	$2.60	$67.60	$3.12
S-056	**Art in Public Places Application**	**N/A**	**N/A**	**N/A**	**N/A**	**$25.00**	**$1.00**	**$26.00**	**New Fee**

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A'				Resolution 2026R-048 - Exhibit 'A'			
		CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
Ref. #	Section III - Code Enforcement/Vacation Home Rental Division Miscellaneous Applications new fees not included in 2021R-066	Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
S-062	Abatement Process - see 20.691.270 Administrative overhead fee	Actual Abatement Costs +20%	-	TBD	No Change	Actual Abatement Costs +20%	-	TBD	No Change
S-063	Illegal Sign Impound	$103.00	$4.12	$107.12	$12.48	$109.00	$4.36	$113.36	$6.24
S-064	Code Enforcement Appeal to Director	$228.00	$9.12	$237.12	$29.12	$239.00	$9.56	$248.56	$11.44
S-065	VHR Appeal to VHR Advisory Board	$342.00	$13.68	$355.68	$43.68	$359.00	$14.36	$373.36	$17.68
S-066	VHR Appeal to BOCC	$997.00	$39.88	$1,036.88	$126.88	$1,048.00	$41.92	$1,089.92	$53.04

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section IV - Engineering Division Development Applications	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
E-100	Certificate of Amendment	$308.00	$12.32	$320.32	$38.48	$324.00	$12.96	$336.96	$16.64
E-101	Change Order for SIP (also requires plan review fee and permit fee based on the cost of the added work)	$1.00	$0.04	$1.04	$0.00	Calculate per **E-106 & E-107.**			No Change
E-102	Domestic Well Credit Application and Agreement	$247.00	$9.88	$256.88	$31.20	$259.00	$10.36	$269.36	$12.48
E-103	**Encroachment Permit** (below fees may also be charged when applicable)	$136.00	$5.44	$141.44	$16.64	$143.00	$5.72	$148.72	$7.28
	Excavation or Direct Burial - ~~$85~~ $89 or ~~$0.11~~ $0.12 per linear foot. Whichever is greater.	$85 min - TBD	4%	$88.40 min - TBD	$10.40 min - TBD	$89 min - TBD	4%	$92.56 min - TBD	$4.16 min - TBD
	Street Boring (per bore)	$59.00	$2.36	$61.36	$6.76	$62.00	$2.48	$64.48	$3.12
	Street Cutting + Pavement Condition Index Fee	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
	PCI 0-55 (or greater than 15 years) Saw cut L.F. x ~~$0.60~~ $0.63	$0.60	$0.02	$0.62	$0.08	$0.63	$0.03	$0.65	$0.03
	PCI 56-69 (or 11-15 years) Saw cut L.F. x ~~$1.20~~ $1.26	$1.20	$0.05	$1.24	$0.15	$1.26	$0.05	$1.31	$0.06
	PCI 70-85 (or 6-10 years) Saw cut L.F. x ~~$1.80~~ $1.89	$1.80	$0.07	$1.87	$0.23	$1.89	$0.08	$1.96	$0.10
	PCI 86-100 (or less than 5 years) Saw cut L.F. x ~~$2.28~~ $2.52	$2.28	$0.09	$2.37	$0.19	$2.52	$0.10	$2.62	$0.25
	Driveway Connection	$60.00	$2.40	$62.40	$7.28	$63.00	$2.52	$65.52	$3.12
	Concrete Curbs, Gutters, Pads & Sidewalks - ~~$85 or $0.06~~ $89 or $0.06 per square foot whichever is greater	$85 min - TBD	4%	$88.40 min - TBD	$10.40 min - TBD	$89 min - TBD	4%	$92.56 min - TBD	$4.16 min - TBD
	Culvert Placement within County Right of Way, private access easements, or other offsite locations	$60.00	$2.40	$62.40	$7.28	$63.50	$2.54	$66.04	$3.64
E-105	**Road Closure** - Includes ~~$63~~ $66 Review Fee and ~~$61~~ $64 Inspection Fee	$124.00	$4.96	$128.96	$15.60	$130.00	$5.20	$135.20	$6.24
E-106	**Site Improvement Permit Fee** – see from and to list below From $1 to $25,000 = ~~4.92%~~ 5.172% of the value of work. From $25,000 to $100,000 = ~~$1,230~~ $1,293 fee + ~~3.59%~~ 3.773% of the value of work in excess of $25,000. For work over $100,000 = ~~$4,820~~ $4,123 fee + ~~1.77%~~ 1.860% of value of work in excess of $100,000.	TBD - $1,230 max TBD - $4,820 max TBD - $4,820 min	4% of fee	TBD - $1,279.20 max TBD - $5,012.80 max TBD - $5,012.82 min	$156 $582.40 (-$80.58)	TBD - $1,293 max TBD - $4,123 max TBD - $4,123 min	4% of fee	TBD - $1,344.44 max TBD - $4,287.92 max TBD - $4,287.92 min	$65.24 (-$724.90) (-$724.90)
	Note: Value of work which will be inspected by authorized entity other than Douglas County will not be included in calculating Site Improvement Permit Fee.								
E-107	**Site Improvement or Commercial Site Work Plan Review Fee** From $1 to $100,000: (value of work) X ~~(1.575)~~(1.655%). From $100,001 to $200,000: ~~$1,710~~ $1,655 + (value of work - $100,000) X ~~(.525%)~~(0.552%). $200,001 or more: ~~$2,280~~ $2,207 + (value of work - $200,000) X ~~(.29%)~~(0.305%).	TBD - $1,710 max TBD - $2,280 max TBD - $2,280 min	4% of fee	TBD - $1,778.40 max TBD - $2,371.20 max TBD - $2,371 min	TBD -$218.4 TBD - $200 TBD-$200	TBD - $1,655 max TBD - $2,207 max TBD - $2,207 min	4% of fee	TBD - $1,721.20 max TBD - $2,295.28 max TBD - $2,295.28 min	TBD (-$57.20) TBD (- $75.92) TBD (- $75.92)
E-108	**Subsequent Review** - 3rd plan review submittal of Site Improvement Permit (SIP)/Commercial Plan's (4th plan submittal) - 10% of SIP Plan Review Fee or Commercial Building Permit Plan Review will be charged for 4 or more reviews. **<No Change to this item>**	+ 10% Plan Review Fee	4% of fee	-	No Change	+ 10% Plan Review Fee	4% of fee	-	No Change
E-109	Engineering Study/Peer Review - See Adminstrative Fee A-101	+ 10% Plan Review Fee	-	-		+ 10% Plan Review Fee	-	-	
E-110	**Work Without Construction Permit - (in addition to required application fee)**	**$1,371.00**	**$54.84**	**$1,425.84**	**$174.72**	$1,441.00	$57.64	$1,498.64	$72.80

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions Section IV - Engineering Division Flood Plain Development Applications	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%) Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)	Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026 Fee	Tech Fee (+4%)	Total Fee	Difference in fee ($)
E-120	FEMA CLOMR/LOMR Peer Review based on actual costs per the fee A-101 Administrative service fee	Actual cost + 10%	4% of fee	TBD	TBD	Actual cost + 10%	4% of fee	TBD	TBD
E-121	**Administrative fee of ~~$433~~ $455,** the applicant will be required to submit an Administrative Fee plus a deposit of thirty-five hundred dollars ($3,500) with the County. Any additional direct costs in excess of thirty-five hundred dollars ($3,500) will be invoiced to the applicant. Any remaining funds from the thirty-five hundred dollar ($3,500) deposit will be returned to the applicant.	$433.00	$17.32	$450.32	$55.12	$455.00	$18.20	$473.20	$22.88
E-122	Floodplain Development Review permit	$299.00	$11.96	$310.96	$37.44	$315.00	$12.60	$327.60	$16.64
E-123	Letter of Map Revision (LOMR) Review (if Fema approved CLOMR)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-124	Letter of Map Revision (LOMR) Review (if no CLOMR has bee approved by FEMA	$433.00	$17.32	$450.32	$55.12	$455.00	$18.20	$473.20	$22.88
E-125	Conditional Letter of Map Revision for Fill (CLOMR-F)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-126	Letter of Map Amendment (LOMA)(Only in req'd Fldwy)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-127	Letter of Map Revision for Fill (LOMR-F)	$185.00	$7.40	$192.40	$22.88	$195.00	$7.80	$202.80	$10.40
E-128	Water Conveyance Advisory Committee (WCAC) Review	$778.00	$31.12	$809.12	$98.80	$818.00	$32.72	$850.72	$41.60
NOTES:	*All governmental agencies shall be allowed a seventy-five percent (75%) reduction in Planning and Engineering fees. **Renewable Energy applications are allowed a 50% reduction in Building related fees. In addition, all projects identified and assigned a project number in the Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program (EIP) and mostly funded by federal, state, or local governments shall be allowed a seventy-five percent (75%) reduction in Site Improvement Permit fees.	Various Fees	4% of fee	TBD	TBD	Various Fees	4% of fee	TBD	TBD

Douglas County Nevada
Community Development Fee Schedule
Resolution 2026R-048- Exhibit 'A'

Ref. #	Exhibit - A Community Development Fee Schedule by Divisions	Resolution 2024R-053 - Exhibit 'A' CPI % (14%)= Based on Jan. 2022 (7.7%) & Jan. 2023 (6.3%)				Resolution 2026R-048 - Exhibit 'A' CPI % (5.1%)= Based on Jan. 2025 & Jan. 2026			
	Section V - ADDED FEES Carson City Health and Human Services Administrative Fees	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
CCH-501	Re-inspection Fee	$57.00	No Fee	$57.00	$5.00	$59.00	No Fee	$59.00	$2.00
CCH-502	Pre-application Fee	$28.00	No Fee	$28.00	$2.00	$29.00	No Fee	$29.00	$1.00
CCH-503	Seasonal Farmers Market Fee	$114.00	No Fee	$114.00	$10.00	$119.00	No Fee	$119.00	$5.00
CCH-504	Cottage Food Application Fee	$28.00	No Fee	$28.00	$2.00	$29.00	No Fee	$29.00	$1.00
CCH-505	Late Fee for 1-14 Day Event	**$25.00**	**No Fee**	**$25.00**	**New Fee**	$26.00	No Fee	$26.00	$1.00
CCH-506	**Annual Temporary Food Establishment Permit (NAC 446.632)**	**N/A**	**N/A**	**N/A**	**N/A**	**$150.00**	**No Fee**	**$150.00**	**New Fee**
Ref. #	**Section VI - Building Division - Added Fees Miscellaneous Applications and Fees**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**	**Fee**	**Tech Fee (+4%)**	**Total Fee**	**Difference in fee ($)**
B-601	TRPA Building Permit Allocation (Tahoe Basin Only)	**$446.00**	**$17.84**	**$463.84**	**New Fee**	$469.00	$18.76	$487.76	$23.92
B-602	Building Permit Allocation (Valley only)	$446.00	$17.84	$463.84	$56.16	$469.00	$18.76	$487.76	$23.92
B-603	Appeal of the Decision to Allocate a Building Permit	$303.00	$12.12	$315.12	$38.48	$318.00	$12.72	$330.72	$15.60
B-604	Building Permit Allocation Transfer (Valley only)	$383.00	$15.32	$398.32	$48.88	$402.00	$16.08	$418.08	$19.76
B-605	Appeal of the Decision to Transfer an Allocation	$319.00	$12.76	$331.76	$40.56	$335.00	$13.40	$348.40	$16.64
B-606	Bank and/or Borrow a Buidling Permit Allocation (Valley only)	$638.00	$25.52	$663.52	$81.12	$670.00	$26.80	$696.80	$33.28
B-607	Appeal of the Decision to Bank and/or Borrow an Allocation	$587.00	$23.48	$610.48	$74.88	$617.00	$24.68	$641.68	$31.20
B-608	Six-Month Extension of a Building Permit	$124.00	$4.96	$128.96	$15.60	$130.00	$5.20	$135.20	$6.24
B-609	Temporary Certificate of Occupancy	$237.00	$9.48	$246.48	$30.16	$249.00	$9.96	$258.96	$12.48
B-610	Manufactured Home – Replacement	**$158.00**	**$6.32**	**$164.32**	**New Fee**	$166.00	$6.64	$172.64	$8.32
B-611	Manufactured Home – New w/ Foundation	**$332.00**	**$13.28**	**$345.28**	**New Fee**	$348.00	$13.92	$361.92	$16.64
B-612	Change of Occupancy	**$45.00**	**$1.80**	**$46.80**	**New Fee**	$47.00	$1.88	$48.88	$2.08
B-613	Re-Establish Utilities	**$45.00**	**$1.80**	**$46.80**	**New Fee**	$47.00	$1.88	$48.88	$2.08
B-614	Fence Wood / Metal (per lineal foot)	**$19.00**	**$0.76**	**$19.76**	**New Fee**	$19.00	$0.76	$19.76	$0.00
B-615	Fence Masonry / Rockery (per lineal foot)	**$25.00**	**$1.00**	**$26.00**	**New Fee**	$26.00	$1.04	$27.04	$1.04
B-616	**Non-Refundable [Residential Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**
B-617	**Non-Refundable [Single Family Dwelling Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**
B-618	**Non-Refundable [New Commercial Permit Deposit Fee]**	N/A	N/A	N/A	N/A	**$100.00**	**$4.00**	**$104.00**	**New Fee**

COMMUNITY DEVELOPMENT
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(Updated 07/30/2026)

Building Valuation Area Multipliers

Recalculated on annual basis supplied by Douglas County Assessor's Office

Category	Description	Location	Multiplier
1	Valley Residential	All valley areas outside of the specified locations below	1.22
2	Valley Residential	Job's Peak, Eagle Ridge, Canyon Creek, Freedom Ranch, Preserve at Genoa, Westwood Village Riverfront, Dangberg Reservoir Waterfront, Topaz Lake Waterfront	1.45
3	Valley Residential	Clear Creek	1.66
4	Lake Tahoe Residential	All lake areas outside of the specified locations below	1.66
5	Lake Tahoe Residential	Lake side of Hwy 50 and waterfront	2.36
6	Lake Tahoe Residential	Waterfront	3.37
7	Valley Commercial		1.07
8	Lake Tahoe Commercial		1.20

Final building permit valuation shall be set by the Building Official. The Building Official may use the ICC Building Valuation Data Chart and/or Douglas County Assessor's Approved Area Multipliers. The Building Official may assign multipliers to construction projects given complexity and quality of materials.

2026 Douglas County Building Code Valuation Table

Square Foot Construction Costs [a, b, c, d, e, f]

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	357.33	344.89	333.96	321.01	300.49	291.98	310.03	280.47	269.61
A-1 Assembly, theaters, without stage	328.57	316.12	305.20	292.25	271.49	262.97	281.27	251.46	240.61
A-2 Assembly, nightclubs	277.44	269..30	260.84	250.89	234.99	228.61	242.28	213.69	205.58
A-2 Assembly, restaurants, bars, banquet halls	276.44	268.30	258.84	249.89	232.99	227.61	241.28	211.69	204.58
A-3 Assembly, churches	331.74	319.29	308.36	295.42	275.14	266.62	284.43	255.12	244.26
A-3 Assembly, general, community halls, libraries, museums	276.12	263.37	251.75	239.80	218.28	210.76	228.82	198.26	188.40
A-4 Assembly, arenas	327.57	315.12	303.20	291.25	269.49	261.97	280.27	249.46	239.61
B Business	309.01	297.89	287.04	274.77	250.17	241.34	264.17	223..59	213.27
E Educational	296.02	285.47	275.84	264.24	245.34	232.84	255.15	214.74	207.79
F-1 Factory and industrial, moderate hazard	169.11	160.95	150.84	145.13	129.25	122.95	138.37	107.18	99.77
F-2 Factory and industrial, low hazard	168.11	159.95	150.84	144.13	129.25	121.95	137.37	107.18	98.77
H-1 High Hazard, explosives	157.75	149.59	140.48	133.77	119.20	111.90	127.00	97.13	N.P.
H234 High Hazard	157.75	149.59	140.48	133.77	119.20	111.90	127.00	97.13	88.73
H-5 HPM	309.01	297.89	287.04	274.77	250.17	241.34	264.17	223.59	213.27
I-1 Institutional, supervised environment	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
I-2 Institutional, hospitals	485.04	473.91	463.07	450.80	425.24	N.P.	440.20	398.66	N.P.
I-2 Institutional, nursing homes	334.61	323.48	312.64	300.37	277.75	N.P.	289.77	251.17	N.P.
I-3 Institutional, restrained	325.77	314.64	303.80	291.53	269.89	260.06	280.93	263.64	230.99
I-4 Institutional, day care facilities	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
M Mercantile	207.08	198.94	189.48	180.53	164.30	158.91	171.92	143.00	135.89
R-1 Residential, hotels	286.53	276.38	266.63	256.68	234.71	228.48	256.15	211.66	204.20
R-2 Residential, multiple family	239.24	229.09	219.34	209.38	188.69	182.45	208.85	165.63	158.18
R-3 Residential, one- and two-family [d]	224.62	218.65	213.40	208.84	201.86	194.67	213.06	187.70	175.92
R-4 Residential, care/assisted living facilities	283.25	273.10	263.35	253.39	231.93	225.70	252.86	208.88	201.43
S-1 Storage, moderate hazard	156.75	148.59	138.48	132.77	117.20	110.90	126.00	95.13	87.73
S-2 Storage, low hazard	155.75	147.59	138.48	131.77	117.20	109.90	125.00	95.13	86.73
U Utility, miscellaneous	125.18	118.05	109.33	104.91	93.46	87.55	99.89	74.38	71.07

a. Private Garages use Utility, miscellaneous b. Shell only buildings deduct 20% c. NP = Not permitted d. Unfinished basements (Group R-3) = $31.50/ sq. ft.

e. Commercial TI deduct 50% f. Interior remodel of habitable space (Group R-3) deduct 50%

Flat fees are for residential permits only and are not subject to this table:

Patio Cover Flat Fee	$246.04	Spa - Above Ground Tub/ Pool Flat Fee	$358.84	HVAC Furnace/ AC Flat Fee	$176.49	Change of Occupancy Flat Fee	$57.05
Carport Flat Fee	$358.84	Pool - Inground Flat Fee	$1,056.07	Water Heater Replace/ Upgrade Flat Fee	$94.52	Re-establish Service Flat Fee	$57.05
Generator Flat Fee	$291.91	Fireplace/ Stove Install/ Replace Flat Fee	$108.18	Electrical Panel Changeout/ Upgrade Flat Fee	$108.50	Utility Trench per LF	$42.04
Solar Flat Fee	$331.66	Re-Roof Flat Fee	$326.79	Window Replacement Flat Fee	$190.16		
		Re-Siding Flat Fee	$121.84	Gas Line New Flat Fee	$138.47		

AGENDA ITEM NO. 12.6

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion regarding the adoption of **Resolution 2026R-016**, a resolution amending certain rates, fees, and charges for services provided by the Douglas County Community Development, Vacation Home Rental (VHR) Department, as provided for in Douglas County Code 20.622, and repealing Resolution 2022R-089, which previously established the current VHR fees in 2022. Community Development recommend an increase in the Fee Schedule by approximately 15% on November 1, 2026. These increases are based on the Board of County Commissioners' desire to have the VHR program be self-funded. (Tom Dallaire, Community Development Director and Ernie Strehlow, Program Manager)

RECOMMENDED MOTION:
Adopt Resolution **2026R-016**, increasing the VHR Fee Schedule by approximately 15% on November 1, 2026, and repealing Resolution 2022R-089.

FINANCIAL IMPACT:
The Board of County Commissioners desire to self-fund the administration of the Vacation Home Rentals. As a part of the code revisions to the program, permitting and enforcement, the fees must be revised to reflect the cost of additional staff to support the changes to the program. Changes to wages over the past four years are anticipated to create a deficit to the administration of the program of approximately $130,228. If the fee increase is approved, there will be no anticipated deficit to the program in the current budget year.

BACKGROUND:
In 2021, the Douglas County Board of Commissioners (the "Board") approved the formation of both a Vacation Home Rental Advisory Board and new executive positions to better administer the VHR program. The current VHR administration includes a Program Manager, a District Attorney resource, two code enforcement officers, two DCSO Officers, and a VHR Coordinator.

The Board has determined that all expenses associated with administering the VHR program should be

funded by VHR permit fees. Accordingly, the fees should be regularly adjusted to ensure they are set at a level which reasonably reimburses the County for all costs incurred in administering the VHR program and providing VHR services, including investigations, monitoring, permitting, and enforcement.

Permit fees were last increased in 2022 and the mix of new permits to renewals as well as VHR volume has allowed the program's revenues to stay within the range of the program's total costs. However, in the current fiscal year, the program is expected to run at a deficit if fees are not increased. This deficit is largely due to a shift in application numbers. There are now fewer applications for new VHR permits (which carry higher fees) and more applications to renew existing VHR permits (which carry lower fees).

ATTACHMENTS:
VHR Fee - Resolution 2026R-016.pdf

RESOLUTION 2026R-016

A RESOLUTION AMENDING CERTAIN RATES, FEES, AND CHARGES FOR SERVICES PROVIDED BY THE DOUGLAS COUNTY COMMUNITY DEVELOPMENT, VACATION HOME RENTAL DEPARTMENT AS PROVIDED FOR IN DOUGLAS COUNTY CODE 20.622, AND REPEAL RESOLUTION 2022R-089 WHICH PREVIOUSLY ESTABLISHED THE CURRENT VHR FEES IN 2022.

WHEREAS, the Douglas County Board of Commissioners ("Board") has determined that the County rates, fees and charges for services provided by the Vacation Home Rental Department related to the administration and enforcement of the County's Vacation Home Rental (VHR) program should be set at a level which, at a minimum, reasonably reimburses the County for all costs incurred in providing VHR services of investigation, monitoring, permitting and enforcement; and

WHEREAS, Chapter 278 of Nevada Revised Statutes (NRS) authorizes the governing body to determine applicable fees for development; and

WHEREAS, Douglas County Code section 20.40 authorizes the Douglas County Board of Commissioners to set rates, fees, and charges by resolution; and

WHEREAS, Resolution Number 2022R-089 in 2022 is being amended to increase the current fees to cover the incremental costs of the services provided the VHR Department; and

WHEREAS, the Board of County Commissioners approved on January 20, 2022, to create administrative positions to operate the program and on February 3, 2022 the Board approved a Deputy District Attorney to support the Vacation Home Rentals regulations in Douglas County; and

WHEREAS, the Board of County Commissioners desire to self-fund the administration of the Vacation Home Rentals. As part of the code revisions for the program, permitting and enforcement, the fees must be revised to reflect additional staff to support the changes to the program; and

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Board of County Commissioners to adjust the fees for the Vacation Home Rental program are as follows:

SECTION I – RESOLUTION 2022R-089 IS REPEALED.

SECTION II –**ADMINISTRATIVE DIVISION:** THE FOLLOWING MISCELLANEOUS ADMINISTRATIVE FILING FEES RELATED TO VACATION HOME RENTAL PERMITS ARE ESTABLISHED PURSUANT TO TITLE 20, CHAPTER 20.40 AND 20.622, OF THE DOUGLAS COUNTY DEVELOPMENT CODE:

The filing fee for VACATION HOME RENTAL PERMIT applications are as follows:

VHR Fee Schedule Fiscal Impact Analyses	Tier 1 1-4 True Host		
	Existing	Proposed	Difference
Application Fee - New	~~$ 590.00~~	$ 690.00	15%
4% Technology Fee - New	~~$ 23.60~~	$ 27.14	15%
Application Fee - Renewal	~~$ 475.00~~	$ 546.00	15%
4% Technology Fee - Renewal	~~$ 19.00~~	$ 21.85	15%

VHR Fee Schedule Fiscal Impact Analyses	Tier 2 10 or less		
	Existing	Proposed	Difference
Application Fee - New	~~$ 2,070.00~~	$ 2,381.00	15%
4% Technology Fee - New	~~$ 82.80~~	$ 95.22	15%
Application Fee - Renewal	~~$ 1,540.00~~	$ 1,771.00	15%
4% Technology Fee - Renewal	~~$ 61.60~~	$ 70.84	15%

VHR Fee Schedule Fiscal Impact Analyses	Tier 3 Greater than 10		
	Existing	Proposed	Difference
Application Fee - New	~~$ 4,735.00~~	$ 5,445.00	15%
4% Technology Fee - New	~~$ 189.40~~	$ 217.81	15%
Application Fee - Renewal	~~$ 4,260.00~~	$ 4,889.00	15%
4% Technology Fee - Renewal	~~$ 170.40~~	$ 195.96	15%

VHR Fee Schedule Fiscal Impact Analyses	General Service Fees		
Waitlist Fee	~~$ 120.00~~	$ 138.00	15%
4% Technology Fee - Waitlist	~~$ 4.80~~	$ 5.52	15%
VHR Appeal Application for staff decision	$ 300.00		
Board of County Commission Appeal Application for VHR Advisory Board decision	$ 875.00		

SECTION III: THIS RESOLUTION SHALL BECOME EFFECTIVE ON NOVEMBER 1, 2026.

ADOPTED this Seventeenth Day of September 2026 the following vote:

Ayes: Commissioners: _____
_____
_____
_____
_____

Nays: Commissioners: _____
_____

Absent: Commissioners: _____
_____

_____
Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans,
Douglas County Clerk-Treasurer

VHR Permit Cap per Ordinance (no tier 1)	600
Total Licensed VHR's as of March 2, 2026	558
Remaining VHR Licenses	42
Total estimated VHR's in Tahoe Township	600
Estimated number of new permits per year	100
Estimated % of renewal permits per year	80%

Budget – Salaries plus Fringe

Position Detail	FTE		Annual Budget Estimate
VHR Program Manager	0.5	$	95,912
Code Enforcement Officer	1.0	$	121,197
Code Enforcement Officer	1.0	$	110,794
CE "Standby"	1.0	$	14,616
Development Coordinator	1.0	$	97,202
Deputy Sheriff II	2.0	$	328,554
Deputy DA I	1.0	$	264,207
Total	7.5	$	1,032,482

New Positions:
N/A

Budget - Services and Supplies

	Budgeted Expenses for Code Enforcement and VHR:	%		
520.064	Travel	1.00	$	1,717
520.078	Printing & Binding	1.00	$	1,225
520.114	Motor Pool Expense	1.00	$	20,647
520.130	Rents and Leases bldg	1.00	$	4,536
520.170	Memberships	1.00	$	675
520.200	Training & Education	1.00	$	2,000
521.100	Professional Services = Granicus	1.00	$	34,000
521.137	Public/Legal Noticing	1.00	$	2,443
532.028	Uniforms	1.00		
532.055	Books & Periodicals	1.00	$	250
533.806	Software	1.00	$	-
550.037	Advisory Board Expenses	1.00	$	12,000
	Total		$	79,493
	Gross Total		$	1,111,975

VHR Permit Breakdown

Revised	15.00% % increase					
	Tier 1	Tier 2	Tier 3	Waitlist		
NEW permit	$ 679	$ 2,381	$ 5,445	$ 138.00		
Tech Fee 4%	$ 27.14	$ 95.22	$ 217.81	$ 5.52		
RENEWAL	$ 546	$ 1,771	$ 4,899			
Tech Fee 4%	$ 21.85	$ 70.84	$ 195.96			
NEW	-	100	-	60	160	<<Total for rev projection purposes only (waitlist is omitted from VHR EST)
RENEWAL	6	445	10		461	<<Total for rev projection purposes only
Est. # of VHR's	6	545	10		561	<<Total for rev projection purposes only
New Permit REV	$ -	$ 238,050	$ -	$ 8,280	$ 246,330	
Renewal REV	$ 3,278	$ 788,095	$ 48,990		$ 840,363	
Tech Fee	$ 131	$ 41,046	$ 1,960		$ 43,137	
			est. Revenue		$ 1,129,829	
			est. Budget		$ 1,111,975	
			Δ		$ 17,854	

2026-2027		
$	840,363	101-000-321.150
$	246,330	101-000-320.150
$	43,137	101-000-341-589
$	1,129,829	Fin Budget Revenue

Budget – if we do not increase the VHR permit fee

Existing Fee 2026-2027

VHR Fee Schedule Fiscal Impact Analyses	Tier 1 1-4 True Host	Tier 2 1-10	Tier 3 10+	Waitlist	Total
Application Fee - New	$ 590	$ 2,070	$ 4,735	$ 120	
Technology Fee	$ 24	$ 83	$ 189		
Application Fee - Renewal	$ 475	$ 1,540	$ 4,260		
Technology Fee	$ 19	$ 62	$ 170		
Estimated 2026-27 New	-	100	-	60	160
Estimated 2026-27 Renewals	6	445	10		461
Estimated # of VHR's	6	545	10		561
Application Revenue - New	$ -	$ 207,000	$ -	$ 7,200	$ 214,200
Application Fee - Renewal	$ 2,850	$ 685,300	$ 42,600		$ 730,750
Technology Revenue	$ 114	$ 35,692	$ 1,704		$ 37,510
			est. Revenue		$ 982,460
			est. Budget		$ 1,111,975
			Δ		$ (129,515)

Subsidized if no increase

AGENDA ITEM NO. 13.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: September 17, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

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

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed.

These boards/commissions/meetings include but are not limited to the following:

Mark Gardner, Chairman:
- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alt.)
- Regional Transportation Commission
- Quad County Coalition
- Joint Powers Authority/Waste Management (Alt.)

Commissioner Nathan Tolbert, Vice Chair:
- Audit Committee

- Carson Water Subconservancy District
- Debt Management Commission
- Lake Tahoe South Shore Chamber (Alt.)
- Nevada Association of Counties (NACO)
- Nevada Works
- Parks & Recreation Advisory Board
- Quad County Coalition (Alt.)
- Tahoe Regional Planning Agency (Alt.)
- Tahoe Transportation District (Alt.)
- Western Nevada Development Authority (WNDD)

Commissioner Wesley Rice:
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chamber
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)

Commissioner Sharla Hales:
- Carson Valley Arts Council
- Carson Water Subconservancy District
- China Spring and Aurora Pines Girls Facility Advisory Board Executive Committee
- Douglas County Business Council
- Nevada Works (Alt.)
- South Shore Transportation Management Association
- Tahoe Event Center Stakeholder Group
- Tahoe Transportation District

Commissioner Danny Tarkanian:
- Carson Valley Visitors Authority (Alt.)
- Law Library
- Northern Nevada Development Authority (NNDA)
- Nevada Tahoe Conservation District

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: