Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, April 2, 2026 **10:00 AM** **Historic Courthouse**
1616 Eighth St.
Minden, NV 89423

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

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

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

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

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

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

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

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

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

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

April 2, 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 Sheriff Dan Coverley

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

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

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

In addition to opening public comment, public comment will also be taken on administrative agenda items that are identified for possible action and closing public comment. If you plan to speak on a specific agenda item that is on the administrative agenda and identified for possible

action, then please provide your public comment when that agenda item is heard. Public comment will not be taken on Liquor Board agenda items. If you would like to provide public comment on Liquor Board agenda items, please provide your public comment during opening public comment or closing public comment.

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

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

4. APPROVAL OF AGENDA

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

APPROVAL OF PREVIOUS MINUTES

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

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

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to adopt **Ordinance 2026-1664**, an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.08 – Intoxicating Liquor Sale Licenses, Section 5.08.80 – License Restrictions – to add the requirement that certain employees of licensees complete alcohol seller, server, and dispenser training within 30 days of employment, and that licensees establish a continuing program of training for employees related to compliance with applicable laws related to the sale, service, and dispensing of alcohol to include the prohibition on the sale of alcohol to persons under the age of 21 years. Second Reading. (Sheriff Dan Coverley and Zach Wadlé, Deputy District Attorney)

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 and allow Director of Public Works to execute a $30,000 professional services contract with RAD Strategies Inc. to support marketing and promotional activities for the Minden-Tahoe Airport's 2026 SkyFest Airshow, October 16-18, 2026. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to accept the 2026 Prison Rape Elimination Act (PREA) Facility Audit Report for the China Spring Youth Camp. (Jessica Stocking, China Springs Youth Camp Director)

C. For possible action. Discussion regarding the Commercial Building Permit application for a Tahoe Transport Bus Shelter, located south of the North County Walmart, within the Douglas County right-of-way at Topsy Lane, and authorize the Community Development Director to sign the Tahoe Transportation District application for improving existing sidewalk and landscaping area to accommodate a new Bus Shelter for the public transit system. (Tom Dallaire, Community Development Director)

D. For possible action. Discussion to accept the 2025 Annual Report from the Douglas County Community Services Foundation. (Brook Adie, Community Services Director)

E. For possible action. Discussion to authorize the Community Services Department to purchase one transit van with a rear entry-wheelchair lift and side entry bus door access for $98,340 from Las Vegas Bus Sales. (Brook Adie, Community Services Director)

F. For possible action. Discussion to adopt **Resolution 2026R-009** augmenting the Fiscal Year 2025-26 budget for the Town of Gardnerville's various funds by $725,502. (Kathy Lewis, Chief Operating Officer)

G. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through February 28, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

H. For possible action. Discussion to award a $162,499.05 construction contract to Sierra Controls, LLC for the Cave Rock Treatment Plant Programmable Logic Controller (PLC) Replacement Project and authorize the County Manager or 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)

I. For possible action. Discussion to authorize an increase to the Fiscal Year 2025-26 Purchase Order with the Nevada State Department of Public Safety from $143,645 to $151,852 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Court prior to sentencing in criminal cases. (Delores Goelz, Fiscal Management Analyst)

ADMINISTRATIVE AGENDA

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

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

PRESENTATIONS

11. For presentation only. Ceremonial presentation of **Proclamation 2026P-012**, proclaiming the month of April 2026 as National Autism Awareness Month in Douglas County. (Melissa Elges, Autism Awareness Advocate and Community Member)

COMMUNITY DEVELOPMENT

12.1 For presentation only. Introduction of **Ordinance 2026-1665**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010. First Reading. (Kate O'Neil, Principal Planner)

12.2 For possible action. Discussion to hear or continue Verizon Wireless' appeal of the Planning Commission's decision to deny Development Application DP24-0169, a Design Review to install a new 80-foot monopole cell tower and associated network equipment at 1699 County Road, within the Town of Minden (APN: 1320-30-802-004). The appellant is Verizon Wireless (Alan Bar) and the appellant's representative is Epic Wireless (Melissa Ofina). The appeal was assigned development application number DP24-0204. The appellants are requesting a continuance to continue Verizon's efforts to identify alternative locations. In the alternative, a hearing on Verizon's appeal will occur. (Linda Doherty, Assistant Planner)

COMMUNITY SERVICES

13.1 For possible action. Discussion to approve the proposed Dust & Wonder Trail Spike installation locations at Dangberg Home Ranch located at 1450 NV-88, Minden, Nevada (APN 1319-36-000-005) and the Carson Valley Cinemas located a t 1760 U.S. Hwy 395 N, #4700, Minden, Nevada (APN 1320-30-211-093). (Brook Adie, Community Services Director)

13.2 For possible action. Discussion to approve the Douglas County Fairgrounds Master Plan prepared for the Douglas County Community Services Department by Frame Architecture, Inc. and Wood Rogers. (Brook Adie, Community Services Director)

COUNTY MANAGER

14.1 For possible action. Discussion to approve a Memorandum of Understanding to encourage and facilitate cooperation between the National Association of Counties (NACo), the Nevada Association of Counties (NACO), and the host of the Western Interstate Region (WIR) 2027 Conference, in Douglas County, Nevada. (Chairman Mark Gardner)

14.2 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)

15. 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.

16. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the March 5, 2026, regular meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the March 5, 2026, regular meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
030526ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, March 5, 2026, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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1. CALL TO ORDER

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

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

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

2. PLEDGE OF ALLEGIANCE

Led by Commissioner Hales.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
The first order of business at every meeting is Opening Public Comment. 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'll see a green light when you begin and then a yellow light which indicates that you have 30 seconds left and should conclude your comments. Once the light turns red, and you'll hear a beep, 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. I believe we only have two today. And again at Closing Public Comment. If you plan to speak on a specific item that is on the Administrative Agenda, we ask you to speak at that time unless you have to return to work, and then you can certainly speak and then exit. And Public Comment must be limited to matters that are within the jurisdiction and control of the Board of County Commissioners. We have no control of the school board, we have no control of the Sheriff's Office, we have no control of the courts. So within items that are within our jurisdiction, which is very limited and only given to us by the powers by the State Legislature. Public Comment must be addressed to the Chairperson and not to the members of the public so that the Board may take further action on the issues that are raised by the public. When you approach the podium, we ask you to please sign in, state your name and your three minutes will start once you state your name. So Vice Chairman Tolbert will be handling the clock today, so thank you. So at this time, Public Comment will be taken on those items that are within the jurisdiction and control of the Board of County Commissioners. Public Comment.

UNAPPROVED

Jim Jackson speaks:
They shifted some under your shoulder today. At the last meeting, there was a discussion and decisions made on Moore Lane up off of Fremont and at the time, I said that I kind of agreed with your decision. At this point, I'm not sure if I still do because of some other discussions that have gone on. Your decision was, is that the one homeowner that built his barn right on his property line, expecting to always have access to that side of it. It's kind of a dumb thing to do, but he did and the fence was built on that property line. The decision was, is that the fence had to be moved and that he could improve Moore Lane for his benefit. The County said they would make sure that it's to code. Is that just from his property line down to Fremont, or all the way up to the top of where Moore Lane is supposed to go? I believe that if you're going to let him improve any portion of it, it should be the whole thing and he's going to pay for it. The homes that are up at the very top that were the ones probably complaining the most about the fence, are still complaining. And if they don't get that road all the way up there, they'll be back in here after you folks and everything. So I think I mentioned that the last time I was in here, that there is a firestorm that could be opened up because of that. So you're going to have that come back again, I'm sure. Anyway, that was one point. The other point was, I have been told several times by several different people that the movie theater will not get any money from the General Fund; that is incorrect. There is at least $50,000 I was informed of that will be coming out of the General Fund to go to the theater. I don't know if you all realize that, but it is in the agreement. Now what that's for, I'm not really sure, but I understand it's for the maintenance or the running of it or whatever. So in the budget meetings that are coming up, I'm going to be sure that I am here specifically for when that budget comes up to see where that money is being hidden. But I was told it was at least $50,000 that's going to come out of the general budget. So those that have been telling me that there is no funds coming out of the General Fund, re-look at what your agreement was with them. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment?

Charles Heffernan speaks:
I'm going to, I left my regular glasses at home, sorry for this. So I'd like to start out my comments today with…

Chairman Gardner speaks:
Can you please…

Mr. Heffernan speaks:
Yes, Charles Heffernan, Johnson Lane. So I'd like to start out my comments today by commenting on the meeting that the County Manager had with the federal agencies, the BIA and the BLM, and the excellent summary she put together regarding that meeting. It's really heartening to us, at least to me, that you're willing to go to them and hold their feet to the fire. And so thank you so much for that and I appreciate the efforts you're making on holding those agencies to what they're supposed to be doing next. This one isn't quite so rosy, so regarding the agreement and other approvals that Knox has for operating the mine. In their environmental document, they committed to covering the loads on all the trucks leaving the mine, that hasn't happened and I don't know who's responsible for holding that. And I'm not talking about being in conformance with the County ordinance, I'm talking about what they committed to do in the environmental document, okay. Next is the agreement between Knox and the County, and per agreement Section 7, there was to be 20 trips per day for the months of December, January, February, and March. Okay, that has a basis. Saturday, February 14th, I got a copy of the license plate readers for the eastbound camera on Johnson Lane and I sorted that, and I'm glad to provide you with my assessment so you can check this. From the eastbound camera reader, there were 95 trucks using Johnson Lane, that was on Saturday, February 14th. Now the other thing that it says is in no case will operator allow third party sales of materials to occur for customers to either enter or exit the mine on Saturday. I know for a fact because

UNAPPROVED

I saw him, there were many, many, many trucks leaving the mine and going to other sites that were not Knox trucks. 95 trucks, that's way more than 20 and it is February, okay. So again, we've got to hold them to their agreement that they made with you. Monday, February 16th, again, this is per the eastbound camera reader, after sorting, there were 145 trips, way more than 20, way more than the 85 maximum that they have in the agreement, way more than 60 average. So even if my assessment, again, I'm happy to give you a copy of how I assessed this, but even if I'm half wrong, it's way more than it's allowed. Okay. Thank you.

Chairman Gardner speaks:
Thank you.

Ron Conway speaks:
Good morning, hope everybody's having a good day. I'm going to poke the bear. You're right, Mr. Gardner, he is, they are allowed with the 36 hour notice to work on a Saturday. But in Mr. Maxwell's email, no trucks will be on the road before 7:00 AM and no trucks will be on the road after 2:30 PM. I got video time stamped, five trucks going behind my house, which is the last block, not to mention the whole rest of the way up before 7:00 AM, 5:00 AM. One was at 6:37 AM, it was dark out. Yeah, they're allowed with 36 hour notice. At the end of the day the last trucks coming in came in at 3:00 PM to get loaded, the last truck out was 3:15 PM. So they came in after 2:30 PM and they went out after 2:30 PM. I got video evidence to that, I got cameras sitting up there with timestamps. Mr. Maxwell lying again. Now yep, he sent the email, supposedly. I'm still on the fence about that, I've got to do some more research. Can you tell me what good it does the residents if your town guy knows, but we don't? How's that going to help us? He knew, we didn't. The truck started at 6:30 AM bouncing behind my house. I'm an old man, I'm an ex garbageman, quarry person, construction, I get up at 3:00 AM, I don't sleep well. Thanks, I needed it. Okay, yeah, I get frustrated, I get mad and you get the brunt of it, and that's just the way it is because you're politicians. Let's talk a little bit about the impact fee; $9,750, I'm rounding up a little bit, for the year 2025. With what they moved first and second quarter, third and fourth quarter, I could see that possibly going up to maybe $15,000 to $20,000. I hope it don't because if it does, we'll end up like another October 3rd of 2025 where we had 367 trucks in and out of that quarry, that's a far cry from 85. 367 and it came from your paperwork that I asked for, all I did was simply count them.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment here today? Thank you. Before I bring it, well I'll bring it back to the Board. I did want to recognize the fact that I understand we have a number of attendees from Leadership Douglas County in the audience today and so I would like to ask them to please rise and be recognized. Oh, I thought there was going to be a lot more. I thought the word got out that it was going to be a short meeting and they're required to attend a meeting, and so I thought they were all going to rush in today. So anyways, welcome and thank you for attending. With that, we'll close Public Comment.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

UNAPPROVED

APPROVAL OF PREVIOUS MINUTES

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

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

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

CONSENT CALENDAR

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
We'll go into the Consent Calendar. For those that are not aware of it, the Consent Calendar can be passed in its entirety with a simple one single motion. I have been informed that Item F that's listed for possible action is not ready for primetime and has asked to be pulled from this particular meeting. So at this time, I'll entertain a motion to approve the Consent Calendar Items A through J, minus Item F.

Commissioner Hales speaks:
So moved.

Commissioner Rice speaks:
Second.

Chairman Gardner speaks:
Okay. Motion by Commissioner Hales, seconded by Commissioner Rice to approve the Consent Calendar Items A through J, with the exception of F. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5-0.

MOTION TO: Approve the Consent Calendar Items A-J, with Consent Calendar Item F pulled from the agenda for a future meeting; carried.

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

UNAPPROVED

6. CONSENT ITEMS

A. For possible action. Discussion to retroactively approve Lease Amendment #3 to the OrionAir, Inc. and Alofter, LLC Land Lease (LL018), and authorize the County Manager to execute the amendment document, effective January 28, 2026. Amendment #3 updates the identity of the Assignee from Richard Bertea (OrionAir, Inc.) and Darren Youngman/Richard Bertea (Alofter, LLC) and assigns 100% of their interest to Northern Nevada Aviation, LLC. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to retroactively approve a month-to-month T-hangar lease, Lease F-5, at the Minden-Tahoe Airport with Chris Ranker, beginning February 1, 2026, and authorize the Public Works Director to sign the agreement. (Heather MacDonnell, Airport Manager)

C. For possible action. Discussion to accept Subaward Amendment #1 to the Community Services Block Grant from the State of Nevada, Department of Health and Human Services, in the amount of $23,925, bringing the grant total to $52,635 for the time period of October 1, 2025, through September 30, 2026, and authorize the County Manager to sign Subaward Amendment #1. (Brook Adie, Community Services Director)

D. For possible action. Discussion to accept a $300,000 donation from the Lannette Dee Patterson Living Trust to the Douglas County Animal Services Department. (Brook Adie, Community Services Director)

E. For possible action. Discussion to authorize staff to submit an application to the Nevada Division of State Lands for the Lincoln Park buoy field (APN 1418-34-110-066); and authorize the Parks Superintendent to sign the Nevada Division of State Lands Lincoln Park application. (Brook Adie, Community Services Director)

F. For possible action. Discussion to approve a $161,797 contract with UNI Construction to demolish and re-construct sidewalks and ADA ramps at the Parks and Weed Control Office and the UNR Cooperative Extension Office; and authorize the Community Services Director to approve change orders up to 10% of the contract value. (Brook Adie, Community Services Director)

G. For possible action. Discussion to approve a consent to assignment pertaining to a 2012 *Conduit Occupancy and Right of Way License Agreement* between Douglas County and the California Broadband Cooperative, Inc. (CBC) and authorize the County Manager to sign any required documents. CBC requested the County's consent to assign its interest under the 2012 Agreement to the State of California Department of Technology, which purchased the CBC assets subject to the agreement. (Wendy Lang, Assistant County Manager)

H. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through January 31, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

I. For possible action. Discussion to adopt Resolution 2026R-008, a resolution regarding the Disposal of Certain Computer and other Electronic Equipment. The resolution authorizes the donation of specified equipment to ComputerCorps, a non-profit 501(c)(3), pursuant to NRS 244.1505. (Peace Ruggia, Chief Technology Officer)

UNAPPROVED

J. For possible action. Discussion to accept the Douglas County Sheriff's Office Fourth Quarter Jail Division Status Report for October to December 2025. (Captain Stanley)

ADMINISTRATIVE AGENDA

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

PRESENTATIONS

8.1 For presentation only. Ceremonial presentation of an employee service award to Liz Begovich for 20 continuous years of service to Douglas County. (Brook Adie, Community Services Director)

Chairman Gardner read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. It is my honor to co-present this service award for 20 years of distinguished service with Douglas County. Ms. Begovich is a model employee, one that we are all very proud to be working alongside. She exemplifies the values of this organization and has from the moment that she started working here. Everyone who has interacted with Liz recognizes that she's a true joy and brings so much passion to the work that she does. And with that, I'm going to turn it over to our Director of Community Services, Brook Adie to give you the official award. Thank you.

Brook Adie, Community Services Director, speaks:
Thank you. I've had the honor and privilege of working with Liz for about the last four and a half years when I started working with the County. So Liz has been here for 20 years. She started as a Park seasonal employee, then went to the Animal Shelter where she was an Animal Care Assistant, then she was an Animal Care Officer, then she was the Supervisor. Then she came over to Parks and Recreation, where she was our Volunteer Coordinator and now she's the Supervisor of our DART transportation program. She has been such an amazing employee in all of her different roles. She's provided a great attitude, she's been a great support for not only her staff, but also her peers. In her role as the DART Transportation Supervisor, she has taken a position for somebody who was in the role for 25 years probably prior and she has brought a very great, fresh perspective. She has been working really hard at making sure staff are trained, they've got the appropriate equipment, we're working on doing some new routing. So she has been such an asset to that program now as she has been to all of our other programs. So it is my honor and privilege to congratulate you on 20 years.

Applause was heard.

Liz Begovich, Transportation Supervisor, speaks:
I just want to thank everybody for being here and supporting me. And I want to give thanks to God, my husband, Jeff Begovich, the teams that I've worked with throughout the years and the teams that I continue to work with. So thank you guys so much.

Applause was heard.

Ms. Adie speaks:
I will say many of the team members that she has worked with throughout the years, they are all here. So if I can invite you guys all up and we can do a big group photo.

UNAPPROVED

Photos were taken.

RESULT:	**PRESENTATION HELD.**

8.2 For presentation only. Douglas County's contractor, Parametrix, will give a presentation on the Safe Routes For All Plan. The presentation will include updates on community engagement, project progress, data analysis and next steps. (Josh Nordloh, Acting Transportation Engineering Manager and Debbie Swickard, Grants Administrator)

Chairman Gardner read the agenda item into the record.

Josh Nordloh, Acting Transportation Engineering Manager, speaks:
This presentation is on our Safe Streets for All Plan that we received a federal grant to implement this plan. With me is Amy Cummings from Parametrix, her group is putting together the plan for this. They also did our plan for the Safe Streets to School. So with that, I'm going to hand it over to Amy to give her presentation. Thank you.

Amy Cummings, Parametrix Transportation Planner, speaks:
We are underway with the Safety Transportation Plan and appreciate being here today to share where we are. The purpose of the study is to look at the entire county for all modes of transportation and identify opportunities to improve transportation safety. We're taking an especially close look at areas that have had severe crashes. So fatalities or serious injuries, that's where we're putting a lot of our effort, but we're looking at all crashes as well. We want to make sure we're looking for walking, bicycling, and driving, all of the modes of transportation, and we're also keeping in mind on being cost effective in solutions that we can recommend. So we're looking for small scale as well as larger scale types of projects that could improve safety. And this was grant funded, the program. The Safe Streets for All federal program funds planning grants such as this one. The next step is to identify a project in a safety plan and then you can apply for construction funding. So that's one of the things that we have in mind is identifying projects that would be good candidates for future construction funding grants as well in future rounds. Community input is really important to this process and we want to make sure that we are letting folks know that there is a public open house on March 18th. It's at the Douglas County Community and Senior Center dining room from 4:00 PM to 6:00 PM. And we have some fliers here; there's some out on the table by the agendas as well, so we hope folks will join us. There's a QR code on the flier and that will take you to a survey. It's really brief, it's just about eight questions and we're hoping to get people to give us input on what their priorities are, what are their biggest concerns about transportation safety needs. And we've already had over 100 people take this survey, but we want to have a lot more. So we invite everyone who's here to grab a flier and go and take the survey and also join us at the public meeting.

We're also doing other stakeholder meetings and meeting with community folks to get specific input on concerns that they may have. We're building on the work that's come before; the Master Plan, the Transportation Plan, the Safe Routes to School Plan and the Trail Plan, so the priority projects from those are also being considered in this safety effort. And we're looking at, in particular, some of the studies that NDOT has done, like the one on 395. We know that's a big safety need so we're incorporating the results of that, as well as work that they have done up on US 50 and that the Regional Metropolitan Planning Organizations have done like CAMPO and TTD. One aspect of this grant is to look at policies, transportation safety policies at the County level. So we're looking at the documents that have been adopted and identifying some ways that we could potentially strengthen some safety policies in future updates. So when we have the draft plan, that will be one of the things that you'll see, are some ways to maybe add emphasis for transportation safety in future Master Plan updates. The crash analysis has been a big focus up to this point. We have data from NDOT from 2019 to 2023, that's the most recent available.

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So in the county as a whole, there have been over 2,600 crashes, you can see the hotspots for those crashes on this map. And 395 is where a large proportion of those have occurred. But we know NDOT has already done a lot of work and study on 395, so we wanted to make sure we're not ignoring the rest of the County roads that the Public Works Department can focus on. So we did a second analysis that looked at just the non-NDOT roads to see where those crash concerns are. And a lot of those are on the roads that feed into 395, so we are looking at those as well as some other neighborhood roads and regional roads across the region. And I do want to point out there were seven traffic fatalities on local roads during this time period, 17 crashes involving pedestrians and seven involving bicyclists. So those are the numbers that we're really focusing on transportation investments that can bring those numbers down.

Chairman Gardner speaks:
I'm sorry, what was that timeframe for that seven fatalities?

Ms. Cummings speaks:
It's 2019 to 2023.

Chairman Gardner speaks:
Okay, thank you. So we don't have any more recent data than 2023?

Ms. Cummings speaks:
This is the most recent that NDOT has because they take all of the crash records from the County and from law enforcement and they digitize that. They're working on providing updates so that something is in future versions of this plan that could be updated as new data is available. We're taking that data and identifying for one of the other requirements of the plan, the High Injury Network and we'll have bigger maps of this at the public meeting. And invite people to take a look and see if there are areas that we're missing that they think we should be focusing on. And we split it out between the state routes and the local routes, so it's a little easier to see what types of improvements and kind of what agency would be taking the lead on some improvements in those areas. And we wanted to point out that we are looking at all types of crashes, but as we define this, we're putting additional emphasis, kind of additional waiting for the serious and fatal crashes.

Chairman Gardner speaks:
So I hope you don't mind us asking questions as we go along in this presentation. Can we look back at that last slide? Route 756, basically from 395 down to Centerville and near the Ranchos, is that considered a state route?

Mr. Nordloh speaks:
Yes, that is a state route.

Chairman Gardner speaks:
Okay, because I know that we, and Commissioner Tarkanian has really been on top of this as well over the last several years, and the need for a pedestrian access or multimodal access from the Ranchos to our Community Center. And that's basically the route that they would need to take, so hopefully maybe we can get some help in that regard from the State.

Mr. Nordloh speaks:
Thank you. Jon Erb at one point in time had applied for grants for NDOT to do some work in there and got the grants. They kind of pushed back, they wanted the County to fund more of the project, but that's for a different discussion.

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Commissioner Tarkanian speaks:
I won't go further into it, but it's my understanding that NDOT has plans to do a pedestrian path, not as wide as we would like. Do you know if that's still in the plans, or is that something that you're not aware of at this time?

Mr. Nordloh speaks:
I'm not aware yet, I haven't seen those plans. But I will reach out to NDOT and see if I can find anything out for you, sir.

Chairman Gardner speaks:
I also know that, and I still want to talk about 756, because I know that we have a severe question of traffic off of Waterloo onto 756 and whether or not we're going to be able to put a roundabout in there. Which would really help us, in my opinion, to alleviate accidents. And I felt at one time the federal government was going to be involved in that as well, is that still in the making?

Mr. Nordloh speaks:
I'm not sure. I would imagine that whole thing with the pedestrian and a roundabout would probably be of the same project that they would mobilize a contractor to do all that work at once. But as I stated to Commissioner Tarkanian, I will reach out to NDOT and see if I can find out any more information on that. We did receive a RAISE grant to design Waterloo to go connect to Stodick Park on US 395. We just got approval for that this week, it was just signed. And that will alleviate some of the traffic that comes through Waterloo and Lampe Park, but that is not the Waterloo/756. Well it depends on which one you're at, the Waterloo/756 coming off the ranches or the Waterloo/756 by the Feed Store because there's both intersections.

Chairman Gadner speaks:
Yes. So as I understand it, the Waterloo is eventually going to go from the Feed Store behind to the south of our current Community Center and then tie in with 395. Is that correct?

Mr. Nordloh speaks:
That is correct. We just got that grant and just got it signed this week.

Ms. Cummings speaks:
Well thank you, it's very productive and very helpful input for us. Our next step, now that we've done the crash analysis, is to identify potential projects and recommendations. So that's the next phase of this effort and we're working towards having a draft plan this spring in May. So thank you very much.

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

Mr. Nordloh speaks:
Any other questions?

Chairman Gardner speaks:
That's it? Okay.

Mr. Nordloh speaks:
Yes, sir.

Chairman Gardner speaks:
Questions, Commissioners, comments, observations? Nothing, wow. Well it says for presentation only, so I don't think they're bringing anything to us today to act upon, this was informational only. So once

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again, we appreciate you coming before us, Mr. Nordloh and Amy. As always, a pleasure seeing Ms. Swickard, we appreciate the job you're doing over in your department in grants. So thank you, appreciate it.

Mr. Nordloh speaks:
Thank you.

Chairman Gardner speaks:
So not too much of a problem, Mr. Nordloh, one of the first opportunities to visit with us. Okay, not too many problems, a good baptism, so to speak.

RESULT:	**PRESENTATION HELD.**

AIRPORT

9. For possible action. Discussion to adopt Ordinance 2026-1663, amending Title 2 of the Douglas County Code by amending Chapter 2.58: Douglas County Airport Advisory Committee, to change the election cycle of the chair and vice chair. More specifically, Section 2.58.020 will be amended to change the election of the chair and vice chair from annually in the month of March to annually at the first meeting of the calendar year. Second Reading. (Heather MacDonnell, Airport Manager)

Chairman Gardner read the agenda item into the record.

Heather MacDonnell, Airport Manager, speaks:
Thank you, good morning. Thank you for the second reading of this ordinance. This is just a cleanup item for the advisory committee to give a little bit more flexibility to when they meet and how often. So there is that gap sometimes when their term expires and we get a new one elected where we don't have that vice and vice chair position. So this just helps us with that term. So thank you guys.

Chairman Gardner speaks:
Thank you. Any questions of Ms. MacDonnell? Sensing none, this is for possible action, we'll go to Public Comment. Is there any Public Comment on Item 9, Ordinance 2026-1663?

PUBLIC COMMENT – none

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

Commissioner Hales speaks:
I move we adopt Ordinance 2026-1663 amending Title 2 of the Douglas County Code, as presented.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Okay. Everybody awake? Okay, motion by Commissioner Hales, seconded by Commissioner Tarkanian to adopt Ordinance 2026-1663 amending Title 2 of the Douglas County Code, as presented. Sensing no

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further discussion, all those in favor signify by saying aye. The motion passes 5-0. Thank you very much, that was quick.

MOTION TO: Adopt Ordinance 2026-1663, an ordinance amending Title 2 of the Douglas County Code by amending Chapter 2.58; carried.

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

COMMUNITY SERVICES

10. For possible action. Discussion to approve a $21,686 One Nevada opioid funding grant to the Tahoe Douglas Fire Protection District to purchase narcotic storage equipment to support opioid prevention, treatment and recovery, and authorize the Community Services Director to prepare and sign the grant funding agreement. (Brook Adie, Community Services Director)

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Hi, good morning. Thank you for allowing me the opportunity to bring this item forward. The Nevada opioid funding is a result of settlements from manufacturers and distributors of opioids. We've been receiving funds for the last couple of years. In 2022 or 2023, we created a needs assessment that identified what are the things that we would be able to support in our community with the One Nevada funds. Some of the things that the Tahoe Douglas Fire District is requesting do fit within our needs assessment. We have reached out to our State partners to verify that the request is approved or is acceptable within the funding requirements that we have. So the Tahoe Douglas Fire Protection District has been utilizing Barton Hospital to store their narcotics. The Drug Enforcement Administration, the DEA, has come to Tahoe Douglas and said, you are no longer able to store your narcotics in California because you guys are in Nevada. The Tahoe Douglas Fire doesn't currently have the necessary equipment for proper storage of narcotics and so, due to this extra cost, which is something that they were not prepared for, they had come to us to say hey, is this something that you guys would be able to fund that aligns with your funding? So what they're asking to purchase for $21,686 is a BD MedBank Mini system and so this includes the hardware, as well as the software licensing and technical support to properly storage and manage the narcotics that are needed for Douglas County residents. I have Chief Chris Lucas here who is able to answer any questions that you guys might have regarding this funding as well, so thank you.

Chairman Gardner speaks:
Commissioners, questions? I don't see any questions up here, so with that then, we'll go to Public Comment. Is there any Public Comment on Item 10?

PUBLIC COMMENT – none

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

Commissioner Rice speaks:
Thank you. I move that we approve a $21,686 One Nevada opioid funding grant to Tahoe Douglas Fire Protection District, as presented.

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Commissioner Tarkanian speaks:
Motion by Commissioner Rice, seconded by Commissioner Tarkanian to approve the $21,686 One Nevada opioid funding grant to Tahoe Douglas Fire Protection District as stated. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5-0, thank you very much.

MOTION TO: Approve a $21,686 One Nevada opioid funding grant to the Tahoe Douglas Fire Protection District to purchase narcotic storage equipment to support opioid prevention, treatment, and recovery, and authorize the Community Services Director to prepare and sign the grant funding agreement; carried.

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

COUNTY MANAGER

11. 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.

Commissioner Hales speaks:
Thank you. First, congratulations, this might be a new short, so that's great, but I do have a number of things. We went to the NACO Legislative Conference, Vice Chairman Tolbert and I, and Chairman Gardner. And as part of that, we were able to spend a day working with our federal representatives and we focused on the Lands Bill. And I have to give a shout out to Vice Chairman Tolbert because he is very good with his computer and he doesn't mind staying up till all hours of the morning to finesse our presentation to be as persuasive and personal as it could possibly be. And I felt that our presentations were very successful, we received a high priority message from our federal people and I'm very encouraged that that's moving forward. I have attended several of my committee assignments and I'll just note two quick things; at Tahoe Transportation District, we received a presentation yesterday about the transit study that is ongoing, just as we received here not too long ago, with more details. And I feel like that's the right work to be doing and I'm pleased that that's moving forward. This afternoon, South Shore Transportation Management Association will have its annual meeting and I will attend that. I want to note that there are a couple of vacant positions on that board to which we could have a Douglas County resident appointed if we found someone interested and willing to serve. Those vacancies are for a South Shore Education Community Member or a Recreation Provider on the South Shore, so if you know of anyone who might be interested in either of those vacant positions. There is another position, but I've already lobbied someone for that one and I think it's going to work, so I'd like to get more Douglas County reps on that. It's a very good board and it's a bi-state board, and we care about bi-state and all boats. The tide rises all boats, so we don't need people that will just go in and fight for Douglas because we want everybody to improve with this thing. But Douglas County perspective is good and important, so if you know of anyone who may be interested, let me know. Finally, I will note that we've had an ongoing effort for a while, which started with the idea that we love our mountains and that represents mostly the Carson Valley section of our county, and we love our picture here. It occurred to me, wouldn't it be nice to have also representations from a couple other of our locations in our county, namely Lake Tahoe and Topaz

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Lake. So we've done some work, me and Chairman Gardner, and Eric Cachinero in locating some photos; one of Tahoe, one of Topaz and we would like to make similar size prints and put them on the back wall. And we do not want to dip into County coffers to do that, it's going to take about $1,000. So if anyone wants to chip in, I'm chipping in $100. So this is my open invitation to count anyone else in who may want to. So that's all I have. We're up to two, thank you, Chairman Gardner. Anyone else? We'll go down the line, go ahead and commit.

Vice Chairman Tolbert speaks:
I have to clear that expenditure with my wife before I can commit.

Laughter was heard.

Vice Chairman Tolbert speaks:
But I'll try, I think I could do it.

Chairman Gardner speaks:
Okay. Commissioner Rice.

Commissioner Rice speaks:
As luck would have it, most of my meetings are next week and the week after.

Chairman Gardner speaks:
Okay. Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
I have a few. This week was actually pretty busy so far. I had a meeting Tuesday, we had the Parks and Rec Advisory Committee. And so they presented the draft Master Plan for the fairgrounds, so there was a lot of work put into that. We recommended some tweaks from the board before it comes forward to here, so they're going to do that. And I believe it'll be on the agenda in April for that Master Plan. For that section, it was pretty good meeting. A lot of people were there, including the Sheriff who made Public Comment about what could be done, what the benefits could be if we move forward. It's going to be a very heavy lift and take a long time to get that funded if we do that, but having the Master Plan is going to be a good thing. I also, yesterday, attended the Minden-Tahoe Airport Advisory Committee for the Master Plan update there. And I want to assure our public that, it was the first meeting I attended, but that is a quality group of people. I was impressed by the amount of knowledge that the people that were there representing the pilots and the Airport, and the company that is actually managing that Master Plan Amendment or Master Plan update. Just the knowledge and understanding that those people had was really impressive, they're very much in tune with what I keep hearing from the community about not wanting to expand that into a commercial. There's basically nothing in there about that, so far as I can tell about expanding. It's basically expanding the services that we have there now and providing those services better, not additional. So that was really a good meeting. And I think, yeah, that was the last one that was of importance today.

Chairman Gardner speaks:
Thank you. It's already been reported on our activities in Washington, DC, advocating on behalf of the County. I did want to mention, so eight years ago, I served on the Senior Services and Public Transportation Board and I brought to that board a desire or a need to identify that we had no public transportation in South County and a need for that. Well, it's finally happening, it's only taken eight years. But there is a public workshop, feedback sessions on March 12th and on the 17th, from 12:00 PM to 2:00 PM at the TRE Community Center down there. I'm sure those are senior lunches down there. And so we'll

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get some feedback there. And then a public workshop on April 1st from 6:00 PM to 8:00 PM also at the Community Center. So we are finally moving forward on getting transportation to our seniors and other residents down in South County, so I'm looking forward to all of that. Otherwise, I have nothing else to report. Thank you.

RESULT:	**PRESENTATION HELD.**

12. CLOSING PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
So at this time then, we will go to Closing Public Comment.

Charles Heffernan speaks:
I missed my chance to comment on the Safe Routes to School presentation. I'd like to bring your attention to one of the slides that was in that presentation and this is the one on the High Injury Network. And these are streets that represent the locations with concentration of higher severity crashes, fatal and serious injury crashes. And I'd like to bring your attention to the fact that Johnson Lane from the end all the way past Fremont, all the way down to the East Valley section that's down below, that is all on the County's High Injury Network. And as I said before, those locations are important. I would also like to bring to your attention that that is exactly the section that was a part of the ordinance that you proposed, put forward, to limit trucks on that section of the High Injury Network and was then dumped when you got pressure. So now you've got hundreds of trucks going down that High Injury Network section of roadway, when you could have stopped it with that ordinance.

Chairman Gardner speaks:
Thank you.

Jim Jackson speaks:
Sounds like Johnson Lane is coming back into the picture again. It should, as a little incident that happened with me out there; my wife and I drove out to walk our dog and almost got run off the road by one of the gravel trucks. Now this was out on the BLM, there's a speed limit of 25 miles an hour, which nobody is improving on or enforcing. And this truck was traveling probably at least twice that speed coming down there, they're paying no attention to any of the agreement that you made with them. It's time for you folks to get a backbone and stand up to these people. You say the Sheriff is responsible for doing most of it, well then put some pressure on the Sheriff. Yes, he's an Elected Official, you don't control him, you control his budget. Put some pressure on him to start enforcing some of these laws, start enforcing these agreements that you made. The number of trucks going by out there is ridiculous, Knox is thumbing their nose at you. If I was sitting up there, I'd be very embarrassed about that. You're supposed to be representing us. On my way down here, talk about these roundabouts, the one right up here off of Buckeye there was a hay truck, a triple and you've seen how high they load those things, trying to make that roundabout. The first part of the truck made it, the second part of the truck was up on the curb, the third part of the truck I swore was going to tip over because it started swaying. Because he was all the way up on it and that load was leaning, and he was pulling away and it started to shimmer. And I thought, I'm going to be stuck behind that because that much hay going all over the road. So when you put these roundabouts in, look at what kind of truck traffic is going to be coming down there. And maybe you want to either change the idea of the roundabout or limit the truck traffic because something's going to happen and everything. The other thing was, coming across Fremont this morning, Fremont is in terrible shape, absolutely horrible shape. Well somebody is cutting a pipeline or something across the road. And as I came across it today, if they're not going to improve that any better than what they've done on the side

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that supposedly was done, you're going to have people leaving the ground as they cross that at 45 miles an hour. It's more like a speed bump than it is just a patch. So I suggest that the County get out there and take a close look at that and make sure that they make sure it's flat. Because I've got a Thunderbird that I crossed it with and I almost bottomed out on it when I came over it. So if I do, I'll send you the bill. So thank you.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment? Seeing no additional Public Comment, I'll bring it back to the Board and the meeting is hereby adjourned.

13. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 10:53 AM.

Respectfully submitted:

_____

Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

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AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to adopt **Ordinance 2026-1664**, an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.08 – Intoxicating Liquor Sale Licenses, Section 5.08.80 – License Restrictions – to add the requirement that certain employees of licensees complete alcohol seller, server, and dispenser training within 30 days of employment, and that licensees establish a continuing program of training for employees related to compliance with applicable laws related to the sale, service, and dispensing of alcohol to include the prohibition on the sale of alcohol to persons under the age of 21 years. Second Reading. (Sheriff Dan Coverley and Zach Wadlé, Deputy District Attorney)

RECOMMENDED MOTION:
Adopt Ordinance 2026-1664 as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

This amendment to the Douglas County Liquor Code is proposed by Douglas County Sheriff Dan Coverley to codify training requirements for employees of liquor license holders who sell, serve, or dispense alcohol. If adopted, the proposed ordinance will require all such employees to complete training within 30 days of employment, and will require all licensees to establish a continuing annual program for employee training in compliance with all laws related to the sale, service, and dispensing of alcohol, to include the prohibition of the sale of alcohol to persons under the age of 21.

The County Commissioners accepted the Business Impact Statement prepared for Ordinance 2026-1664 at their March 19, 2026, meeting and found the ordinance is not likely to impose a direct and significant economic burden on businesses and will not directly restrict the formation, operation or expansion of a

business. Businesses that object to the adoption of ordinance 2026-1664 may file a written objection with the Clerk to the Board of County Commissioners.

ATTACHMENTS:
Ordinance 2026 -1664 -- Liquor Licensee Employee Training Requirement.pdf

ORDINANCE 2026-1664

SUMMARY

Ordinance 2026-1664 amends the Douglas County Intoxicating Liquor Sale Licenses Code to add the requirement that certain employees of licensees complete alcohol seller, server, and dispenser training within 30 days of employment, and that licensees establish a continuing program of training for such employees in compliance with applicable laws related to the sale, service, and dispensing of alcohol to include the prohibition on the sale, service and dispensing of alcohol to persons under the age of 21 years.

TITLE

Ordinance No. 2026-1664, an ordinance amending Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.08 – Intoxicating Liquor Sale Licenses, Section 5.08.80 – License Restrictions – to add the requirement that certain employees of licensees complete alcohol seller, server, and dispenser training within 30 days of employment, and that licensees establish a continuing program of training for such employees in compliance with applicable laws related to the sale, service, and dispensing of alcohol to include the prohibition on the sale, service or dispensing of alcohol to persons under the age of 21 years.

The Liquor Board of the County of Douglas of the State of Nevada, does ordain:

Douglas County Code Title 5 – Business Licenses and Regulations, Chapter 5.08 – Intoxicating Liquor Sale Licenses, Section 5.08.080 – License Restrictions, is amended with the new language shown as *underlined*, as set forth below, all other sections shall remain in full force and effect:

TITLE 5 – Business Licenses and Regulations

CHAPTER 5.08 – Intoxicating Liquor Sale Licenses

5.08-080 – License Restrictions

All liquor license holders must adhere to and follow the Douglas County Code, the Nevada Revised Statutes and any applicable federal regulations.

A. A golf course that has obtained a liquor license is entitled to provide mobile beverage cart service only within the boundaries of the golf course. Mobile beverage cart shall be deemed as one separate bar regardless of the number of carts.

B. Any person or entity holding a liquor license may temporarily suspend the license for up to two quarters per calendar year without penalty and without full payment for those quarters. The suspended rate shall be set by the board.

C. Any liquor license that is inactive for more than two quarters per calendar year shall be deemed terminated and the holder(s) must reapply if they wish to be considered for another liquor license.

D. No license granted under the provisions of this chapter may be transferred by the licensee to any other person except as provided in section 5.08.090. If the licensee ceases to operate the

licensed business, or if the license is revoked, there shall be no refund of any fees.

E. All liquor licenses must be posted in a conspicuous location that is accessible by members of the public. All liquor license holders must open their premises for inspection, upon demand, to any on-duty member of the sheriff's office, fire department or other county or state entity.

F. The liquor board may issue a special events liquor license in any county-owned park, recreational facility or other county property upon approval of the parks department.

G. A licensee holding an on-site retail liquor license, other than a fraternal, civic or nonprofit organization, may sell and dispense draught beers and ales into glass or ceramic containers for consumption off premises. The containers must be 64 fluid ounces and have a tightly fitted cap that is sealed as so to identify if the cap has been opened. This provision does not include keg sales.

H. Any employee of a holder of a liquor license who sells, serves or dispenses alcohol shall complete alcohol seller, server and dispenser training within 30 days of employment. A holder of a liquor license shall establish a continuing annual program of training for employees who sell, serve or dispense alcohol in compliance with all applicable laws related to the sale, service and dispensing of alcohol, including, but not limited to, the prohibition on the sale, service or dispensing of alcohol to persons under the age of 21 years.

Adopted this _____ day of _____, 2026, by the following vote:

Vote: Ayes: Commissioners _____
_____
_____
_____
_____

Nays: Commissioners _____
_____

Absent: Commissioners _____

_____
Mark Gardner, Chairman

Douglas County Liquor Board

Attest:

_____
Amy Burgans, Douglas County Clerk

This Ordinance is effective on the _____day of _____, 2026

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve and allow Director of Public Works to execute a $30,000 professional services contract with RAD Strategies Inc. to support marketing and promotional activities for the Minden-Tahoe Airport's 2026 SkyFest Airshow, October 16-18, 2026. (Heather MacDonnell, Airport Manager)

RECOMMENDED MOTION:
Approve and allow Director of Public Works to execute a $30,000 contract with RAD Strategies Inc., for the 2026 SkyFest Airshow, as presented.

FINANCIAL IMPACT:
The airshow is structured to be self-funded, with all event-related expenses, including the marketing contract, covered through ticket sales, sponsorships, vendor participation, and related event revenues. There is currently budget capacity for this contract in GL 360-611 521.100 Professional Services.

BACKGROUND:
The proposed $30,000 marketing contract will support promotional activities for the upcoming airshow, including advertising, digital outreach, media placement, and audience engagement initiatives designed to increase event awareness and ticket sales. The objective of this marketing investment is to maximize event attendance, strengthen sponsorship visibility, and ensure the financial success of the airshow.

ATTACHMENTS:
RAD Strategies Contract and Exhibit A 3.27.26.pdf

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

RAD STRATEGIES 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 Rad Strategies Inc., Nevada Business ID #: NV20021500179 ("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 October 18, 2026, 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 will perform marketing services to support the Minden-Tahoe Airport and the successful October 2026 airshow including the creation of website content, social media content, branding and logo creation, attend planning meetings with County staff, creating and issuing press releases, media briefings, and conducting post-air show follow-up to examine the effectiveness of Contractor's services. The services and scope of work are more particularly described in Exhibit "A" attached hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Section 2 for a sum not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS ($30,000.00) (the "Contract Price") in monthly payments more particularly described in Exhibit A. 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:

> *RAD Strategies, Inc., has entered into a contract with Douglas County to perform services through approximately October 18, 2026, 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*
> *Minden-Tahoe Airport*
> *ATTN: Heather MacDonnell*
> *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, 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, including the Indemnitee's active or passive negligence, except to the extent Liabilities arise from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. To the extent determined to be at fault, Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

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
Minden-Tahoe Airport

Attn: Airport Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor:
RAD Strategies, Inc.
518 Pyramid Way
Sparks, Nevada 89431

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.

RAD Strategies Inc.

By: _____
Ronele M. Dotson, APR (Date)

Douglas County

By: _____

Philip Ritger, Public Works Director (Date)

MINDEN-TAHOE AIRPORT
GATEWAY TO THE CARSON VALLEY

Marketing Services Scope of Work

February 5, 2026

provided by
RAD STRATEGIES INC.
775.323.6333
radstrategiesinc.com



HELLO

February 5, 2026

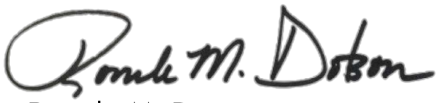
Thank you for the opportunity to support you and the Minden-Tahoe Airport with the October 2026 airshow — and for the chance to talk about one of our favorite subjects: marketing.

RAD Strategies Inc. is pleased to share our outline of marketing services and recommendations based on our recent conversation and your goals for this year's event.

As discussed, our team worked closely with the airport on both the 2018 and 2022 airshows, managing marketing efforts including strategic planning, paid advertising, public relations, media coordination and management, social media, and sponsorship support.

We are ready to hit the ground running — from the official announcement of the event name through event week — providing on-site public relations and media support. In addition, we bring extensive experience with the region and its tourism landscape through our work with Douglas County, the Carson Valley Visitors Authority, and the Douglas County Sheriff's Office.

We are confident that the RAD Team can effectively support your vision and deliver the results you're looking to achieve.



Ronele M. Dotson
ronele@radstrategiesinc.com
775.378.0031

MARKETING

Great marketing happens when everything works in harmony — messaging, visuals, timing, and tactics all reinforcing a single, powerful story. This section highlights how we'll bring those pieces together to amplify the airshow and deliver results. The services below outline the support we will provide throughout the campaign.

Activities include:

- Ensure brand consistency across all platforms and channels, adhering to the highest standards
- Develop a comprehensive marketing plan based on budget parameters, with a focus on digital channels for increased reach and measurable results
- Strategize how to maximize impact within the current budget and identify opportunities to expand reach
- Develop the branding for the new event including logo and icon development including a promotion brand kit for sponsors
- Provide creative design for all paid advertising elements
- Collaborate on website content development and provide ongoing support
- Review any existing or newly developed creative assets and deliver recommendations
- Review outreach materials, including sponsorship packets, letters, and other collateral
- Leverage our network of contacts to provide beneficial connections and resources for the event
- Attend all planning and marketing meetings
- Provide support for any high-level messaging needed throughout the campaign



EARNED MEDIA

Public relations thrives on consistency, creativity, and strategic storytelling. By developing a steady cadence of newsworthy content and opportunities, we generate earned media — credible coverage that builds excitement and visibility. This success comes from our long-standing relationships and targeted outreach to journalists, media outlets, and content creators who are uniquely positioned to share your story with a wide audience.

PUBLIC AND MEDIA RELATIONS

Media Pitching & Earned Media

- Write and edit press releases, media announcements, statements, letters, editorial content, and more.
- Work directly with journalists to generate coverage about the airshow.
- Secure earned media coverage locally, regionally, and in targeted national outlets.
- Develop a targeted media list and conduct consistent outreach.
- Regularly identify unique storytelling opportunities to build awareness and drive visitation.
- Create tailored pitches for different media segments (aviation, tourism, family events, regional news, etc.).
- Conduct follow-up outreach to maximize placement opportunities.
- Coordinate interviews with airport leadership, performers, sponsors, and key stakeholders.
- Prepare spokespersons with talking points and media briefings.

Media Press Materials

- Develop media materials that tell your story clearly and consistently.
- Create a press kit including story topics, fact sheets, bios, high-resolution imagery, and brand assets.
- Integrate consistent monthly media outreach.
- Develop a media credential process, including requests, approvals, and required waivers.
- Manage all media inquiries in a timely and responsive manner.
- Provide on-site support during the event, including media check-in and coordination.
- Draft briefing sheets for performers or special guests to ensure message consistency.
- Prepare a run-of-show or media access schedule for event week.

Assets and Materials

- Establish a resource library for quick and easy access to photography, video assets, and approved copy
- Capture and curate new photo and video assets pre-event (if applicable)
- Manage distribution of approved b-roll, logos, and story packages for broadcast outlets
- Monitor usage of assets to ensure proper brand representation

Additional Support (High-Value Additions):

- Media Monitoring & Reporting: Track coverage, measure reach, and provide media analytics reports
- Crisis Communication Support: Prepare holding statements and ensure readiness for unexpected situations
- Influencer Outreach & Coordination: Manage invitations, content expectations, and on-site hosting
- Post-Event Press Wrap:
  - Draft and distribute post-event results/storylines to extend media momentum
  - Provide the Minden-Tahoe Airport with a complete summary report



SOCIAL MEDIA

SOCIAL MEDIA STRATEGY

Social media is often the first place people turn for information, updates, and connection — which is why a strong, unified presence matters. We partner closely with our clients to ensure every post, comment, and interaction reflects a single, consistent voice. Our goal is to build trust, strengthen relationships, and create a vibrant online community that champions your event.

Services listed here are included as part of our project fee:

- Manage and/or set up accounts for Facebook, Instagram, X, YouTube, and other relevant platforms
- Communicate priorities and ensure all content reflects key messages
- Capture and maintain the tone, voice, and persona of the Minden-Tahoe Airport and the airshow
- Draft, post, and manage content related to the event, performers, tickets, sponsorships, and more
- Monitor comments, manage responses, and engage with the audience
- Conduct ongoing reviews with the team to generate ideas and drive higher engagement
- Review analytics and adjust strategy as needed
- Ensure compliance with platform best practices and community guidelines
- Maintain a consistent content cadence to support audience growth and retention

Specific tactics to be incorporated: *The following is not an inclusive list but is designed to evolve based on client priorities, opportunities and changes with the platforms.*

- Calendar and schedule a minimum of 2-3 weekly posts using a scheduling platform.
  - Add supplemental content such as Stories for real-time engagement
- Share and develop collaborative posts with partners, performers, and sponsors
- Incorporate strong visuals to drive awareness and stop-the-scroll engagement
  - Create graphics, short-form videos, and reels designed to generate excitement and increase reach
- Support and amplify user-generated content
- Implement an engagement-forward posting strategy tailored to your audience
- Provide creative support and brand customization for all content
- Implement hashtag sets and geotag strategies for increased discoverability
- Monitor trends and incorporate relevant ones that align with brand guidelines
- Coordinate social media needs during event week, including real-time posting and rapid response

OUR RAD SERVICES

The following is a summary of all marketing services offered for reference.

Strategic Planning
- Innovative thinking
- Strategic planning
- Research and assessments
- High-level consulting
- Accountable approach
- Ongoing review
- Detail-focused
- Reputation management
- Crisis communications
- Community outreach programs

Earned Media & Publicity
- Messaging development
- PR writing and editing
- Media pitches and invites
- Media events and implementation
- Virtual events
- Editorials and advertorials
- Content development
- Media spokesperson
- Media FAM tours from A to Z

Digital Engagement
- Website development
- Web design and programming
- Interactive online tools and resources
- Digital marketing/advertising integration
- SEO and SEM
- Google Strategies and online marketing

Social Media
- Evaluate
- Establish
- Manage
- Monitor and engage
- Planned and customized calendar
- Evaluation to maximize efforts

Results & Measurement
- Customized reporting
- Program evaluation
- Tracking measurements
- Measure against objectives
- Consistent monitoring

Marketing Development
- Consistent branding focus
- Brand discovery and integration
- Plan development and implementation
- Trends and innovation
- Integration
- Collaboration
- Rapid adaption
- Deadline-focused implementation

Media Planning
- Research and market analysis
- Creating advertising opportunities
- Traditional placement
- Digital, streaming, OTT placements
- Google Adwords and display ads
- Remarketing and retargeting
- Rate negotiation
- Plan implementation
- Daily monitoring
- Added value and earned media opps
- Grassroots and nontraditional outreach

Promo Programs
- Leverage paid/non-paid programs
- Develop campaigns
- Administer programs
- Fulfillment of giveaways
- Creative integration
- Publicity and social integration

Event Planning
- Schedule development and review
- Coordination and logistics
- Creative insight
- Thorough integration
- Consistent communications
- Sponsor cultivation and activiation
- Exhibitor development and integration
- Plan, plan and plan



RESULTS

Results matter — and we monitor them closely. Every activity, from media outreach to social content, is tracked and evaluated to understand performance and identify opportunities to amplify impact. We analyze earned media coverage, reach, impressions, website traffic, social engagement, comments, visitation patterns, advertising program traffic and impressions and brand alignment to build a full picture of momentum.

We'll review these insights with you regularly, ensuring that strategy, messaging, and tactics evolve based on real-time data and measurable outcomes.

BUDGET

Based on the scope outlined and our experience supporting the 2018 and 2022 airshows, we are recommending a project fee that scales with the increasing level of work as we move closer to the event. This structure ensures that our efforts are focused where they will have the greatest impact, particularly during the critical months when momentum needs to build.

In the spirit of fostering a long-term partnership, we have maintained the same overall budget allocation used for the 2022 event.

Month / Description	Budget
The following provides an inital recommendation of work to be completed, however, the priorities of the airport and the event will dictate the priorities.	
March Strategic planning, client meetings, public relations, social media, paid advertising planning	**$2,000**
April, May and June Strategic planning, client meetings, public relations, social media, paid advertising planning, creative development, website content, outreach to pilots for content	**$3,000 per month**
July, August, September and October Strategic planning, client meetings, public relations, social media, paid advertising management, creative development, website content, media coordination, media credentials, event creative, interviews, on-site during the event, crisis communications planning, post event reporting	**$4,000 per month**
	$30,000 Total Budget

THANK YOU

RAD STRATEGIES INC.

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AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the 2026 Prison Rape Elimination Act (PREA) Facility Audit Report for the China Spring Youth Camp. (Jessica Stocking, China Springs Youth Camp Director)

RECOMMENDED MOTION:
Accept the 2026 PREA Facility Audit Report for the China Spring Youth Camp as presented.

FINANCIAL IMPACT:
The audit cost $4,900 and was paid out of G/L 242.362.520.100 (Professional Services) which was budgeted for Fiscal Year 2025-26.

BACKGROUND:
The audit is required every three years per PREA federal requirements. This audit was in addition to the PREA Audit conducted by DRB Consulting in 2025, which was requested by China Spring Youth Camp Administration. PREA America was chosen from an elite list of auditors referred by DRB Consulting that best suited the China Spring Youth Camp. The audit began on January 26, 2026, and was conducted on and off site. On February 26, 2026, Camp Administration received the final audit report and the Camp successfully passed all aspects of the audit. The audit report is attached for the public's review.

ATTACHMENTS:
CSYC 2026 PREA Audit.pdf

PREA Facility Audit Report: Final

Name of Facility: China Spring Youth Camp
Facility Type: Juvenile
Date Interim Report Submitted: NA
Date Final Report Submitted: 02/26/2026

Auditor Certification	
The contents of this report are accurate to the best of my knowledge.	☑
No conflict of interest exists with respect to my ability to conduct an audit of the agency under review.	☑
I have not included in the final report any personally identifiable information (PII) about any inmate/resident/detainee or staff member, except where the names of administrative personnel are specifically requested in the report template.	☑
Auditor Full Name as Signed: D. Will Weir	**Date of Signature:** 02/26/2026

AUDITOR INFORMATION	
Auditor name:	Weir, Will
Email:	prea.america@gmail.com
Start Date of On-Site Audit:	01/16/2026
End Date of On-Site Audit:	01/16/2026

FACILITY INFORMATION	
Facility name:	China Spring Youth Camp
Facility physical address:	225 China Spring Road, Gardnerville, Nevada - 89410
Facility mailing address:	China Spring Youth Camp , PO Box 2605, Minden , Nevada - 89423

Primary Contact

Name:	Teagan Grant
Email Address:	tagrant@douglasnv.us
Telephone Number:	(775)265-5350

Superintendent/Director/Administrator	
Name:	Jessica Stocking
Email Address:	jlstocking@douglasnv.us
Telephone Number:	(775)265-5350

Facility PREA Compliance Manager	
Name:	
Email Address:	
Telephone Number:	

Facility Characteristics	
Designed facility capacity:	56
Current population of facility:	27
Average daily population for the past 12 months:	23
Has the facility been over capacity at any point in the past 12 months?	No
What is the facility's population designation?	Both women/girls and men/boys
Age range of population:	12-18
Facility security levels/resident custody levels:	Staff secure
Number of staff currently employed at the	37

facility who may have contact with residents:	
Number of individual contractors who have contact with residents, currently authorized to enter the facility:	9
Number of volunteers who have contact with residents, currently authorized to enter the facility:	8

AGENCY INFORMATION	
Name of agency:	Douglas County Manager's Office
Governing authority or parent agency (if applicable):	
Physical Address:	1594 Esmeralda Avenue, Minden, Nevada - 89423
Mailing Address:	
Telephone number:	

Agency Chief Executive Officer Information:	
Name:	
Email Address:	
Telephone Number:	

Agency-Wide PREA Coordinator Information			
Name:	Teagan Grant	**Email Address:**	tagrant@douglasnv.us

Facility AUDIT FINDINGS

Summary of Audit Findings

The OAS automatically populates the number and list of Standards exceeded, the number of Standards met, and the number and list of Standards not met.

Auditor Note: In general, no standards should be found to be "Not Applicable" or "NA." A compliance determination must be made for each standard. In rare instances where an auditor determines that a standard is not applicable, the auditor should select "Meets Standard" and include a comprehensive discussion as to why the standard is not applicable to the facility being audited.

Number of standards exceeded:	
0	
Number of standards met:	
43	
Number of standards not met:	
0	

POST-AUDIT REPORTING INFORMATION

Please note: Question numbers may not appear sequentially as some questions are omitted from the report and used solely for internal reporting purposes.

GENERAL AUDIT INFORMATION

On-site Audit Dates

1. Start date of the onsite portion of the audit:	2026-01-16
2. End date of the onsite portion of the audit:	2026-01-16

Outreach

10. Did you attempt to communicate with community-based organization(s) or victim advocates who provide services to this facility and/or who may have insight into relevant conditions in the facility?	(●) Yes ( ) No
a. Identify the community-based organization(s) or victim advocates with whom you communicated:	Family Support Council of Douglas County

AUDITED FACILITY INFORMATION

14. Designated facility capacity:	56
15. Average daily population for the past 12 months:	23
16. Number of inmate/resident/detainee housing units:	2
17. Does the facility ever hold youthful inmates or youthful/juvenile detainees?	( ) Yes ( ) No (●) Not Applicable for the facility type audited (i.e., Community Confinement Facility or Juvenile Facility)

Audited Facility Population Characteristics on Day One of the Onsite Portion of the Audit	
Inmates/Residents/Detainees Population Characteristics on Day One of the Onsite Portion of the Audit	
23. Enter the total number of inmates/ residents/detainees in the facility as of the first day of onsite portion of the audit:	24
25. Enter the total number of inmates/ residents/detainees with a physical disability in the facility as of the first day of the onsite portion of the audit:	0
26. Enter the total number of inmates/ residents/detainees with a cognitive or functional disability (including intellectual disability, psychiatric disability, or speech disability) in the facility as of the first day of the onsite portion of the audit:	7
27. Enter the total number of inmates/ residents/detainees who are Blind or have low vision (visually impaired) in the facility as of the first day of the onsite portion of the audit:	10
28. Enter the total number of inmates/ residents/detainees who are Deaf or hard-of-hearing in the facility as of the first day of the onsite portion of the audit:	0
29. Enter the total number of inmates/ residents/detainees who are Limited English Proficient (LEP) in the facility as of the first day of the onsite portion of the audit:	4
30. Enter the total number of inmates/ residents/detainees who identify as lesbian, gay, or bisexual in the facility as of the first day of the onsite portion of the audit:	1

31. Enter the total number of inmates/ residents/detainees who identify as transgender or intersex in the facility as of the first day of the onsite portion of the audit:	0
32. Enter the total number of inmates/ residents/detainees who reported sexual abuse in the facility as of the first day of the onsite portion of the audit:	0
33. Enter the total number of inmates/ residents/detainees who disclosed prior sexual victimization during risk screening in the facility as of the first day of the onsite portion of the audit:	5
34. Enter the total number of inmates/ residents/detainees who were ever placed in segregated housing/isolation for risk of sexual victimization in the facility as of the first day of the onsite portion of the audit:	0
35. Provide any additional comments regarding the population characteristics of inmates/residents/detainees in the facility as of the first day of the onsite portion of the audit (e.g., groups not tracked, issues with identifying certain populations):	No text provided.
Staff, Volunteers, and Contractors Population Characteristics on Day One of the Onsite Portion of the Audit	
36. Enter the total number of STAFF, including both full- and part-time staff, employed by the facility as of the first day of the onsite portion of the audit:	37
37. Enter the total number of VOLUNTEERS assigned to the facility as of the first day of the onsite portion of the audit who have contact with inmates/residents/detainees:	8

38. Enter the total number of CONTRACTORS assigned to the facility as of the first day of the onsite portion of the audit who have contact with inmates/residents/detainees:	9
39. Provide any additional comments regarding the population characteristics of staff, volunteers, and contractors who were in the facility as of the first day of the onsite portion of the audit:	No text provided.

INTERVIEWS

Inmate/Resident/Detainee Interviews

Random Inmate/Resident/Detainee Interviews

40. Enter the total number of RANDOM INMATES/RESIDENTS/DETAINEES who were interviewed:	5
41. Select which characteristics you considered when you selected RANDOM INMATE/RESIDENT/DETAINEE interviewees: (select all that apply)	☑ Age ☑ Race ☑ Ethnicity (e.g., Hispanic, Non-Hispanic) ☐ Length of time in the facility ☑ Housing assignment ☑ Gender ☑ Other ☐ None
If "Other," describe:	Physical build (stature) was also considered in the selection residents for interviews.
42. How did you ensure your sample of RANDOM INMATE/RESIDENT/DETAINEE interviewees was geographically diverse?	Residents were interviewed from all housing units.

43. Were you able to conduct the minimum number of random inmate/ resident/detainee interviews?	◉ Yes ○ No
44. Provide any additional comments regarding selecting or interviewing random inmates/residents/detainees (e.g., any populations you oversampled, barriers to completing interviews, barriers to ensuring representation):	Including both random and targeted selections, 7 of 18 males were interviewed and 3 of 6 females were interviewed.
Targeted Inmate/Resident/Detainee Interviews	
45. Enter the total number of TARGETED INMATES/RESIDENTS/DETAINEES who were interviewed:	5
As stated in the PREA Auditor Handbook, the breakdown of targeted interviews is intended to guide auditors in interviewing the appropriate cross-section of inmates/residents/detainees who are the most vulnerable to sexual abuse and sexual harassment. When completing questions regarding targeted inmate/resident/detainee interviews below, remember that an interview with one inmate/resident/detainee may satisfy multiple targeted interview requirements. These questions are asking about the number of interviews conducted using the targeted inmate/ resident/detainee protocols. For example, if an auditor interviews an inmate who has a physical disability, is being held in segregated housing due to risk of sexual victimization, and disclosed prior sexual victimization, that interview would be included in the totals for each of those questions. Therefore, in most cases, the sum of all the following responses to the targeted inmate/resident/detainee interview categories will exceed the total number of targeted inmates/ residents/detainees who were interviewed. If a particular targeted population is not applicable in the audited facility, enter "0".	
47. Enter the total number of interviews conducted with inmates/residents/ detainees with a physical disability using the "Disabled and Limited English Proficient Inmates" protocol:	0
a. Select why you were unable to conduct at least the minimum required number of targeted inmates/residents/ detainees in this category:	☒ Facility said there were "none here" during the onsite portion of the audit and/or the facility was unable to provide a list of these inmates/residents/detainees. ☐ The inmates/residents/detainees in this targeted category declined to be interviewed.

b. Discuss your corroboration strategies to determine if this population exists in the audited facility (e.g., based on information obtained from the PAQ; documentation reviewed onsite; and discussions with staff and other inmates/residents/detainees).	The review of documentation, as well as the interviews conducted, indicated that there were no residents with physical disabilities placed at the Camp.
48. Enter the total number of interviews conducted with inmates/residents/detainees with a cognitive or functional disability (including intellectual disability, psychiatric disability, or speech disability) using the "Disabled and Limited English Proficient Inmates" protocol:	2
49. Enter the total number of interviews conducted with inmates/residents/detainees who are Blind or have low vision (i.e., visually impaired) using the "Disabled and Limited English Proficient Inmates" protocol:	1
50. Enter the total number of interviews conducted with inmates/residents/detainees who are Deaf or hard-of-hearing using the "Disabled and Limited English Proficient Inmates" protocol:	0
a. Select why you were unable to conduct at least the minimum required number of targeted inmates/residents/detainees in this category:	■ Facility said there were "none here" during the onsite portion of the audit and/or the facility was unable to provide a list of these inmates/residents/detainees. ☐ The inmates/residents/detainees in this targeted category declined to be interviewed.
b. Discuss your corroboration strategies to determine if this population exists in the audited facility (e.g., based on information obtained from the PAQ; documentation reviewed onsite; and discussions with staff and other inmates/residents/detainees).	The documentation available, along with information obtained in interviews, indicated that they did not have any residents with any sort of hearing difficulty.

51. Enter the total number of interviews conducted with inmates/residents/ detainees who are Limited English Proficient (LEP) using the "Disabled and Limited English Proficient Inmates" protocol:	3
52. Enter the total number of interviews conducted with inmates/residents/ detainees who identify as lesbian, gay, or bisexual using the "Transgender and Intersex Inmates; Gay, Lesbian, and Bisexual Inmates" protocol:	1
53. Enter the total number of interviews conducted with inmates/residents/ detainees who identify as transgender or intersex using the "Transgender and Intersex Inmates; Gay, Lesbian, and Bisexual Inmates" protocol:	0
a. Select why you were unable to conduct at least the minimum required number of targeted inmates/residents/ detainees in this category:	■ Facility said there were "none here" during the onsite portion of the audit and/or the facility was unable to provide a list of these inmates/residents/detainees. ☐ The inmates/residents/detainees in this targeted category declined to be interviewed.
b. Discuss your corroboration strategies to determine if this population exists in the audited facility (e.g., based on information obtained from the PAQ; documentation reviewed onsite; and discussions with staff and other inmates/ residents/detainees).	The documentation available, along with information obtained in interviews, indicated that they did not have any transgender or intersex residents.
54. Enter the total number of interviews conducted with inmates/residents/ detainees who reported sexual abuse in this facility using the "Inmates who Reported a Sexual Abuse" protocol:	0

a. Select why you were unable to conduct at least the minimum required number of targeted inmates/residents/ detainees in this category:	☒ Facility said there were "none here" during the onsite portion of the audit and/or the facility was unable to provide a list of these inmates/residents/detainees. ☐ The inmates/residents/detainees in this targeted category declined to be interviewed.
b. Discuss your corroboration strategies to determine if this population exists in the audited facility (e.g., based on information obtained from the PAQ; documentation reviewed onsite; and discussions with staff and other inmates/ residents/detainees).	The information regarding sexual abuse allegations at the facility indicates that none of the current residents have reported sexual abuse at the facility.
55. Enter the total number of interviews conducted with inmates/residents/ detainees who disclosed prior sexual victimization during risk screening using the "Inmates who Disclosed Sexual Victimization during Risk Screening" protocol:	3
56. Enter the total number of interviews conducted with inmates/residents/ detainees who are or were ever placed in segregated housing/isolation for risk of sexual victimization using the "Inmates Placed in Segregated Housing (for Risk of Sexual Victimization/Who Allege to have Suffered Sexual Abuse)" protocol:	0
a. Select why you were unable to conduct at least the minimum required number of targeted inmates/residents/ detainees in this category:	☒ Facility said there were "none here" during the onsite portion of the audit and/or the facility was unable to provide a list of these inmates/residents/detainees. ☐ The inmates/residents/detainees in this targeted category declined to be interviewed.

b. Discuss your corroboration strategies to determine if this population exists in the audited facility (e.g., based on information obtained from the PAQ; documentation reviewed onsite; and discussions with staff and other inmates/residents/detainees).	All sources indicate that this facility does not use isolation or segregation for risk of sexual victimization.
57. Provide any additional comments regarding selecting or interviewing targeted inmates/residents/detainees (e.g., any populations you oversampled, barriers to completing interviews):	5 of the residents interviewed had corrective lenses or some minor vision difficulty. None were blind.

Staff, Volunteer, and Contractor Interviews

Random Staff Interviews

58. Enter the total number of RANDOM STAFF who were interviewed:	11
59. Select which characteristics you considered when you selected RANDOM STAFF interviewees: (select all that apply)	☐ Length of tenure in the facility ☑ Shift assignment ☑ Work assignment ☑ Rank (or equivalent) ☑ Other (e.g., gender, race, ethnicity, languages spoken) ☐ None
If "Other," describe:	The Audit Team considers diversity.
60. Were you able to conduct the minimum number of RANDOM STAFF interviews?	◉ Yes ○ No
61. Provide any additional comments regarding selecting or interviewing random staff (e.g., any populations you oversampled, barriers to completing interviews, barriers to ensuring representation):	No text provided.

Specialized Staff, Volunteers, and Contractor Interviews	
Staff in some facilities may be responsible for more than one of the specialized staff duties. Therefore, more than one interview protocol may apply to an interview with a single staff member and that information would satisfy multiple specialized staff interview requirements.	
62. Enter the total number of staff in a SPECIALIZED STAFF role who were interviewed (excluding volunteers and contractors):	12
63. Were you able to interview the Agency Head?	(●) Yes ( ) No
64. Were you able to interview the Warden/Facility Director/Superintendent or their designee?	(●) Yes ( ) No
65. Were you able to interview the PREA Coordinator?	(●) Yes ( ) No
66. Were you able to interview the PREA Compliance Manager?	(●) Yes ( ) No ( ) NA (NA if the agency is a single facility agency or is otherwise not required to have a PREA Compliance Manager per the Standards)

67. Select which SPECIALIZED STAFF roles were interviewed as part of this audit from the list below: (select all that apply)	☐ Agency contract administrator ☒ Intermediate or higher-level facility staff responsible for conducting and documenting unannounced rounds to identify and deter staff sexual abuse and sexual harassment ☐ Line staff who supervise youthful inmates (if applicable) ☐ Education and program staff who work with youthful inmates (if applicable) ☒ Medical staff ☒ Mental health staff ☐ Non-medical staff involved in cross-gender strip or visual searches ☒ Administrative (human resources) staff ☐ Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) staff ☒ Investigative staff responsible for conducting administrative investigations ☐ Investigative staff responsible for conducting criminal investigations ☒ Staff who perform screening for risk of victimization and abusiveness ☐ Staff who supervise inmates in segregated housing/residents in isolation ☒ Staff on the sexual abuse incident review team ☒ Designated staff member charged with monitoring retaliation ☒ First responders, both security and non-security staff ☒ Intake staff

	☐ Other
68. Did you interview VOLUNTEERS who may have contact with inmates/ residents/detainees in this facility?	○ Yes ◉ No
69. Did you interview CONTRACTORS who may have contact with inmates/ residents/detainees in this facility?	○ Yes ◉ No
70. Provide any additional comments regarding selecting or interviewing specialized staff.	No text provided.

SITE REVIEW AND DOCUMENTATION SAMPLING

Site Review

PREA Standard 115.401 (h) states, "The auditor shall have access to, and shall observe, all areas of the audited facilities." In order to meet the requirements in this Standard, the site review portion of the onsite audit must include a thorough examination of the entire facility. The site review is not a casual tour of the facility. It is an active, inquiring process that includes talking with staff and inmates to determine whether, and the extent to which, the audited facility's practices demonstrate compliance with the Standards. Note: As you are conducting the site review, you must document your tests of critical functions, important information gathered through observations, and any issues identified with facility practices. The information you collect through the site review is a crucial part of the evidence you will analyze as part of your compliance determinations and will be needed to complete your audit report, including the Post-Audit Reporting Information.

71. Did you have access to all areas of the facility?	◉ Yes ○ No
Was the site review an active, inquiring process that included the following:	
72. Observations of all facility practices in accordance with the site review component of the audit instrument (e.g., signage, supervision practices, cross-gender viewing and searches)?	◉ Yes ○ No

73. Tests of all critical functions in the facility in accordance with the site review component of the audit instrument (e.g., risk screening process, access to outside emotional support services, interpretation services)?	○ Yes ◉ No
a. Explain which critical functions you were unable to test per the site review component of the audit instrument and why:	There were no admissions during the On-Site Review.
74. Informal conversations with inmates/ residents/detainees during the site review (encouraged, not required)?	◉ Yes ○ No
75. Informal conversations with staff during the site review (encouraged, not required)?	◉ Yes ○ No
76. Provide any additional comments regarding the site review (e.g., access to areas in the facility, observations, tests of critical functions, or informal conversations).	No text provided.

Documentation Sampling

Where there is a collection of records to review-such as staff, contractor, and volunteer training records; background check records; supervisory rounds logs; risk screening and intake processing records; inmate education records; medical files; and investigative files-auditors must self-select for review a representative sample of each type of record.

77. In addition to the proof documentation selected by the agency or facility and provided to you, did you also conduct an auditor-selected sampling of documentation?	◉ Yes ○ No
78. Provide any additional comments regarding selecting additional documentation (e.g., any documentation you oversampled, barriers to selecting additional documentation, etc.).	No text provided.

SEXUAL ABUSE AND SEXUAL HARASSMENT ALLEGATIONS AND INVESTIGATIONS IN THIS FACILITY

Sexual Abuse and Sexual Harassment Allegations and Investigations Overview

Remember the number of allegations should be based on a review of all sources of allegations (e.g., hotline, third-party, grievances) and should not be based solely on the number of investigations conducted. Note: For question brevity, we use the term “inmate” in the following questions. Auditors should provide information on inmate, resident, or detainee sexual abuse allegations and investigations, as applicable to the facility type being audited.

79. Total number of SEXUAL ABUSE allegations and investigations overview during the 12 months preceding the audit, by incident type:

	# of sexual abuse allegations	# of criminal investigations	# of administrative investigations	# of allegations that had both criminal and administrative investigations
Inmate-on-inmate sexual abuse	0	0	0	0
Staff-on-inmate sexual abuse	0	0	0	0
Total	0	0	0	0

80. Total number of SEXUAL HARASSMENT allegations and investigations overview during the 12 months preceding the audit, by incident type:

	# of sexual harassment allegations	# of criminal investigations	# of administrative investigations	# of allegations that had both criminal and administrative investigations
Inmate-on-inmate sexual harassment	0	0	0	0
Staff-on-inmate sexual harassment	0	0	0	0
Total	0	0	0	0

Sexual Abuse and Sexual Harassment Investigation Outcomes

Sexual Abuse Investigation Outcomes

Note: these counts should reflect where the investigation is currently (i.e., if a criminal investigation was referred for prosecution and resulted in a conviction, that investigation outcome should only appear in the count for “convicted.”) Do not double count. Additionally, for question brevity, we use the term “inmate” in the following questions. Auditors should provide information on inmate, resident, and detainee sexual abuse investigation files, as applicable to the facility type being audited.

81. Criminal SEXUAL ABUSE investigation outcomes during the 12 months preceding the audit:

	Ongoing	Referred for Prosecution	Indicted/ Court Case Filed	Convicted/ Adjudicated	Acquitted
Inmate-on-inmate sexual abuse	0	0	0	0	0
Staff-on-inmate sexual abuse	0	0	0	0	0
Total	0	0	0	0	0

82. Administrative SEXUAL ABUSE investigation outcomes during the 12 months preceding the audit:

	Ongoing	Unfounded	Unsubstantiated	Substantiated
Inmate-on-inmate sexual abuse	0	0	0	0
Staff-on-inmate sexual abuse	0	0	0	0
Total	0	0	0	0

Sexual Harassment Investigation Outcomes

Note: these counts should reflect where the investigation is currently. Do not double count. Additionally, for question brevity, we use the term “inmate” in the following questions. Auditors should provide information on inmate, resident, and detainee sexual harassment investigation files, as applicable to the facility type being audited.

83. Criminal SEXUAL HARASSMENT investigation outcomes during the 12 months preceding the audit:

	Ongoing	Referred for Prosecution	Indicted/ Court Case Filed	Convicted/ Adjudicated	Acquitted
Inmate-on-inmate sexual harassment	0	0	0	0	0
Staff-on-inmate sexual harassment	0	0	0	0	0
Total	0	0	0	0	0

84. Administrative SEXUAL HARASSMENT investigation outcomes during the 12 months preceding the audit:

	Ongoing	Unfounded	Unsubstantiated	Substantiated
Inmate-on-inmate sexual harassment	0	0	0	0
Staff-on-inmate sexual harassment	0	0	0	0
Total	0	0	0	0

Sexual Abuse and Sexual Harassment Investigation Files Selected for Review

Sexual Abuse Investigation Files Selected for Review

85. Enter the total number of SEXUAL ABUSE investigation files reviewed/ sampled:	1

86. Did your selection of SEXUAL ABUSE investigation files include a cross-section of criminal and/or administrative investigations by findings/outcomes?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any sexual abuse investigation files)
Inmate-on-inmate sexual abuse investigation files	
87. Enter the total number of INMATE-ON-INMATE SEXUAL ABUSE investigation files reviewed/sampled:	0
88. Did your sample of INMATE-ON-INMATE SEXUAL ABUSE investigation files include criminal investigations?	( ) Yes ( ) No (●) NA (NA if you were unable to review any inmate-on-inmate sexual abuse investigation files)
89. Did your sample of INMATE-ON-INMATE SEXUAL ABUSE investigation files include administrative investigations?	( ) Yes ( ) No (●) NA (NA if you were unable to review any inmate-on-inmate sexual abuse investigation files)
Staff-on-inmate sexual abuse investigation files	
90. Enter the total number of STAFF-ON-INMATE SEXUAL ABUSE investigation files reviewed/sampled:	1
91. Did your sample of STAFF-ON-INMATE SEXUAL ABUSE investigation files include criminal investigations?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any staff-on-inmate sexual abuse investigation files)

92. Did your sample of STAFF-ON-INMATE SEXUAL ABUSE investigation files include administrative investigations?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any staff-on-inmate sexual abuse investigation files)
Sexual Harassment Investigation Files Selected for Review	
93. Enter the total number of SEXUAL HARASSMENT investigation files reviewed/sampled:	1
94. Did your selection of SEXUAL HARASSMENT investigation files include a cross-section of criminal and/or administrative investigations by findings/outcomes?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any sexual harassment investigation files)
Inmate-on-inmate sexual harassment investigation files	
95. Enter the total number of INMATE-ON-INMATE SEXUAL HARASSMENT investigation files reviewed/sampled:	0
96. Did your sample of INMATE-ON-INMATE SEXUAL HARASSMENT files include criminal investigations?	( ) Yes ( ) No (●) NA (NA if you were unable to review any inmate-on-inmate sexual harassment investigation files)
97. Did your sample of INMATE-ON-INMATE SEXUAL HARASSMENT investigation files include administrative investigations?	( ) Yes ( ) No (●) NA (NA if you were unable to review any inmate-on-inmate sexual harassment investigation files)

Staff-on-inmate sexual harassment investigation files	
98. Enter the total number of STAFF-ON-INMATE SEXUAL HARASSMENT investigation files reviewed/sampled:	1
99. Did your sample of STAFF-ON-INMATE SEXUAL HARASSMENT investigation files include criminal investigations?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any staff-on-inmate sexual harassment investigation files)
100. Did your sample of STAFF-ON-INMATE SEXUAL HARASSMENT investigation files include administrative investigations?	(●) Yes ( ) No ( ) NA (NA if you were unable to review any staff-on-inmate sexual harassment investigation files)
101. Provide any additional comments regarding selecting and reviewing sexual abuse and sexual harassment investigation files.	There were no sexual abuse or sexual harassment allegations or investigations in the past year. However, to help demonstrate compliance, the facility provided examples of investigations from previous years.

SUPPORT STAFF INFORMATION

DOJ-certified PREA Auditors Support Staff

102. Did you receive assistance from any DOJ-CERTIFIED PREA AUDITORS at any point during this audit? REMEMBER: the audit includes all activities from the pre-onsite through the post-onsite phases to the submission of the final report. Make sure you respond accordingly.	( ) Yes (●) No

Non-certified Support Staff	
103. Did you receive assistance from any NON-CERTIFIED SUPPORT STAFF at any point during this audit? REMEMBER: the audit includes all activities from the pre-onsite through the post-onsite phases to the submission of the final report. Make sure you respond accordingly.	(●) Yes ( ) No
a. Enter the TOTAL NUMBER OF NON-CERTIFIED SUPPORT who provided assistance at any point during this audit:	0

AUDITING ARRANGEMENTS AND COMPENSATION	
108. Who paid you to conduct this audit?	( ) The audited facility or its parent agency ( ) My state/territory or county government employer (if you audit as part of a consortium or circular auditing arrangement, select this option) ( ) A third-party auditing entity (e.g., accreditation body, consulting firm) (●) Other
Identify the entity by name:	PREA America, LLC. I own the company.

Standards
Auditor Overall Determination Definitions
• Exceeds Standard (Substantially exceeds requirement of standard) • Meets Standard (substantial compliance; complies in all material ways with the stand for the relevant review period) • Does Not Meet Standard (requires corrective actions)
Auditor Discussion Instructions
Auditor discussion, including the evidence relied upon in making the compliance or non-compliance determination, the auditor’s analysis and reasoning, and the auditor’s conclusions. This discussion must also include corrective action recommendations where the facility does not meet standard. These recommendations must be included in the Final Report, accompanied by information on specific corrective actions taken by the facility.

115.311	Zero tolerance of sexual abuse and sexual harassment; PREA coordinator
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This first PREA Standard overlaps with the other Standards requiring a minimum structure, or framework, for sexual safety (aka PREA compliance) while also necessitating the development, implementation, and oversight of measures that ensure sustained compliance. Documentation for PREA Audits must be collected by the agency and facility and uploaded into the Pre-Audit Questionnaire (PAQ). The records are from the 12 months (or more) preceding the completion of the PAQ. The PAQ must be completed 4 to 8 weeks in advance of the On-Site Review. This gives the Auditor time to review the information and request additional details or clarification. This Standard requires that agencies and facilities have policies outlining how they will implement the agency's approach to preventing, detecting, and responding to sexual abuse and sexual harassment. The policies must include definitions of prohibited behaviors regarding sexual abuse and sexual harassment, and sanctions for those who have participated in prohibited behaviors. The policy must include a description of agency strategies and responses to reduce and prevent sexual abuse and sexual harassment of residents. The China Spring Youth Camp (CSYC) PREA Coordinator (PC) is the Dorm Manager, the second highest in the

	chain of command, and reports directly to the Facility Director. Both the Director and the PC were very involved in the Audit and demonstrated an exceptional understanding of PREA. The PAQ information was provided in a timely and organized manner, and the Audit Team's questions and requests were always addressed promptly and professionally. During the Pre-Audit Phase of the Audit, after reviewing the PAQ but prior to the On-Site Review, the Auditor provided the PC with an Issue Log. This document will be referenced several times in this Report because it is pertinent to multiple Standards. The Issue Log identified an issue with the definition of abuse. At that time, the CSYC PREA Policy stated, "Sexual abuse of a resident by another resident is defined as: a) Any completed, threatened, or requested touching of the genitalia, anus, groin, breast, inner thigh, pubic area or buttocks with the intent to arouse or gratify sexual desire. . . ." Although it is appropriate for facilities to have strictly enforced rules against sexual activity, consensual sexual activity is not included in PREA's definition of sexual abuse. Instead, consensual activity is an issue to be addressed as a violation of facility rules. The agency immediately acknowledged the weakness in the wording of their policy definition of sexual abuse and started addressing it prior to the On-Site Review. Policy updates were made, implemented, and distributed during the 30 days after the On-Site Review. All staff were required to review the updates. The updated Policy adds "non-consensual" to the definition. Fortunately, the PREA training that has been received by facility staff for years, especially including the most recent PREA refreshers, has been very clear regarding the differences between sexual abuse and sexual activity that is against the rules but not considered abuse. Trainings have been consistent with the PREA definitions and Standards. Staff get most of their information from training. There has been no indication that the policy's old wording caused any confusion. It appears to have been a simple oversight, but it has been corrected anyway. Analysis: Evidence used to determine compliance with this Standard includes interviews with the PREA Coordinator and the Facility Director, along with a review of documentation. As already mentioned, the CSYC PREA Policy was reviewed and amended during the Audit. Since the policy is organized in the same order and under the same labels as the PREA Standards, references to specific sections or page numbers are not necessary in this Report. For example, the policy regarding this Standard, Standard 115.311, is found in the section labeled "PREA Standard 115.311 – PREA Coordinator." Other documentation particularly helpful for this Standard includes: CSYC Organization Chart; China Springs Youth Camp Final Site Assessment Report by DRB Consulting Group; Evidence-Based Correctional Program Checklist Final Report by Kellie Nesto of Aging and Disability Services Division and Sara Velasquez of the Division of Child and Family Services; State of Nevada Behavioral Health Certifications for Excellence in Nevada (BHCEN) Center for the Application of Substance Abuse Technologies (CASAT) Certification Summary; and emailed communication regarding the Audit and logistics, Auditor questions, and explaining facility and agency operations. Through a triangulation of evidence, the agency and facility have demonstrated compliance with this Standard.

115.312	Contracting with other entities for the confinement of residents
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard states that when a public agency contracts for the confinement of its residents with private agencies or other entities, including other government agencies, it shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards. Analysis: The documentation reviewed, as well as the interviews conducted, indicate that this agency does not contract with other entities for the confinement of residents. The agency accepts juveniles from other agencies but does not place its own residents elsewhere. Without violations, the agency is considered to be compliant with this Standard.

115.313	Supervision and monitoring
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has developed, documented, and done its best to comply regularly with a staffing plan that considers all relevant factors and provides adequate staffing levels and video monitoring to protect residents against abuse. Each time the staffing plan is not complied with, the facility documents and justifies all deviations. At least once every year, the facility, in collaboration with the PREA Coordinator, reviews the staffing plan to see whether it needs changing due to prevailing staffing patterns, the deployment of monitoring technology, or the allocation of agency or facility resources to commit to the staffing plan, to ensure compliance with the staffing plan. In the 30 days after the On-Site Review, the facility installed a lock on the broom closet door that the Audit Team identified as an area of concern during the On-Site Review. Photos were provided as evidence. Analysis: Evidence used to determine compliance with this Standard includes interviews with the Director, PREA Coordinator, supervisors, and staff; policy; staffing plans for the past 2 years; documentation of annual reviews; and documentation of unannounced rounds to identify and deter staff sexual abuse and sexual harassment. The agency and facility have demonstrated compliance.

115.315	Limits to cross-gender viewing and searches
	Auditor Overall Determination: Meets Standard

	Auditor Discussion
	CSYC does not conduct searches of residents by different-sex* staff absent exigent circumstances. The facility has implemented policies and procedures that enable residents to shower, perform bodily functions, and change clothing without non-medical different sex* staff viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine room checks (this includes viewing via video camera). Policies and procedures require different sex* staff to announce their presence when entering a resident housing unit or area where residents are likely to be showering, performing bodily functions, or changing clothing. Analysis: Evidence used to determine compliance with this Standard includes interviews with randomly selected residents and staff. Restrooms are single-occupancy, with a non-locking door that has a safety window with a privacy film covering the bottom 3/4 of the window. All hygiene, bodily functions, and changing of clothes are done in these restrooms. Other evidence includes the PREA Policy, Transgender and Intersex Preferences Worksheet, and the Audit Team's observations during the Site Review. The facility has demonstrated compliance with this Standard. *The PREA Standards, as well as CSYC PREA Policy, more accurately use the term "cross-gender." "Gender" is more appropriate for this report because the Audit Team does not view or otherwise verify sex. Nevertheless, the federal government of the United States is officially discouraging the recognition of gender. On December 2, 2025, the US DOJ instructed Certified PREA Auditors to comply with Presidential Executive Order 14168. This order states, in Section 3(c), "When administering or enforcing sex-based distinctions, every agency and all Federal employees acting in an official capacity on behalf of their agency shall use the term 'sex' and not 'gender' in all applicable Federal policies and documents." Auditors are not federal employees but are required to adapt to these federal guidelines, "effective immediately."

115.316	**Residents with disabilities and residents who are limited English proficient**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has established procedures to provide disabled residents and residents with limited English proficiency (LEP) equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. CSYC policy prohibits the use of resident interpreters, resident readers, or other resident assistants except in limited circumstances in which an extended delay in obtaining an effective interpreter could compromise the

	resident's safety, the performance of first-response duties under ß 115.364, or the investigation of the resident's allegations. During the On-Site Review, the Audit Team found that residents and staff typically did not know about the interpreter services available. Additionally, when asked, staff were unclear regarding how they would accommodate residents who were deaf or hard of hearing. (There were none in the facility at the time of the On-Site Review.) Different-sex supervision is announced verbally. Within 30 days after the On-Site Review, staff were given instructions for Propio Interpreter Services for CSYC Video Remote Interpreting Services and CSYC Over-the-Phone Interpreting Services. Also, policy was updated to include "Any needed accommodations for disabilities will be identified during the intake pre-screening process, and will be arranged prior to the resident's arrival in camp whenever possible." Analysis: Evidence used to determine compliance with this Standard includes interviews with the Agency Head, administrators, LEP residents, and randomly selected staff. Policies and procedures were reviewed, along with the instructions for Propio Interpreter Services for CSYC Video Remote Interpreting Services and CSYC Over-the-Phone Interpreting Services. Verification that updates were sent to all facility staff via email and their Teams Channel was reviewed. The facility has demonstrated compliance with this Standard.

115.317	**Hiring and promotion decisions**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	Policy prohibits hiring or promoting anyone who has engaged in sexual abuse, as detailed in this Standard, if they may have contact with residents. CSYC policy requires the consideration of any incidents of sexual harassment in determining whether to hire or promote anyone or enlist the services of any contractor who may have contact with residents. The agency's policy requires conducting criminal background record checks and consulting the child abuse registry before employing new employees who may have contact with residents. The agency must do its best to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse. Policy states that material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination. Analysis: Evidence used to determine compliance with this Standard includes interviews with Human Resources staff as well as administrators and randomly selected staff. Hiring and background check policies were reviewed. The files of seven employees, as well as the files of seven contractors and volunteers, were

	randomly selected for review. The files contained all the required attestations, background checks, and child abuse registry checks. The facility has demonstrated compliance with this Standard.

115.318	Upgrades to facilities and technologies
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard encourages agencies to consider the effect of design, acquisition, expansion, and modification on the agency's ability to protect residents from sexual abuse. China Spring Youth Camp has not acquired a new confinement facility or substantially expanded this facility; however, offices have been moved from one building to another, and the video monitoring system has been updated. Analysis: Evidence used to determine compliance with this Standard includes the last two Staffing Plans and a description of the changes that have occurred. Additionally, a camera review was conducted during the Site Review. The Site Review, documents reviewed, and interviews conducted provide a triangulation of evidence of compliance.

115.321	Evidence protocol and forensic medical examinations
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC is responsible for conducting administrative sexual abuse and sexual harassment investigations. The Douglas County Sheriff's Office (DCSO), with whom CSYC has an MOU, coordinates criminal investigations and follows uniform evidence protocol. The facility offers all residents who experience sexual abuse access to forensic medical examinations off-site at no financial cost to the victim. Where possible, examinations are conducted by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs). When SANEs or SAFEs are unavailable, a qualified medical practitioner performs forensic medical examinations. The facility documents efforts to provide SANEs or SAFEs. The facility attempts to make a victim advocate from a rape crisis center available to the victim, in person or by other means, and documents these efforts. During the Pre-Audit Phase of the Audit, the Auditor's Issue Log identified a minor inconsistency within the CSYC PREA Policy. Although the Policy clearly provided for administrative investigations to be done by facility investigators, on page 14, the Policy stated, "CSYC itself is not responsible for investigating allegations of sexual abuse . . . ." This was intended to be about criminal investigations and was

	immediately addressed by the facility along with other policy improvements which were made as a bundle and fully implemented (including training) during the 30 days after the On-Site Audit. During the 30 days after the On-Site Review, in addition to the proof of the online style training about the policy updates just mentioned, signature sheets were provided showing that administrators and staff were trained on First Responder Duties, the PREA Box, and the Coordinated Response Plan. They were given the opportunity to ask questions and to attest that they understand their roles as first responders and as part of the coordinated response plan. Analysis: Evidence used to determine compliance with this Standard includes interviews conducted with randomly selected staff at the facility and with the SANE Nurse at the hospital. The SANE and the Sheriff's Office both confirm that they provide victim advocates. In addition to an MOU with the Sheriff's Office, CSYC also has an MOU with the Family Support Council of Douglas County and is served by the Forensic Victim's Services MOU of the Douglas County Special Victims Response Team (SVRT). The Policy, updated policies, MOUs, the PREA Box, and incident tracking systems were reviewed. Although there have been no incidents of sexual abuse in the past year for the Audit Team to review, the residents and others who were interviewed indicated that, in their experience, the staff and administration at CYSC are serious about safety and provide whatever care is needed by residents. A triangulation of evidence supports the finding that the agency and facility are compliant with this Standard.

115.322	**Policies to ensure referrals of allegations for investigations**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CYSC ensures that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment. The agency has a policy that requires that allegations of sexual abuse or sexual harassment be referred for investigation to an agency with the legal authority to conduct criminal investigations unless the allegation does not involve potentially criminal behavior. The agency's policy regarding the referral of allegations of sexual abuse or sexual harassment for a criminal investigation is published online. The agency documents all referrals of allegations of sexual abuse or sexual harassment for criminal investigation. In the 30 days after the On-Site Review, a policy update clarifying the language on investigations was completed, along with a review of the Coordinated Response Plan. Analysis: Verification of compliance with this Standard was achieved through applicable interviews and a review of the MOUs, policy, PREA kit, First Responder

	Duties, and the Coordinated Response Plan. Reporting systems were tested. The agency verified the publication of its policy updates. A triangulation of evidence supports the finding that the agency and facility are compliant with this Standard.

115.331	Employee training
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC trains all employees who may have contact with residents regarding all the topics required by this Standard. The training is tailored to the unique needs and attributes of the residents at the facility. Between trainings, the agency provides employees who may have contact with residents with refresher information about current policies regarding sexual abuse and sexual harassment annually. During the Pre-Audit Phase, after reviewing the training slides, the Auditor asked about the accuracy of the section on the age of consent. That training slide had already been identified as needing work. It had been updated, but the wrong version had been uploaded into the Online Audit System (OAS). The correct version was provided prior to the On-Site Review. The age of consent in Nevada is 16, and the PowerPoint includes the statute references. In the 30 days after the On-Site Review, refresher training was provided to staff regarding policy updates, the Coordinated Response Plan, the PREA kit, and other issues. Verification of the training was provided. Analysis: All staff have been trained in the topics required by this PREA Standard. Verification that they received the training and understood it was provided. Other evidence used to determine compliance with this Standard includes seven randomly selected employee files showing completion of their initial comprehensive PREA Training; 2024 and 2025 PREA Refreshers; Mandatory Reporting; PREA: Your Role Responding to Sexual Abuse; Implicit Bias and Cultural Competency; Communication with LGBTQI Youth; and Coordinated Response. Staff are trained to work with all sexes. On December 2, 2025, the DOJ PREA Management Office told PREA Auditors to “immediately” cease determining compliance with the provision of this Standard that requires employees to be trained in “How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents.” Nevertheless, communicating effectively and professionally with all residents, including LGBTI residents, remains required by the PREA Standard and is best practice. CSYC has demonstrated full compliance with the provisions and best practices of this Standard.

115.332	Volunteer and contractor training

	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC volunteers and contractors who have contact with residents have been trained, as required by this Standard, on their responsibilities under the agency's policies and procedures regarding sexual abuse and sexual harassment prevention, detection, and response. The level and type of training provided to volunteers and contractors are based on the services they offer and the level of contact they have with residents. All volunteers and contractors who have contact with residents have been notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed of how to report such incidents. The agency maintains documentation confirming that volunteers and contractors understand the training they have received. Analysis: Evidence used to determine compliance with this Standard includes interviews with staff who supervise and train volunteers and contractors, training curricula for volunteers and contractors, and files of seven randomly selected volunteers and contractors verifying that they have received the training. A triangulation of evidence verifies compliance with this Standard.

115.333	**Resident education**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC residents receive information at the time of intake about the zero-tolerance policy and how to report incidents or suspicions of sexual abuse or sexual harassment. All residents have been educated regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents. CSYC ensures that key information about the agency's PREA policies is continuously and readily available or visible through posters, resident handbooks, or other written formats. The agency provides resident education in formats accessible to all residents, including those who are limited-English proficient, deaf, visually impaired, or otherwise disabled, as well as residents with limited reading skills. Analysis: Evidence used to determine compliance with this Standard includes interviews with Intake Staff and randomly selected residents. 13 randomly selected resident files were inspected as proof of practice. Along with reviewing policy, posters, pamphlets, and resident handbooks were reviewed. Information from interviews was consistent with the records provided, and with the policies and procedures reviewed, thus demonstrating that the facility is compliant with this Standard.

115.334	Specialized training: Investigations
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The facility investigators are trained in conducting administrative sexual abuse and sexual harassment investigations in confinement settings, as required by the Standard. The Sheriff's Office performs criminal investigations. Analysis: Evidence used to determine compliance with this Standard includes interviews with all 3 Investigative staff, their training records, and training curriculum. The facility considers the National Institute of Corrections (NIC) Specialized Training for Investigators to be the minimum level of training for investigators. They believe the best practice is also to take the PREA Resource Center and Moss Group trainings. Although there were no sexual abuse or sexual harassment allegations in the past 12 months, the Auditor reviewed older files and other types of files to help verify that investigators follow their training in practice. These sources culminate in a triangulation of evidence of compliance.

115.335	Specialized training: Medical and mental health care
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The agency has a policy for training medical and mental health practitioners who regularly work in the facility. They do not perform forensic exams. The agency maintains documentation showing that medical and mental health practitioners have completed required training. The training teaches how to detect and assess signs of sexual abuse and sexual harassment; how to preserve physical evidence of sexual abuse; how to respond effectively and professionally to juvenile victims of sexual abuse and sexual harassment; and how and to whom to report allegations or suspicions of sexual abuse and sexual harassment. Analysis: Evidence used to determine compliance with this Standard includes interviews with Medical and Mental Health Staff; a review of their policy and training; their training records; and sample documentation of sessions with residents who have experienced sexual victimization. The facility complies with this Standard.

115.341	Obtaining information from residents
	Auditor Overall Determination: Meets Standard
	Auditor Discussion

	CSYC has routines in place that require screening within 24 hours of admission, and periodically throughout the resident's stay, for risk of sexual abuse victimization or sexual abusiveness toward other residents, using an objective screening instrument. The screenings and reassessments attempt to gather information on all areas required by this Standard and other information important to determining risk. A case manager completes the screening and assesses how these risk factors interrelate within the family's social history and functioning, and supports the information collected with context and narrative detail. They conduct periodic assessment reviews every 30 days. During the Pre-Audit Phase, it was learned that CSYC had obtained a new, streamlined assessment but had not yet fully implemented it. This system was implemented, and all of the residents in the facility were reassessed. In the 30 days after the On-Site Review, the 13 files randomly selected and requested by the Auditor were provided, along with several others, including screenshots, to demonstrate the full functioning of their assessment system. Additional files included an example of a reassessment triggered when additional information regarding a resident was received. Analysis: Evidence used to determine compliance with this Standard includes interviews that were conducted with Risk Screening staff, with residents, and with the PREA Coordinator. As already mentioned, the PREA Policy, training materials, and actual assessments were reviewed. On December 2, 2025, the DOJ PREA Management Office ordered PREA Auditors to "immediately" cease determining compliance with the provision of this Standard that requires facilities to attempt to ascertain information about "Any gender nonconforming appearance or manner or identification as lesbian, gay, bisexual, transgender, or intersex, and whether the resident may therefore be vulnerable to sexual abuse." Therefore, this PREA Audit Final Report does not make an official determination regarding that provision. However, since this type of information sheds light on whether a resident might be vulnerable to sexual abuse, it remains a best practice. The facility has shown compliance with all the applicable provisions of this Standard and follows best practices.

115.342	**Placement of residents**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard sets out how agencies are to use the information collected in accordance with the previous Standard, 115.341. Standard 115.341 requires agencies to "attempt" to gather information that will support the safety of each resident. 115.341 states, "This information shall be ascertained through conversations with the resident during the intake process and medical and mental

	health screenings; during classification assessments; and by reviewing court records, case files, facility behavioral records, and other relevant documentation from the resident's files." Additionally, 115.341 requires the information be updated "periodically." 115.342 is about how all this information is to be used. It states, "The agency shall use all information obtained pursuant to §115.341 and subsequently to make housing, bed, program, education, and work assignments for residents with the goal of keeping all residents safe and free from sexual abuse." Analysis: Evidence used to determine compliance with this Standard includes interviews with the PREA Coordinator, Risk Screening Staff, and residents. Documentation was reviewed of the use of screening information to inform housing, bed, education, and program assignments. A Resident Room Assignment chart denoting ages, codes, and notes was reviewed. As already mentioned, the PREA Policy, training materials, and more than 15 assessments were reviewed. On December 2, 2025, the DOJ PREA Management Office ordered PREA Auditors to "immediately" cease determining compliance with provisions "c" through "g" of this Standard. Provisions "c" through "g" state: "(c) Lesbian, gay, bisexual, transgender, or intersex residents shall not be placed in particular housing, bed, or other assignments solely on the basis of such identification or status, nor shall agencies consider lesbian, gay, bisexual, transgender, or intersex identification or status as an indicator of likelihood of being sexually abusive. (d) In deciding whether to assign a transgender or intersex resident to a facility for male or female residents, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the resident's health and safety, and whether the placement would present management or security problems. (e) Placement and programming assignments for each transgender or intersex resident shall be reassessed at least twice each year to review any threats to safety experienced by the resident. (f) A transgender or intersex resident's own views with respect to his or her own safety shall be given serious consideration. (g) Transgender and intersex residents shall be given the opportunity to shower separately from other residents." As requested by the DOJ PREA Management Office, this PREA Audit Final Report does not make any official determinations regarding these quoted provisions. However, information that sheds light on whether a resident might be vulnerable to sexual abuse remains of interest to those trying to make decisions that increase safety. The facility has shown compliance with all the applicable provisions of this Standard and follows best practices as well.

115.351	**Resident reporting**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has established procedures allowing for multiple internal ways for residents to report privately to agency officials about sexual abuse and sexual harassment; retaliation by other residents or staff for reporting sexual abuse and sexual

	harassment; and staff neglect or violation of responsibilities that may have contributed to such incidents. Residents detained solely for civil immigration purposes shall be provided with information on how to contact relevant consular officials and Department of Homeland Security officials. The following information is in CSYC Policy and is provided to residents: Residents of the facility have the right to report sexual abuse and/or sexual harassment free of retaliation and consequence. Reports can be made in the following ways: 1. Tell a trusted staff member, request a supervisor, or request to speak to a member of Administration or a designee who accepts phone calls 24 hours a day. 2. Complete a Grievance form and place it in the secured box. 3. Ask staff to make a private phone report and contact one of the listed outside agencies provided during intake for each county. 4. Use the dorm phone to select a pre-programmed number: Line 1: Internal PREA Message Line for PREA Compliance Manager. Line 4: Douglas County Sheriff's Office Investigations 775-782-9905 (Mailing Address: P.O. Box 218; Minden, NV 89423) Line 5: Division of Child and Family Services (DCFS) PREA Reporting Hotline 775-684-4244 5. Residents may also request a private phone call to their parents, JPO, attorney, or other guardian to make a report. The policy mandates that staff accept reports of sexual abuse and sexual harassment made verbally, in writing, anonymously, and from third parties. Staff are required to document verbal reports by the end of their shift. Residents are provided with access to tools to make written reports of sexual abuse or sexual harassment, retaliation by other residents or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents. CSYC has established procedures for staff to privately report sexual abuse and sexual harassment of residents. Staff and anyone else can report anonymously to the Division of Child and Family Services (DCFS) PREA Reporting Hotline. Staff are informed of these procedures through training, policy reviews, and posted notices. In the 30 days after the On-Site Review, the notices regarding 3rd party reporting were updated. All visitors and family members are provided with information on how to report. Analysis: To determine compliance with this Standard, interviews were conducted with selected staff and residents. Additionally, the reporting systems were tested, and policy was reviewed along with the Resident Handbook and the CSYC

	Instructions for Mandatory Contact of Chain of Command and Director. The facility and agency have demonstrated compliance with this Standard.

115.352	Exhaustion of administrative remedies
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has an administrative procedure for dealing with resident grievances regarding sexual abuse, which allows a resident to submit a grievance regarding an allegation of sexual abuse at any time, regardless of when the incident is alleged to have occurred. The agency policy does not require a resident to use an informal grievance process, or otherwise to attempt to resolve with staff, an alleged incident of sexual abuse. Policy and procedure allow a resident to submit a grievance alleging sexual abuse without submitting it to the staff member who is the subject of the complaint. The Policy requires that a resident grievance alleging sexual abuse not be referred to the staff member who is the subject of the complaint, and it requires that an initial decision on the merits of any grievance or portion of a grievance alleging sexual abuse be made immediately, as it is considered an emergency, as with any allegation of sexual abuse or harassment. The final decision must be made within 90 days. The agency always notifies the resident in writing when it files for an extension, including the date by which a decision will be made. Policy and procedure permit third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and to file such requests on behalf of residents. Agency policy and procedure require that if the resident declines to have third-party assistance in filing a grievance alleging sexual abuse, the agency documents the resident's decision to decline. The agency has a written policy that limits its ability to discipline a resident for filing a grievance alleging sexual abuse to occasions where the agency demonstrates that the resident filed the grievance in bad faith. Analysis: Evidence used to determine compliance with this Standard includes interviews with residents, including some with firsthand familiarity with the grievance system; interviews with staff who process and investigate grievances; and Policy. Although there have not been grievances alleging sexual abuse or sexual harassment in the past 12 months, the agency provided examples of grievances for review. A triangulation of evidence verifies compliance with this Standard.

115.353	Resident access to outside confidential support services and legal representation
	Auditor Overall Determination: Meets Standard

	Auditor Discussion
	Residents are provided access to outside victim advocates for emotional support services related to sexual abuse. They are provided with phone numbers in their Orientation Packets and by postings around the building. They are assisted in communicating with these organizations, in as confidential a manner as possible. The facility informs residents, prior to giving them access to outside support services, the extent to which a call might be monitored, of the mandatory reporting rules governing privacy, confidentiality, and/or privilege that apply to disclosures of sexual abuse made to outside victim advocates, including any limits to confidentiality under relevant Federal, State, or local law. The facility maintains memoranda of understanding (MOUs) and other agreements with community service providers that can provide residents with emotional support services related to sexual abuse, and the facility maintains copies of those agreements. The facility has MOUs with the Family Support Council for emotional support services and advocacy, as well as to coordinate sexual abuse exams and related care when needed. The Sheriff's Office and numerous other community agencies also commit to victims having emotional support services, advocacy, and appropriate medical care. The facility provides residents with reasonable and confidential access to their attorneys or other legal representation, and with reasonable access to parents or legal guardians. Analysis: Evidence used to determine compliance with this Standard includes interviews with residents, with the agency PREA Coordinator, and with staff and the facility Director; PREA Emotional Support Services MOU (Family Support Council); MOU with Sheriff's Office; YDS Resident Handbook; PREA Policy; and the Coordinated Response Plan. A triangulation of evidence verifies compliance with this Standard.

115.354	**Third-party reporting**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CYSC provides a method to receive third-party reports of resident sexual abuse or sexual harassment. Third-party reports can be made through the grievance system, through the State toll-free reporting line, or by verbal or written reporting to the facility. The agency and facility publicly distribute information on how to report resident sexual abuse or sexual harassment on behalf of residents. Information is provided to the residents and their families. In 30 days after the On-Site Review, the information to visitors was updated to the following: Any visitor, presenter or other service not trained in PREA, must have a PREA trained staff present for the entire length of the presentation or service.... China Spring Youth Camp has a Zero Tolerance Policy against all forms of sexual

	abuse, sexual harassment and retaliation. CSYC is committed to the prevention and elimination of sexual abuse/assault/harassment. All employees, staff, youth, contract employees, contract services personnel, volunteers, and visitors are subject to the Zero Tolerance Policy. Violations of this policy may result in disciplinary sanctions and/or criminal prosecution as authorities deem appropriate. Parents or other third parties may also report on behalf of a youth using any of the mechanisms provided below including: • Reporting to a staff member, CSYC Administration, or Juvenile Probation Officer • Douglas County Family Support Council Phone: 775-782-8692 • Douglas County Sheriff's Office Investigations Phone: 775-784-8085 • CSYC website at: chinaspringyouthcamp.com. Analysis: Evidence used to determine compliance with this Standard includes publicly distributed information on how to report sexual abuse or sexual harassment on behalf of residents, as well as interviews with residents who have visitors and staff who supervise them. Policies and MOUs allow residents to access the Family Support Council of Douglas County for free emotional support and victim services. This information is in the Resident YDS Handbook provided to each resident and on posters in the dormitory by the phones for reference. When residents request phone calls of this nature, policy requires that reasonable privacy measures will be taken while maintaining visual observation. Visual observation is maintained during visitation, but information necessary to enable visitors for Third Party Reporting can be shared privately. A triangulation of evidence verifies compliance with this Standard.

115.361	**Staff and agency reporting duties**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC requires all staff to report immediately and according to agency policy: any knowledge, suspicion, or information they receive regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; any retaliation against residents or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency requires all staff to comply with any applicable mandatory child abuse reporting laws. Apart from reporting to designated supervisors or officials and designated State or local service agencies, CSYC policy prohibits staff from revealing any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment, investigation, and other security and management decisions. Medical and mental health practitioners are mandated reporters and are required to inform residents at the initiation of services of their duty to report and the limitations of confidentiality. Upon receiving any allegation of sexual abuse, the facility will promptly report the allegation to the appropriate agency office and to the alleged victim's parents or legal guardians, unless the facility has official documentation showing the parents or legal guardians

	should not be notified. If the alleged victim is under the guardianship of the child welfare system, the report will be made to the alleged victim's caseworker instead of to the parents or legal guardians. If a juvenile court retains jurisdiction over the alleged victim, the facility head or designee will also report the allegation to the juvenile's attorney or other legal representative of record within 14 days of receiving the allegation. Analysis: Evidence used to determine compliance with this Standard includes interviews with randomly selected staff, with medical staff, with mental health staff, with investigators, with the PC, and with the Facility Director/PCM. These interviews, along with reviews of past reports and applicable policies and procedures, demonstrate compliance with this Standard.

115.362	Agency protection duties
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	When CSYC learns that a resident is subject to a substantial risk of imminent sexual abuse, it takes immediate action to protect the resident. Analysis: Evidence used to determine compliance with this Standard includes interviews with the Agency Head, the PREA Coordinator, the Facility Director, and staff; and a review of policies, procedures, and protocols. A triangulation of evidence verifies compliance with this Standard.

115.363	Reporting to other confinement facilities
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has a policy requiring that, upon receiving an allegation that a resident was sexually abused while confined at another facility, the head of the facility must notify the head of the facility, or the appropriate office of the agency or facility where sexual abuse is alleged to have occurred, as soon as possible, but no later than 72 hours after receiving the allegation; and that this notification be documented. Policy also requires that the head of the facility notify the appropriate investigative agency. Allegations received from other facilities/agencies are to be investigated in accordance with the PREA standards. Analysis: Evidence used to determine compliance with this Standard includes interviews with the Agency Head, PREA Coordinator, and the Facility Director; and a review of policies, procedures, and protocols. A triangulation of evidence verifies compliance with this Standard.

115.364	Staff first responder duties
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has a first responder policy for allegations of sexual abuse. The agency policy requires that, upon learning of an allegation that a resident was sexually abused, the first security staff member to respond to the report shall be required to separate the alleged victim and abuser; preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; and if the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim, and ensure that the alleged perpetrator, not take any actions that could destroy physical evidence. Policy requires that if the first staff responder is not a security staff member, that responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and notify security. During the On-Site Review, some staff answered interview questions in a way that indicated a weak understanding of the First Responder Duties. Some staff indicated that they might conduct some investigative work. In the 30 days after the On-Site Review, First Responder Duties were reviewed by employees, and they were told not to investigate sexual abuse or sexual harassment unless they are trained investigators. Signature sheets were provided that showed that administrators and staff were trained on First Responder Duties, the PREA Box, and the Coordinated Response Plan. They were given the opportunity to ask questions and attested that they understood their roles as first responders and in the coordinated response plan. Analysis: Evidence used to determine compliance with this Standard includes interviews with staff who would be First Responders. The training curriculum was reviewed, along with verification that all staff have received the training. The updates and reminders provided during the 30 days after the On-Site Review (mentioned above) were reviewed. Additionally, the CSYC Sexual Assault Form A (The Who, What, When, Where Form), with its mandatory contacts, and the CSYC Sexual Assault Checklist Form B were reviewed. A triangulation of evidence verifies compliance with this Standard.

115.365	Coordinated response
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has developed a written institutional plan to coordinate actions taken in response to an incident of sexual abuse among staff first responders, medical and

	mental health practitioners, investigators, and facility leadership. In the 30 days after the On-Site Review, all facility staff were reminded of their First Responder and Coordinated Response duties. Analysis: Evidence used to determine compliance with this Standard includes interviews with the Facility Director, PREA Coordinator, and staff. The Audit Team reviewed the Facility's Coordinated Response Plan and the related forms and policies. Although more than 12 months old, investigative files also helped verify the functioning of the Coordinated Response Plan and the MOUs. A triangulation of evidence verifies compliance with this Standard.

115.366	Preservation of ability to protect residents from contact with abusers
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The agency has an agreement with the Douglas County Employees Association. The agency maintains the ability to protect residents from abusers. Analysis: Evidence used to determine compliance with this Standard includes an interview with the Agency Head and other administrators and a review of all PAQ documentation, including the Labor Agreement between Douglas County and the Douglas County Employees Association, 2024-2028. All indications are that the agency is fully compliant with this Standard.

115.367	Agency protection against retaliation
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC has a policy to protect all residents and staff who report sexual abuse or sexual harassment, or who cooperate with sexual abuse or sexual harassment investigations, from retaliation by other residents or staff. The agency designates administrators to monitor for possible retaliation. These managers and supervisors monitor the conduct and treatment of residents or staff who reported sexual abuse, and of residents who were reported to have suffered sexual abuse, to see if there are any changes that may suggest possible retaliation by residents or staff for 90 days or as long as needed. CSYC acts promptly to remedy any such retaliation. Analysis: Evidence used to determine compliance with this Standard includes interviews with the Facility Director, the PREA Coordinator, other staff who will assist with retaliation monitoring, and residents. The residents who were interviewed do

	not think the facility will tolerate retaliation for reporting sexual abuse. Policy was reviewed. Although there were no examples of retaliation or of monitoring for retaliation within the past 12 months, older documents were provided. A triangulation of evidence verifies compliance with this Standard.

115.368	Post-allegation protective custody
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The Standard requires that, "Any use of segregated housing to protect a resident who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.342." Analysis: The PAQ, Policy, and interviews consistently stated that CSYC prohibits room confinement in all circumstances. Additionally, the facility is not equipped with isolation rooms or cells. If a resident perpetrator poses a significant safety risk and requires full separation and isolation, CSYC Administration will coordinate with the entity that has custody of (or court jurisdiction over) the perpetrator to place the perpetrator in another facility. If the victim desires to move to another facility, the request will be considered. CSYC demonstrates compliance with this Standard.

115.371	Criminal and administrative agency investigations
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard contains numerous provisions regarding how investigations are to be conducted. It starts by saying, "When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports." Analysis: Since no sexual abuse or sexual harassment allegations were received in the past 12 months, older files and rule violation investigations were reviewed. Policy, training records, the Coordinated Response Plan, the PREA box, and MOUs were also reviewed. All 3 of the facility's administrative investigators, who are administrators as well as trained investigators, were interviewed. A triangulation of evidence verifies that the agency is compliant with this Standard.

115.372	Evidentiary standard for administrative investigations

	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The entire Standard is as follows: “The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.” Analysis: Evidence used to determine compliance with this Standard includes interviews with all 3 investigative staff, a review of the Policy, and a review of completed administrative investigations (more than 12 months old). This triangulation of evidence verifies that the agency is compliant with this Standard.

115.373	**Reporting to residents**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	Any resident who alleges that they suffered sexual abuse is to be informed, verbally or in writing, as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded. The Standard provides additional rules that outline the work of informing residents. For example, it requires that all notifications described under this Standard are documented. Additionally, in some cases, notifications are required to inform a resident whether an alleged perpetrator remains at the facility or has had charges filed or convictions entered. During the Pre-Audit Process, the Auditor’s Issue Log identified weaknesses in the template the facility had prepared to inform alleged victims of investigative findings and outcomes. The definition of sexual abuse seemed misleading, and the format of the template was not such that it could handle multiple allegations that might have multiple perpetrators or multiple findings, each potentially having different informational updates for alleged victims. The agency revised the form. Analysis: Evidence used to determine compliance with this Standard includes interviews with the administrators and investigative staff; Agency policy; the updated template; and documentation of notifications provided in the past to alleged victims. A triangulation of evidence verifies that the agency is compliant with this Standard.

115.376	**Disciplinary sanctions for staff**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion

	Facility staff are to be subject to disciplinary sanctions, up to and including termination, for violating agency sexual abuse or sexual harassment policies. Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) are to be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories. All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, are to be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies. Analysis: Evidence used to determine compliance with this Standard includes staff disciplinary policy regarding violations of Agency sexual abuse or sexual harassment policies, including a review of cases. The document review included 2.02.090 Disciplinary Action in the Douglas County, NV, Code of Ordinances; China Springs Youth Camp Final Site Assessment Report by DRB Consulting Group; Evidence-Based Correctional Program Checklist Final Report by Kellie Nesto of Aging and Disability Services Division and Sara Velasquez of the Division of Child and Family Services; and State of Nevada Behavioral Health Certifications for Excellence in Nevada (BHCEN) Center for the Application of Substance Abuse Technologies (CASAT) Certification Summary. Interviews were consistent with the policies and the PREA Standards. In an effort to assure the highest integrity of staff, discussions have occurred with the State of Nevada's DCFS to create an MOU that necessitates that someone outside of CYSC will conduct all administrative PREA investigations of staff. A triangulation of evidence verifies that the agency is compliant with this Standard.

115.377	**Corrective action for contractors and volunteers**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard requires that “Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.” It also requires that “The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.” Analysis: Evidence used to determine compliance with this Standard includes interviews with facility and agency administrators who oversee contractors and volunteers. Additionally, a review of policies, training materials, and background checks of contractors and volunteers was conducted. A triangulation of evidence verifies that the agency is compliant with this Standard.

115.378	Interventions and disciplinary sanctions for residents
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	Residents are to be subject to disciplinary sanctions only pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse. This Standard provides guidelines for disciplinary sanctions for sexual abuse. It prohibits disciplinary action for a report of sexual abuse made in good faith, based upon a reasonable belief that the alleged conduct occurred, even if an investigation does not establish evidence sufficient to substantiate the allegation. Sexual activity between residents is not held to constitute sexual abuse unless the activity is coerced. During the Pre-Audit process, Policy updates were initiated that help assure compliance with the provision of this Standard, which states, “Sexual activity between residents is not held to constitute sexual abuse unless the activity is coerced.” During the 30 days after the On-Site Review, verification was provided that the email notification sent to all staff about the policy updates was received. Also, a screenshot of the policy software, PolicyTech, showing the published version was provided, along with the automated notification sent to everyone when the new version was published, and another email notification from the PREA Coordinator. Each person received an email stating that they are responsible for completing the “PREA Policy” reading. The system tracks as staff clicks the link. Analysis: Evidence used to determine compliance with this Standard includes interviews with medical staff and mental health staff; a review of investigations; and the CSYC Youth Development System Expectations and Rule Book. Since there have been no recent allegations of sexual abuse or sexual harassment, the interviews with residents and staff inquired as to the processes that are followed regarding any rule violations. All sources of information indicate that the facility's practices are consistent with this Standard.

115.381	Medical and mental health screenings; history of sexual abuse
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard relates to the screening conducted for Standard 115.341. When residents have experienced prior sexual victimization, or if residents have previously perpetrated sexual abuse, staff are required to ensure that the residents are offered a follow-up meeting with a Mental Health practitioner within 14 days of the screening. The Standard also provides rules regarding information related to sexual

	victimization or abusiveness. During the Pre-Audit Process, the facility identified that 14 residents were identified upon intake as being a victim or perpetrator of sexual abuse, but only 7 received the required follow-up session, although all did receive ongoing treatment and counseling throughout their stay. This error was discovered and corrected several months before the PREA Audit and addressed with the applicable residents during their ongoing treatment sessions. Analysis: Evidence used to determine compliance with this Standard includes interviews with each of the following: residents who disclosed sexual victimization or abusiveness at Risk Screening; medical staff; mental health staff; and staff who perform Risk Screening. Samples of medical and mental health secondary materials were also provided with sample PREA Vulnerability Assessments, the Initial Mental Health Assessment, and the corresponding Mental Health Check-in. A screenshot was provided of the PREA Sexual Abuse Vulnerability Follow-Ups. Instructions and protocols for screenings and assessments are found in CSYC Procedures Title 5A.01 Intake and Orientation (Part 5. Juvenile Services, Section A. Intake/Orientation), and are informed by CARF, CPC, NAJJA Policies, and PREA Rules/Regulations/Standards. To protect confidentiality, direct care staff (Youth Program Officers) are given ratings of low/medium/high for each resident on victimization and perpetration risk, so they can be aware of risks as they supervise residents, but they are not given the details of what led to those scores. A triangulation of evidence verifies that the agency is compliant with all provisions of this Standard.

115.382	**Access to emergency medical and mental health services**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	Resident victims of sexual abuse are to receive timely, unimpeded access to emergency medical treatment and crisis intervention services. The nature and scope of such services are to be determined by Medical and Mental Health practitioners, in accordance with their professional judgment. Medical and Mental Health staff are to maintain secondary materials documenting the timeliness of emergency medical treatment and crisis intervention services that were provided; the appropriate response by non-health staff in the event health staff are not present at the time the incident is reported; and the provision of appropriate and timely information and services concerning sexually transmitted infection prophylaxis. Treatment services are to be provided to every victim without financial cost, and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident. Analysis: Since no incident of sexual abuse that required access to emergency medical and mental health services occurred in the past 12 months, the Auditor was not able to review documentation as proof of practice. Evidence used to determine

	compliance with this Standard includes interviews with medical staff, mental health staff, facility administrators who coordinate care, and community providers. Policies, procedures, and coordinated response plans regarding access to treatment services by resident victims of sexual abuse are consistent with the other sources of information. A triangulation of evidence verifies that the agency is compliant with all provisions of this Standard.

115.383	Ongoing medical and mental health care for sexual abuse victims and abusers
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The facility is required to offer medical and mental health evaluations and, as appropriate, treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility. Resident victims of sexual abuse while incarcerated are to be offered tests for sexually transmitted infections, as medically appropriate. Treatment services are to be provided to the victim at no financial cost, regardless of whether the victim names the abuser or cooperates with any investigation arising from the incident. Within 60 days of learning of such abuse history, the facility is to attempt to conduct a mental health evaluation of all known resident-on-resident abusers, and it is to offer treatment, when deemed appropriate by mental health practitioners. Analysis: CSYC provides ongoing care for sexual abuse victims and abusers regardless of where the victimization occurred. Evidence used to determine compliance with this Standard includes interviews with each of the following: residents who disclosed sexual victimization or abusiveness at Risk Screening; medical staff; mental health staff; and staff who perform Risk Screening. Samples of medical and mental health secondary materials were also provided with sample PREA Vulnerability Assessments, the Initial Mental Health Assessment, and the corresponding Mental Health Check-in. A screenshot of the PREA Sexual Abuse Vulnerability Follow-Ups was provided. Instructions and protocols for screenings and assessments are found in CSYC Procedures Title 5A.01 Intake and Orientation (Part 5. Juvenile Services, Section A. Intake/Orientation), and are informed by CARF, CPC, NAJJA Policies, and PREA Rules/Regulations/Standards. A triangulation of evidence verifies that the agency is compliant with all provisions of this Standard.

115.386	Sexual abuse incident reviews
	Auditor Overall Determination: Meets Standard
	Auditor Discussion

	The facility conducts a sexual abuse incident review within 30 days after the conclusion of every sexual abuse investigation, unless the allegation has been determined to be unfounded. The sexual abuse incident review team includes upper-level management officials and allows for input from line supervisors, investigators, and medical or mental health practitioners. The review team considers all provisions of this Standard, including whether the incident and investigation revealed any motivations, group dynamics, staffing issues, and needed changes. They assess whether monitoring technology should be deployed or augmented. They report their findings and any recommendations for improvement to the facility head and the PC. The facility must implement the recommendations for improvement or document its reasons for not doing so. Analysis: Evidence used to determine compliance with this Standard includes interviews with the agency and facility administrators and with the other members of the Incident Review Team. Since there were no incidents to review in the past 12 months, the Auditor reviewed some documentation from 2023 and 2024 when the agency had different administrators. However, assuring that they will have an Incident Review Team in place when it is needed, reliably functioning, holding meetings and tabulating data, the agency conducted meetings throughout 2025 to discuss their processes and progress toward increasing sexual safety, and produced the following documents: Monthly PREA Report - January 2025, Monthly PREA Report - February 2025, Monthly PREA Report - March 2025, Monthly PREA Report - April 2025, Monthly PREA Report - May 2025, Monthly PREA Report - June 2025, Monthly PREA Report - July 2025, Monthly PREA Report - August 2025, Monthly PREA Report -September 2025, Monthly PREA Report - October 2025, and Monthly PREA Report - November 2025. These reports were sent to the County's Internal Review Committee (IRC). A triangulation of evidence verifies that the agency is compliant with all provisions of this Standard. AUDITOR'S NOTE: As with some provisions in other Standards, Auditors have recently been ordered by the DOJ PREA Management Office to cease making compliance determinations for a provision of this Standard. The DOJ Memorandum states that it is about the "National PREA Standards Alignment with Executive Order 14168." Executive Order 14168 states that "'Sex' shall refer to an individual's immutable biological classification as either male or female. 'Sex' is not a synonym for and does not include the concept of 'gender identity.'" The Executive Order also states that "'Gender identity' reflects a fully internal and subjective sense of self, disconnected from biological reality and sex and existing on an infinite continuum, that does not provide a meaningful basis for identification . . . ." The Executive Order goes on to order that "Agencies shall remove all statements, policies, regulations, forms, communications, or other internal and external messages that promote or otherwise inculcate gender ideology, and shall cease issuing such statements, policies, regulations, forms, communications or other messages. Agency forms that require an individual's sex shall list male or female, and shall not request gender identity. . . ." However, the longstanding PREA provision in Standard 115.386, which is now subject to the new DOJ Memorandum, is not about establishing sex or gender but about motivators for abuse that occur in correctional facilities. The provision advises facility administrators to "Consider whether the

	incident or allegation [of sexual abuse] was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or, gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility." This audit complies with the new DOJ requirement that auditors not make a compliance determination regarding this provision, while also making clear that the provision does not endorse an ideology but addresses realities. The provision remains a best practice for correctional facilities. The targeted provision in no way supports any notions about what gender(s) are or ought to be. It is, instead, a tested piece of wisdom for learning that perceptions are part of a dynamic that gets people hurt. The provision helps facilities know if someone is identified or perceived in some way that makes them a potential target of violence. When facility administrators consider the background, rumors, stories, relationships, labels, insults, and slurs that are part of the context of a particular incident of violence, it does not mean that the administrators believe any of the rumors or notions that any of the parties hold about the labels. Many violence-producing interactions include sexual comments and behaviors as part of stances of power and domination. Ignoring these age-old dynamics in violent incidents, when applicable, would be inefficient and naive. Violence in correctional facilities must be directly and effectively addressed: it harms the active participants of the violence, and the ripple effects also harm other youth, staff, families, and communities. Gang membership, or perceived membership, like gender, cannot be biologically proven but is also still a significant factor in many violent incidents in some facilities across the country, and is essential to consider when applicable.

115.387	**Data collection**
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard requires the agency to "collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions." The Standard further states that "The agency shall aggregate the incident-based sexual abuse data at least annually." "The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice." The Survey of Sexual Violence is now called the Survey of Sexual Victimization. The data comes "from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews." Analysis: Evidence used to determine compliance with this Standard includes the policy and definitions regarding sexual abuse data collection. Interviews included an explanation of the CSYC data collection system, a virtual tour, a Q&A, and a demonstration of the CSYC data collection system. Additionally, the agency provided screenshots, the 2024 Annual PREA Report, and their 2024 Survey of Sexual

	Victimization. A triangulation of evidence verifies compliance with this Standard.

115.388	Data review for corrective action
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	The agency reviews data collected and aggregated pursuant to §115.387 to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, and training, including: identifying problem areas; taking corrective action on an ongoing basis; and preparing an annual report of its findings from its data review and any corrective actions for each facility, as well as the agency as a whole. Comparative data on sexual abuse allegations and findings are listed on the public website. The agency head approves the annual report and provides an assessment of the agency's progress in addressing sexual abuse. The agency makes its yearly report readily available to the public through its website. Analysis: Evidence used to determine compliance with this Standard includes: interviews with the Agency Head, with the PREA Coordinator, and with other administrators; documentation of corrective action plans; 2024 PREA Annual Report; China Springs Youth Camp Final Site Assessment Report by DRB Consulting Group; Evidence-Based Correctional Program Checklist Final Report by Kellie Nesto of Aging and Disability Services Division and Sara Velasquez of the Division of Child and Family Services; State of Nevada Behavioral Health Certifications for Excellence in Nevada (BHCEN) Center for the Application of Substance Abuse Technologies (CASAT) Certification Summary; PREA Policy; and the agency website.

115.389	Data storage, publication, and destruction
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	CSYC ensures that incident-based and aggregate data are securely retained. Agency policy requires that aggregated sexual abuse data be made readily available to the public, at least annually, through its website. Before making aggregated sexual abuse data publicly available, the agency makes sure it includes no personal identifiers. The agency maintains sexual abuse data collected pursuant to ß115.387 for at least 10 years after the date of initial collection, unless Federal, State, or local law requires otherwise. Analysis: Evidence used to determine compliance with this Standard includes interviews with the PREA Coordinator and Facility Director; Historical Data 2016-2021; Historical Data 2022-2025; 2024 PREA Annual Report; Policy; and the

	agency website. A triangulation of evidence indicates that the agency has demonstrated compliance with this Standard.

115.401	Frequency and scope of audits
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard requires that all correctional facilities operated by an agency be audited at least once during each 3-year audit cycle. These audit cycles started on August 20, 2013. The Standard also states that “The agency shall bear the burden of demonstrating compliance with the standards.” Auditors are instructed to “review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.” Auditors are required to sample relevant documents, records, and other information for the most recent one-year period. The list of other requirements includes that “The auditor shall have access to, and shall observe, all areas of the audited facilities” and that “The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.” This Audit was completed in the first year of the 5th Audit Cycle Analysis: By granting the Audit Team full access to the facility, providing all requested documentation, and completing this Audit, the agency demonstrates full compliance with this Standard.

115.403	Audit contents and findings
	Auditor Overall Determination: Meets Standard
	Auditor Discussion
	This Standard provides rules and guidelines for Audits and Auditors. Additionally, this Standard requires that the agency "ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public." Analysis: The Audit Team has reviewed the agency's website and found that previous PREA Final Audit Reports have been published as required, thereby fulfilling the requirements of this Standard.

Appendix: Provision Findings		
115.311 (a)	**Zero tolerance of sexual abuse and sexual harassment; PREA coordinator**	
	Does the agency have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment?	yes
	Does the written policy outline the agency's approach to preventing, detecting, and responding to sexual abuse and sexual harassment?	yes
115.311 (b)	**Zero tolerance of sexual abuse and sexual harassment; PREA coordinator**	
	Has the agency employed or designated an agency-wide PREA Coordinator?	yes
	Is the PREA Coordinator position in the upper-level of the agency hierarchy?	yes
	Does the PREA Coordinator have sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities?	yes
115.311 (c)	**Zero tolerance of sexual abuse and sexual harassment; PREA coordinator**	
	If this agency operates more than one facility, has each facility designated a PREA compliance manager? (N/A if agency operates only one facility.)	na
	Does the PREA compliance manager have sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards? (N/A if agency operates only one facility.)	na
115.312 (a)	**Contracting with other entities for the confinement of residents**	
	If this agency is public and it contracts for the confinement of its residents with private agencies or other entities including other government agencies, has the agency included the entity's obligation to adopt and comply with the PREA standards in any new contract or contract renewal signed on or after August 20, 2012? (N/A if the agency does not contract with private agencies or other entities for the confinement of residents.)	na
115.312 (b)	**Contracting with other entities for the confinement of residents**	

	Does any new contract or contract renewal signed on or after August 20, 2012 provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards? (N/A if the agency does not contract with private agencies or other entities for the confinement of residents OR the response to 115.312(a)-1 is "NO".)	na
115.313 (a)	**Supervision and monitoring**	
	Does the agency ensure that each facility has developed a staffing plan that provides for adequate levels of staffing and, where applicable, video monitoring, to protect residents against sexual abuse?	yes
	Does the agency ensure that each facility has implemented a staffing plan that provides for adequate levels of staffing and, where applicable, video monitoring, to protect residents against sexual abuse?	yes
	Does the agency ensure that each facility has documented a staffing plan that provides for adequate levels of staffing and, where applicable, video monitoring, to protect residents against sexual abuse?	yes
	Does the agency ensure that each facility’s staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: The prevalence of substantiated and unsubstantiated incidents of sexual abuse?	yes
	Does the agency ensure that each facility’s staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Generally accepted juvenile detention and correctional/secure residential practices?	yes
	Does the agency ensure that each facility’s staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Any judicial findings of inadequacy?	yes
	Does the agency ensure that each facility’s staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Any findings of inadequacy from Federal investigative agencies?	yes
	Does the agency ensure that each facility’s staffing plan takes into consideration the 11 criteria below in calculating adequate	yes

	staffing levels and determining the need for video monitoring: Any findings of inadequacy from internal or external oversight bodies?	
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: All components of the facility's physical plant (including "blind-spots" or areas where staff or residents may be isolated)?	yes
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: The composition of the resident population?	yes
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: The number and placement of supervisory staff?	yes
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Institution programs occurring on a particular shift?	yes
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Any applicable State or local laws, regulations, or standards?	yes
	Does the agency ensure that each facility's staffing plan takes into consideration the 11 criteria below in calculating adequate staffing levels and determining the need for video monitoring: Any other relevant factors?	yes
115.313 (b)	**Supervision and monitoring**	
	Does the agency comply with the staffing plan except during limited and discrete exigent circumstances?	yes
	In circumstances where the staffing plan is not complied with, does the facility fully document all deviations from the plan? (N/A if no deviations from staffing plan.)	na
115.313 (c)	**Supervision and monitoring**	
	Does the facility maintain staff ratios of a minimum of 1:8 during resident waking hours, except during limited and discrete exigent circumstances? (N/A only until October 1, 2017.)	yes

	Does the facility maintain staff ratios of a minimum of 1:16 during resident sleeping hours, except during limited and discrete exigent circumstances? (N/A only until October 1, 2017.)	yes
	Does the facility fully document any limited and discrete exigent circumstances during which the facility did not maintain staff ratios? (N/A only until October 1, 2017.)	yes
	Does the facility ensure only security staff are included when calculating these ratios? (N/A only until October 1, 2017.)	yes
	Is the facility obligated by law, regulation, or judicial consent decree to maintain the staffing ratios set forth in this paragraph?	yes
115.313 (d)	**Supervision and monitoring**	
	In the past 12 months, has the facility, in consultation with the agency PREA Coordinator, assessed, determined, and documented whether adjustments are needed to: The staffing plan established pursuant to paragraph (a) of this section?	yes
	In the past 12 months, has the facility, in consultation with the agency PREA Coordinator, assessed, determined, and documented whether adjustments are needed to: Prevailing staffing patterns?	yes
	In the past 12 months, has the facility, in consultation with the agency PREA Coordinator, assessed, determined, and documented whether adjustments are needed to: The facility’s deployment of video monitoring systems and other monitoring technologies?	yes
	In the past 12 months, has the facility, in consultation with the agency PREA Coordinator, assessed, determined, and documented whether adjustments are needed to: The resources the facility has available to commit to ensure adherence to the staffing plan?	yes
115.313 (e)	**Supervision and monitoring**	
	Has the facility implemented a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment? (N/A for non-secure facilities)	yes
	Is this policy and practice implemented for night shifts as well as day shifts? (N/A for non-secure facilities)	yes
	Does the facility have a policy prohibiting staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational	yes

	functions of the facility? (N/A for non-secure facilities)	
115.315 (a)	**Limits to cross-gender viewing and searches**	
	Does the facility always refrain from conducting any cross-gender strip or cross-gender visual body cavity searches, except in exigent circumstances or by medical practitioners?	yes
115.315 (b)	**Limits to cross-gender viewing and searches**	
	Does the facility always refrain from conducting cross-gender pat-down searches in non-exigent circumstances?	yes
115.315 (c)	**Limits to cross-gender viewing and searches**	
	Does the facility document and justify all cross-gender strip searches and cross-gender visual body cavity searches?	yes
	Does the facility document all cross-gender pat-down searches?	yes
115.315 (d)	**Limits to cross-gender viewing and searches**	
	Does the facility implement policies and procedures that enable residents to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks?	yes
	Does the facility require staff of the opposite gender to announce their presence when entering a resident housing unit?	yes
	In facilities (such as group homes) that do not contain discrete housing units, does the facility require staff of the opposite gender to announce their presence when entering an area where residents are likely to be showering, performing bodily functions, or changing clothing? (N/A for facilities with discrete housing units)	yes
115.315 (e)	**Limits to cross-gender viewing and searches**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na

115.315 (f)	**Limits to cross-gender viewing and searches**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na
115.316 (a)	**Residents with disabilities and residents who are limited English proficient**	
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Residents who are deaf or hard of hearing?	yes
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Residents who are blind or have low vision?	yes
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Residents who have intellectual disabilities?	yes
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Residents who have psychiatric disabilities?	yes
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Residents who have speech disabilities?	yes
	Does the agency take appropriate steps to ensure that residents with disabilities have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment, including: Other? (if "other," please explain in overall determination notes.)	yes
	Do such steps include, when necessary, ensuring effective	yes

	communication with residents who are deaf or hard of hearing?	
	Do such steps include, when necessary, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary?	yes
	Does the agency ensure that written materials are provided in formats or through methods that ensure effective communication with residents with disabilities including residents who: Have intellectual disabilities?	yes
	Does the agency ensure that written materials are provided in formats or through methods that ensure effective communication with residents with disabilities including residents who: Have limited reading skills?	yes
	Does the agency ensure that written materials are provided in formats or through methods that ensure effective communication with residents with disabilities including residents who: Who are blind or have low vision?	yes
115.316 (b)	**Residents with disabilities and residents who are limited English proficient**	
	Does the agency take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to residents who are limited English proficient?	yes
	Do these steps include providing interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary?	yes
115.316 (c)	**Residents with disabilities and residents who are limited English proficient**	
	Does the agency always refrain from relying on resident interpreters, resident readers, or other types of resident assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties under §115.364, or the investigation of the resident's allegations?	yes
115.317 (a)	**Hiring and promotion decisions**	
	Does the agency prohibit the hiring or promotion of anyone who may have contact with residents who: Has engaged in sexual	yes

	abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?	
	Does the agency prohibit the hiring or promotion of anyone who may have contact with residents who: Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?	yes
	Does the agency prohibit the hiring or promotion of anyone who may have contact with residents who: Has been civilly or administratively adjudicated to have engaged in the activity described in the bullet immediately above?	yes
	Does the agency prohibit the enlistment of services of any contractor who may have contact with residents who: Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?	yes
	Does the agency prohibit the enlistment of services of any contractor who may have contact with residents who: Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?	yes
	Does the agency prohibit the enlistment of services of any contractor who may have contact with residents who: Has been civilly or administratively adjudicated to have engaged in the activity described in the two bullets immediately above?	yes
115.317 (b)	**Hiring and promotion decisions**	
	Does the agency consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents?	yes
115.317 (c)	**Hiring and promotion decisions**	
	Before hiring new employees who may have contact with residents, does the agency: Perform a criminal background records check?	yes
	Before hiring new employees who may have contact with residents, does the agency: Consult any child abuse registry	yes

	maintained by the State or locality in which the employee would work?	
	Before hiring new employees who may have contact with residents, does the agency: Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse?	yes
115.317 (d)	**Hiring and promotion decisions**	
	Does the agency perform a criminal background records check before enlisting the services of any contractor who may have contact with residents?	yes
	Does the agency consult applicable child abuse registries before enlisting the services of any contractor who may have contact with residents?	yes
115.317 (e)	**Hiring and promotion decisions**	
	Does the agency either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees?	yes
115.317 (f)	**Hiring and promotion decisions**	
	Does the agency ask all applicants and employees who may have contact with residents directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions?	yes
	Does the agency ask all applicants and employees who may have contact with residents directly about previous misconduct described in paragraph (a) of this section in any interviews or written self-evaluations conducted as part of reviews of current employees?	yes
	Does the agency impose upon employees a continuing affirmative duty to disclose any such misconduct?	yes
115.317 (g)	**Hiring and promotion decisions**	

	Does the agency consider material omissions regarding such misconduct, or the provision of materially false information, grounds for termination?	yes
115.317 (h)	**Hiring and promotion decisions**	
	Unless prohibited by law, does the agency provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work? (N/A if providing information on substantiated allegations of sexual abuse or sexual harassment involving a former employee is prohibited by law.)	yes
115.318 (a)	**Upgrades to facilities and technologies**	
	If the agency designed or acquired any new facility or planned any substantial expansion or modification of existing facilities, did the agency consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect residents from sexual abuse? (N/A if agency/facility has not acquired a new facility or made a substantial expansion to existing facilities since August 20, 2012, or since the last PREA audit, whichever is later.)	yes
115.318 (b)	**Upgrades to facilities and technologies**	
	If the agency installed or updated a video monitoring system, electronic surveillance system, or other monitoring technology, did the agency consider how such technology may enhance the agency's ability to protect residents from sexual abuse? (N/A if agency/facility has not installed or updated a video monitoring system, electronic surveillance system, or other monitoring technology since August 20, 2012, or since the last PREA audit, whichever is later.)	yes
115.321 (a)	**Evidence protocol and forensic medical examinations**	
	If the agency is responsible for investigating allegations of sexual abuse, does the agency follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions? (N/A if the agency/facility is not responsible for conducting any form of criminal OR administrative sexual abuse investigations.)	yes
115.321	**Evidence protocol and forensic medical examinations**	

(b)		
	Is this protocol developmentally appropriate for youth? (N/A if the agency/facility is not responsible for conducting any form of criminal OR administrative sexual abuse investigations.)	yes
	Is this protocol, as appropriate, adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/ Adolescents," or similarly comprehensive and authoritative protocols developed after 2011? (N/A if the agency/facility is not responsible for conducting any form of criminal OR administrative sexual abuse investigations.)	yes
115.321 (c)	**Evidence protocol and forensic medical examinations**	
	Does the agency offer all residents who experience sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate?	yes
	Are such examinations performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible?	yes
	If SAFEs or SANEs cannot be made available, is the examination performed by other qualified medical practitioners (they must have been specifically trained to conduct sexual assault forensic exams)?	yes
	Has the agency documented its efforts to provide SAFEs or SANEs?	yes
115.321 (d)	**Evidence protocol and forensic medical examinations**	
	Does the agency attempt to make available to the victim a victim advocate from a rape crisis center?	yes
	If a rape crisis center is not available to provide victim advocate services, does the agency make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member?	yes
	Has the agency documented its efforts to secure services from rape crisis centers?	yes
115.321	**Evidence protocol and forensic medical examinations**	

(e)		
	As requested by the victim, does the victim advocate, qualified agency staff member, or qualified community-based organization staff member accompany and support the victim through the forensic medical examination process and investigatory interviews?	yes
	As requested by the victim, does this person provide emotional support, crisis intervention, information, and referrals?	yes
115.321 (f)	**Evidence protocol and forensic medical examinations**	
	If the agency itself is not responsible for investigating allegations of sexual abuse, has the agency requested that the investigating entity follow the requirements of paragraphs (a) through (e) of this section? (N/A if the agency is responsible for investigating allegations of sexual abuse.)	na
115.321 (h)	**Evidence protocol and forensic medical examinations**	
	If the agency uses a qualified agency staff member or a qualified community-based staff member for the purposes of this section, has the individual been screened for appropriateness to serve in this role and received education concerning sexual assault and forensic examination issues in general? (Check N/A if agency attempts to make a victim advocate from a rape crisis center available to victims per 115.321(d) above.)	na
115.322 (a)	**Policies to ensure referrals of allegations for investigations**	
	Does the agency ensure an administrative or criminal investigation is completed for all allegations of sexual abuse?	yes
	Does the agency ensure an administrative or criminal investigation is completed for all allegations of sexual harassment?	yes
115.322 (b)	**Policies to ensure referrals of allegations for investigations**	
	Does the agency have a policy in place to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior?	yes

	Has the agency published such policy on its website or, if it does not have one, made the policy available through other means?	yes
	Does the agency document all such referrals?	yes
115.322 (c)	**Policies to ensure referrals of allegations for investigations**	
	If a separate entity is responsible for conducting criminal investigations, does such publication describe the responsibilities of both the agency and the investigating entity? (N/A if the agency/facility is responsible for criminal investigations. See 115.321(a))	yes
115.331 (a)	**Employee training**	
	Does the agency train all employees who may have contact with residents on: Its zero-tolerance policy for sexual abuse and sexual harassment?	yes
	Does the agency train all employees who may have contact with residents on: How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures?	yes
	Does the agency train all employees who may have contact with residents on: Residents' right to be free from sexual abuse and sexual harassment	yes
	Does the agency train all employees who may have contact with residents on: The right of residents and employees to be free from retaliation for reporting sexual abuse and sexual harassment?	yes
	Does the agency train all employees who may have contact with residents on: The dynamics of sexual abuse and sexual harassment in juvenile facilities?	yes
	Does the agency train all employees who may have contact with residents on: The common reactions of juvenile victims of sexual abuse and sexual harassment?	yes
	Does the agency train all employees who may have contact with residents on: How to detect and respond to signs of threatened and actual sexual abuse and how to distinguish between consensual sexual contact and sexual abuse between residents?	yes
	Does the agency train all employees who may have contact with residents on: How to avoid inappropriate relationships with residents?	yes

	The subsection of this provision is no longer applicable to your compliance finding, please select N/A.	na
	Does the agency train all employees who may have contact with residents on: How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities?	yes
	Does the agency train all employees who may have contact with residents on: Relevant laws regarding the applicable age of consent?	yes
115.331 (b)	**Employee training**	
	Is such training tailored to the unique needs and attributes of residents of juvenile facilities?	yes
	Is such training tailored to the gender of the residents at the employee's facility?	yes
	Have employees received additional training if reassigned from a facility that houses only male residents to a facility that houses only female residents, or vice versa?	yes
115.331 (c)	**Employee training**	
	Have all current employees who may have contact with residents received such training?	yes
	Does the agency provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures?	yes
	In years in which an employee does not receive refresher training, does the agency provide refresher information on current sexual abuse and sexual harassment policies?	yes
115.331 (d)	**Employee training**	
	Does the agency document, through employee signature or electronic verification, that employees understand the training they have received?	yes
115.332 (a)	**Volunteer and contractor training**	
	Has the agency ensured that all volunteers and contractors who	yes

	have contact with residents have been trained on their responsibilities under the agency’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures?	
115.332 (b)	**Volunteer and contractor training**	
	Have all volunteers and contractors who have contact with residents been notified of the agency’s zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents (the level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents)?	yes
115.332 (c)	**Volunteer and contractor training**	
	Does the agency maintain documentation confirming that volunteers and contractors understand the training they have received?	yes
115.333 (a)	**Resident education**	
	During intake, do residents receive information explaining the agency’s zero-tolerance policy regarding sexual abuse and sexual harassment?	yes
	During intake, do residents receive information explaining how to report incidents or suspicions of sexual abuse or sexual harassment?	yes
	Is this information presented in an age-appropriate fashion?	yes
115.333 (b)	**Resident education**	
	Within 10 days of intake, does the agency provide age-appropriate comprehensive education to residents either in person or through video regarding: Their rights to be free from sexual abuse and sexual harassment?	yes
	Within 10 days of intake, does the agency provide age-appropriate comprehensive education to residents either in person or through video regarding: Their rights to be free from retaliation for reporting such incidents?	yes
	Within 10 days of intake, does the agency provide age-appropriate comprehensive education to residents either in person or through	yes

	video regarding: Agency policies and procedures for responding to such incidents?	
115.333 (c)	**Resident education**	
	Have all residents received such education?	yes
	Do residents receive education upon transfer to a different facility to the extent that the policies and procedures of the resident's new facility differ from those of the previous facility?	yes
115.333 (d)	**Resident education**	
	Does the agency provide resident education in formats accessible to all residents including those who: Are limited English proficient?	yes
	Does the agency provide resident education in formats accessible to all residents including those who: Are deaf?	yes
	Does the agency provide resident education in formats accessible to all residents including those who: Are visually impaired?	yes
	Does the agency provide resident education in formats accessible to all residents including those who: Are otherwise disabled?	yes
	Does the agency provide resident education in formats accessible to all residents including those who: Have limited reading skills?	yes
115.333 (e)	**Resident education**	
	Does the agency maintain documentation of resident participation in these education sessions?	yes
115.333 (f)	**Resident education**	
	In addition to providing such education, does the agency ensure that key information is continuously and readily available or visible to residents through posters, resident handbooks, or other written formats?	yes
115.334 (a)	**Specialized training: Investigations**	
	In addition to the general training provided to all employees pursuant to §115.331, does the agency ensure that, to the extent the agency itself conducts sexual abuse investigations, its	yes

	investigators have received training in conducting such investigations in confinement settings? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	
115.334 (b)	**Specialized training: Investigations**	
	Does this specialized training include: Techniques for interviewing juvenile sexual abuse victims? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
	Does this specialized training include: Proper use of Miranda and Garrity warnings? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
	Does this specialized training include: Sexual abuse evidence collection in confinement settings? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
	Does this specialized training include: The criteria and evidence required to substantiate a case for administrative action or prosecution referral? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
115.334 (c)	**Specialized training: Investigations**	
	Does the agency maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations? (N/A if the agency does not conduct any form of administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
115.335 (a)	**Specialized training: Medical and mental health care**	
	Does the agency ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: How to detect and assess signs of sexual abuse and sexual harassment? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	yes
	Does the agency ensure that all full- and part-time medical and	yes

	mental health care practitioners who work regularly in its facilities have been trained in: How to preserve physical evidence of sexual abuse? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	
	Does the agency ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: How to respond effectively and professionally to juvenile victims of sexual abuse and sexual harassment? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	yes
	Does the agency ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: How and to whom to report allegations or suspicions of sexual abuse and sexual harassment? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	yes
115.335 (b)	**Specialized training: Medical and mental health care**	
	If medical staff employed by the agency conduct forensic examinations, do such medical staff receive appropriate training to conduct such examinations? (N/A if agency medical staff at the facility do not conduct forensic exams or the agency does not employ medical staff.)	yes
115.335 (c)	**Specialized training: Medical and mental health care**	
	Does the agency maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	yes
115.335 (d)	**Specialized training: Medical and mental health care**	
	Do medical and mental health care practitioners employed by the agency also receive training mandated for employees by §115.331? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners who work regularly in its facilities.)	yes
	Do medical and mental health care practitioners contracted by	yes

	and volunteering for the agency also receive training mandated for contractors and volunteers by §115.332? (N/A if the agency does not have any full- or part-time medical or mental health care practitioners contracted by or volunteering for the agency.)	
115.341 (a)	**Obtaining information from residents**	
	Within 72 hours of the resident's arrival at the facility, does the agency obtain and use information about each resident's personal history and behavior to reduce risk of sexual abuse by or upon a resident?	yes
	Does the agency also obtain this information periodically throughout a resident's confinement?	yes
115.341 (b)	**Obtaining information from residents**	
	Are all PREA screening assessments conducted using an objective screening instrument?	yes
115.341 (c)	**Obtaining information from residents**	
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Prior sexual victimization or abusiveness?	yes
	The subsection of this provision is no longer applicable to your compliance finding, please select N/A.	na
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Current charges and offense history?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Age?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Level of emotional and cognitive development?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Physical size and stature?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Mental illness or mental disabilities?	yes

	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Intellectual or developmental disabilities?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Physical disabilities?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: The resident’s own perception of vulnerability?	yes
	During these PREA screening assessments, at a minimum, does the agency attempt to ascertain information about: Any other specific information about individual residents that may indicate heightened needs for supervision, additional safety precautions, or separation from certain other residents?	yes
115.341 (d)	**Obtaining information from residents**	
	Is this information ascertained: Through conversations with the resident during the intake process and medical mental health screenings?	yes
	Is this information ascertained: During classification assessments?	yes
	Is this information ascertained: By reviewing court records, case files, facility behavioral records, and other relevant documentation from the resident’s files?	yes
115.341 (e)	**Obtaining information from residents**	
	Has the agency implemented appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the resident’s detriment by staff or other residents?	yes
115.342 (a)	**Placement of residents**	
	Does the agency use all of the information obtained pursuant to § 115.341 and subsequently, with the goal of keeping all residents safe and free from sexual abuse, to make: Housing Assignments?	yes
	Does the agency use all of the information obtained pursuant to § 115.341 and subsequently, with the goal of keeping all residents safe and free from sexual abuse, to make: Bed assignments?	yes

	Does the agency use all of the information obtained pursuant to § 115.341 and subsequently, with the goal of keeping all residents safe and free from sexual abuse, to make: Work Assignments?	yes
	Does the agency use all of the information obtained pursuant to § 115.341 and subsequently, with the goal of keeping all residents safe and free from sexual abuse, to make: Education Assignments?	yes
	Does the agency use all of the information obtained pursuant to § 115.341 and subsequently, with the goal of keeping all residents safe and free from sexual abuse, to make: Program Assignments?	yes
115.342 (b)	**Placement of residents**	
	Are residents isolated from others only as a last resort when less restrictive measures are inadequate to keep them and other residents safe, and then only until an alternative means of keeping all residents safe can be arranged?	yes
	During any period of isolation, does the agency always refrain from denying residents daily large-muscle exercise?	yes
	During any period of isolation, does the agency always refrain from denying residents any legally required educational programming or special education services?	yes
	Do residents in isolation receive daily visits from a medical or mental health care clinician?	yes
	Do residents also have access to other programs and work opportunities to the extent possible?	yes
115.342 (c)	**Placement of residents**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na

115.342 (d)	**Placement of residents**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
	This provision is no longer applicable to your compliance finding, please select N/A.	na
115.342 (e)	**Placement of residents**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
115.342 (f)	**Placement of residents**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
115.342 (g)	**Placement of residents**	
	This provision is no longer applicable to your compliance finding, please select N/A.	na
115.342 (h)	**Placement of residents**	
	If a resident is isolated pursuant to paragraph (b) of this section, does the facility clearly document: The basis for the facility's concern for the resident's safety? (N/A for h and i if facility doesn't use isolation?)	na
	If a resident is isolated pursuant to paragraph (b) of this section, does the facility clearly document: The reason why no alternative means of separation can be arranged? (N/A for h and i if facility doesn't use isolation?)	na
115.342 (i)	**Placement of residents**	
	In the case of each resident who is isolated as a last resort when less restrictive measures are inadequate to keep them and other residents safe, does the facility afford a review to determine whether there is a continuing need for separation from the general population EVERY 30 DAYS?	yes
115.351	**Resident reporting**	

(a)		
	Does the agency provide multiple internal ways for residents to privately report: Sexual abuse and sexual harassment?	yes
	Does the agency provide multiple internal ways for residents to privately report: 2. Retaliation by other residents or staff for reporting sexual abuse and sexual harassment?	yes
	Does the agency provide multiple internal ways for residents to privately report: Staff neglect or violation of responsibilities that may have contributed to such incidents?	yes
115.351 (b)	**Resident reporting**	
	Does the agency also provide at least one way for residents to report sexual abuse or sexual harassment to a public or private entity or office that is not part of the agency?	yes
	Is that private entity or office able to receive and immediately forward resident reports of sexual abuse and sexual harassment to agency officials?	yes
	Does that private entity or office allow the resident to remain anonymous upon request?	yes
	Are residents detained solely for civil immigration purposes provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security to report sexual abuse or harassment?	yes
115.351 (c)	**Resident reporting**	
	Do staff members accept reports of sexual abuse and sexual harassment made verbally, in writing, anonymously, and from third parties?	yes
	Do staff members promptly document any verbal reports of sexual abuse and sexual harassment?	yes
115.351 (d)	**Resident reporting**	
	Does the facility provide residents with access to tools necessary to make a written report?	yes
115.351 (e)	**Resident reporting**	

	Does the agency provide a method for staff to privately report sexual abuse and sexual harassment of residents?	yes
115.352 (a)	**Exhaustion of administrative remedies**	
	Is the agency exempt from this standard? NOTE: The agency is exempt ONLY if it does not have administrative procedures to address resident grievances regarding sexual abuse. This does not mean the agency is exempt simply because a resident does not have to or is not ordinarily expected to submit a grievance to report sexual abuse. This means that as a matter of explicit policy, the agency does not have an administrative remedies process to address sexual abuse.	no
115.352 (b)	**Exhaustion of administrative remedies**	
	Does the agency permit residents to submit a grievance regarding an allegation of sexual abuse without any type of time limits? (The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse.) (N/A if agency is exempt from this standard.)	yes
	Does the agency always refrain from requiring an resident to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse? (N/A if agency is exempt from this standard.)	yes
115.352 (c)	**Exhaustion of administrative remedies**	
	Does the agency ensure that: A resident who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint? (N/A if agency is exempt from this standard.)	yes
	Does the agency ensure that: Such grievance is not referred to a staff member who is the subject of the complaint? (N/A if agency is exempt from this standard.)	yes
115.352 (d)	**Exhaustion of administrative remedies**	
	Does the agency issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance? (Computation of the 90-day time period does not include time consumed by residents in preparing any administrative appeal.) (N/A if agency is exempt from this	yes

	standard.)	
	If the agency determines that the 90 day timeframe is insufficient to make an appropriate decision and claims an extension of time (the maximum allowable extension of time to respond is 70 days per 115.352(d)(3)) , does the agency notify the resident in writing of any such extension and provide a date by which a decision will be made? (N/A if agency is exempt from this standard.)	yes
	At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, may a resident consider the absence of a response to be a denial at that level? (N/A if agency is exempt from this standard.)	yes
115.352 (e)	**Exhaustion of administrative remedies**	
	Are third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse? (N/A if agency is exempt from this standard.)	yes
	Are those third parties also permitted to file such requests on behalf of residents? (If a third party, other than a parent or legal guardian, files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.) (N/A if agency is exempt from this standard.)	yes
	If the resident declines to have the request processed on his or her behalf, does the agency document the resident’s decision? (N/A if agency is exempt from this standard.)	yes
	Is a parent or legal guardian of a juvenile allowed to file a grievance regarding allegations of sexual abuse, including appeals, on behalf of such juvenile? (N/A if agency is exempt from this standard.)	yes
	If a parent or legal guardian of a juvenile files a grievance (or an appeal) on behalf of a juvenile regarding allegations of sexual abuse, is it the case that those grievances are not conditioned upon the juvenile agreeing to have the request filed on his or her behalf? (N/A if agency is exempt from this standard.)	yes
115.352	**Exhaustion of administrative remedies**	

(f)		
	Has the agency established procedures for the filing of an emergency grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse? (N/A if agency is exempt from this standard.)	yes
	After receiving an emergency grievance alleging a resident is subject to a substantial risk of imminent sexual abuse, does the agency immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken? (N/A if agency is exempt from this standard.)	yes
	After receiving an emergency grievance described above, does the agency provide an initial response within 48 hours? (N/A if agency is exempt from this standard.)	yes
	After receiving an emergency grievance described above, does the agency issue a final agency decision within 5 calendar days? (N/A if agency is exempt from this standard.)	yes
	Does the initial response and final agency decision document the agency's determination whether the resident is in substantial risk of imminent sexual abuse? (N/A if agency is exempt from this standard.)	yes
	Does the initial response document the agency's action(s) taken in response to the emergency grievance? (N/A if agency is exempt from this standard.)	yes
	Does the agency's final decision document the agency's action(s) taken in response to the emergency grievance? (N/A if agency is exempt from this standard.)	yes
115.352 (g)	**Exhaustion of administrative remedies**	
	If the agency disciplines a resident for filing a grievance related to alleged sexual abuse, does it do so ONLY where the agency demonstrates that the resident filed the grievance in bad faith? (N/A if agency is exempt from this standard.)	yes
115.353 (a)	**Resident access to outside confidential support services and legal representation**	
	Does the facility provide residents with access to outside victim advocates for emotional support services related to sexual abuse by providing, posting, or otherwise making accessible mailing addresses and telephone numbers, including toll-free hotline	yes

	numbers where available, of local, State, or national victim advocacy or rape crisis organizations?	
	Does the facility provide persons detained solely for civil immigration purposes mailing addresses and telephone numbers, including toll-free hotline numbers where available of local, State, or national immigrant services agencies?	yes
	Does the facility enable reasonable communication between residents and these organizations and agencies, in as confidential a manner as possible?	yes
115.353 (b)	**Resident access to outside confidential support services and legal representation**	
	Does the facility inform residents, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws?	yes
115.353 (c)	**Resident access to outside confidential support services and legal representation**	
	Does the agency maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide residents with confidential emotional support services related to sexual abuse?	yes
	Does the agency maintain copies of agreements or documentation showing attempts to enter into such agreements?	yes
115.353 (d)	**Resident access to outside confidential support services and legal representation**	
	Does the facility provide residents with reasonable and confidential access to their attorneys or other legal representation?	yes
	Does the facility provide residents with reasonable access to parents or legal guardians?	yes
115.354 (a)	**Third-party reporting**	
	Has the agency established a method to receive third-party reports of sexual abuse and sexual harassment?	yes
	Has the agency distributed publicly information on how to report sexual abuse and sexual harassment on behalf of a resident?	yes

115.361 (a)	Staff and agency reporting duties	
	Does the agency require all staff to report immediately and according to agency policy any knowledge, suspicion, or information they receive regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency?	yes
	Does the agency require all staff to report immediately and according to agency policy any knowledge, suspicion, or information they receive regarding retaliation against residents or staff who reported an incident of sexual abuse or sexual harassment?	yes
	Does the agency require all staff to report immediately and according to agency policy any knowledge, suspicion, or information they receive regarding any staff neglect or violation of responsibilities that may have contributed to an incident of sexual abuse or sexual harassment or retaliation?	yes
115.361 (b)	**Staff and agency reporting duties**	
	Does the agency require all staff to comply with any applicable mandatory child abuse reporting laws?	yes
115.361 (c)	**Staff and agency reporting duties**	
	Apart from reporting to designated supervisors or officials and designated State or local services agencies, are staff prohibited from revealing any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions?	yes
115.361 (d)	**Staff and agency reporting duties**	
	Are medical and mental health practitioners required to report sexual abuse to designated supervisors and officials pursuant to paragraph (a) of this section as well as to the designated State or local services agency where required by mandatory reporting laws?	yes
	Are medical and mental health practitioners required to inform residents of their duty to report, and the limitations of confidentiality, at the initiation of services?	yes

115.361 (e)	**Staff and agency reporting duties**	
	Upon receiving any allegation of sexual abuse, does the facility head or his or her designee promptly report the allegation to the appropriate office?	yes
	Upon receiving any allegation of sexual abuse, does the facility head or his or her designee promptly report the allegation to the alleged victim’s parents or legal guardians unless the facility has official documentation showing the parents or legal guardians should not be notified?	yes
	If the alleged victim is under the guardianship of the child welfare system, does the facility head or his or her designee promptly report the allegation to the alleged victim’s caseworker instead of the parents or legal guardians? (N/A if the alleged victim is not under the guardianship of the child welfare system.)	yes
	If a juvenile court retains jurisdiction over the alleged victim, does the facility head or designee also report the allegation to the juvenile’s attorney or other legal representative of record within 14 days of receiving the allegation?	yes
115.361 (f)	**Staff and agency reporting duties**	
	Does the facility report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility’s designated investigators?	yes
115.362 (a)	**Agency protection duties**	
	When the agency learns that a resident is subject to a substantial risk of imminent sexual abuse, does it take immediate action to protect the resident?	yes
115.363 (a)	**Reporting to other confinement facilities**	
	Upon receiving an allegation that a resident was sexually abused while confined at another facility, does the head of the facility that received the allegation notify the head of the facility or appropriate office of the agency where the alleged abuse occurred?	yes
	Does the head of the facility that received the allegation also notify the appropriate investigative agency?	yes

115.363 (b)	**Reporting to other confinement facilities**	
	Is such notification provided as soon as possible, but no later than 72 hours after receiving the allegation?	yes
115.363 (c)	**Reporting to other confinement facilities**	
	Does the agency document that it has provided such notification?	yes
115.363 (d)	**Reporting to other confinement facilities**	
	Does the facility head or agency office that receives such notification ensure that the allegation is investigated in accordance with these standards?	yes
115.364 (a)	**Staff first responder duties**	
	Upon learning of an allegation that a resident was sexually abused, is the first security staff member to respond to the report required to: Separate the alleged victim and abuser?	yes
	Upon learning of an allegation that a resident was sexually abused, is the first security staff member to respond to the report required to: Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence?	yes
	Upon learning of an allegation that a resident was sexually abused, is the first security staff member to respond to the report required to: Request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating, if the abuse occurred within a time period that still allows for the collection of physical evidence?	yes
	Upon learning of an allegation that a resident was sexually abused, is the first security staff member to respond to the report required to: Ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating, if the abuse occurred within a time period that still allows for the collection of physical evidence?	yes
115.364 (b)	**Staff first responder duties**	

	If the first staff responder is not a security staff member, is the responder required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff?	yes
115.365 (a)	**Coordinated response**	
	Has the facility developed a written institutional plan to coordinate actions among staff first responders, medical and mental health practitioners, investigators, and facility leadership taken in response to an incident of sexual abuse?	yes
115.366 (a)	**Preservation of ability to protect residents from contact with abusers**	
	Are both the agency and any other governmental entities responsible for collective bargaining on the agency's behalf prohibited from entering into or renewing any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted?	yes
115.367 (a)	**Agency protection against retaliation**	
	Has the agency established a policy to protect all residents and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other residents or staff?	yes
	Has the agency designated which staff members or departments are charged with monitoring retaliation?	yes
115.367 (b)	**Agency protection against retaliation**	
	Does the agency employ multiple protection measures for residents or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations, such as housing changes or transfers for resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services?	yes
115.367 (c)	**Agency protection against retaliation**	

	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor the conduct and treatment of residents or staff who reported the sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor the conduct and treatment of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Act promptly to remedy any such retaliation?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor: Any resident disciplinary reports?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor: Resident housing changes?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor: Resident program changes?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor: Negative performance reviews of staff?	yes
	Except in instances where the agency determines that a report of sexual abuse is unfounded, for at least 90 days following a report of sexual abuse, does the agency: Monitor: Reassignments of staff?	yes
	Does the agency continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need?	yes
115.367 (d)	**Agency protection against retaliation**	

	In the case of residents, does such monitoring also include periodic status checks?	yes
115.367 (e)	**Agency protection against retaliation**	
	If any other individual who cooperates with an investigation expresses a fear of retaliation, does the agency take appropriate measures to protect that individual against retaliation?	yes
115.368 (a)	**Post-allegation protective custody**	
	Is any and all use of segregated housing to protect a resident who is alleged to have suffered sexual abuse subject to the requirements of § 115.342?	yes
115.371 (a)	**Criminal and administrative agency investigations**	
	When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, does it do so promptly, thoroughly, and objectively? (N/A if the agency does not conduct any form of administrative or criminal investigations of sexual abuse or harassment. See 115.321(a).)	yes
	Does the agency conduct such investigations for all allegations, including third party and anonymous reports? (N/A if the agency does not conduct any form of administrative or criminal investigations of sexual abuse or harassment. See 115.321(a).)	yes
115.371 (b)	**Criminal and administrative agency investigations**	
	Where sexual abuse is alleged, does the agency use investigators who have received specialized training in sexual abuse investigations involving juvenile victims as required by 115.334?	yes
115.371 (c)	**Criminal and administrative agency investigations**	
	Do investigators gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data?	yes
	Do investigators interview alleged victims, suspected perpetrators, and witnesses?	yes
	Do investigators review prior reports and complaints of sexual abuse involving the suspected perpetrator?	yes

115.371 (d)	**Criminal and administrative agency investigations**	
	Does the agency always refrain from terminating an investigation solely because the source of the allegation recants the allegation?	yes
115.371 (e)	**Criminal and administrative agency investigations**	
	When the quality of evidence appears to support criminal prosecution, does the agency conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution?	yes
115.371 (f)	**Criminal and administrative agency investigations**	
	Do agency investigators assess the credibility of an alleged victim, suspect, or witness on an individual basis and not on the basis of that individual’s status as resident or staff?	yes
	Does the agency investigate allegations of sexual abuse without requiring a resident who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding?	yes
115.371 (g)	**Criminal and administrative agency investigations**	
	Do administrative investigations include an effort to determine whether staff actions or failures to act contributed to the abuse?	yes
	Are administrative investigations documented in written reports that include a description of the physical evidence and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings?	yes
115.371 (h)	**Criminal and administrative agency investigations**	
	Are criminal investigations documented in a written report that contains a thorough description of the physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible?	yes
115.371 (i)	**Criminal and administrative agency investigations**	
	Are all substantiated allegations of conduct that appears to be	yes

	criminal referred for prosecution?	
115.371 (j)	**Criminal and administrative agency investigations**	
	Does the agency retain all written reports referenced in 115.371(g) and (h) for as long as the alleged abuser is incarcerated or employed by the agency, plus five years unless the abuse was committed by a juvenile resident and applicable law requires a shorter period of retention?	yes
115.371 (k)	**Criminal and administrative agency investigations**	
	Does the agency ensure that the departure of an alleged abuser or victim from the employment or control of the facility or agency does not provide a basis for terminating an investigation?	yes
115.371 (m)	**Criminal and administrative agency investigations**	
	When an outside entity investigates sexual abuse, does the facility cooperate with outside investigators and endeavor to remain informed about the progress of the investigation? (N/A if an outside agency does not conduct administrative or criminal sexual abuse investigations. See 115.321(a).)	yes
115.372 (a)	**Evidentiary standard for administrative investigations**	
	Is it true that the agency does not impose a standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated?	yes
115.373 (a)	**Reporting to residents**	
	Following an investigation into a resident’s allegation of sexual abuse suffered in the facility, does the agency inform the resident as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded?	yes
115.373 (b)	**Reporting to residents**	
	If the agency did not conduct the investigation into a resident’s allegation of sexual abuse in an agency facility, does the agency request the relevant information from the investigative agency in order to inform the resident? (N/A if the agency/facility is	yes

	responsible for conducting administrative and criminal investigations.)	
115.373 (c)	**Reporting to residents**	
	Following a resident’s allegation that a staff member has committed sexual abuse against the resident, unless the agency has determined that the allegation is unfounded or unless the resident has been released from custody, does the agency subsequently inform the resident whenever: The staff member is no longer posted within the resident’s unit?	yes
	Following a resident’s allegation that a staff member has committed sexual abuse against the resident, unless the agency has determined that the allegation is unfounded or unless the resident has been released from custody, does the agency subsequently inform the resident whenever: The staff member is no longer employed at the facility?	yes
	Following a resident’s allegation that a staff member has committed sexual abuse against the resident, unless the agency has determined that the allegation is unfounded or unless the resident has been released from custody, does the agency subsequently inform the resident whenever: The agency learns that the staff member has been indicted on a charge related to sexual abuse in the facility?	yes
	Following a resident’s allegation that a staff member has committed sexual abuse against the resident, unless the agency has determined that the allegation is unfounded or unless the resident has been released from custody, does the agency subsequently inform the resident whenever: The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility?	yes
115.373 (d)	**Reporting to residents**	
	Following a resident’s allegation that he or she has been sexually abused by another resident, does the agency subsequently inform the alleged victim whenever: The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility?	yes
	Following a resident’s allegation that he or she has been sexually abused by another resident, does the agency subsequently inform the alleged victim whenever: The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse	yes

	within the facility?	
115.373 (e)	**Reporting to residents**	
	Does the agency document all such notifications or attempted notifications?	yes
115.376 (a)	**Disciplinary sanctions for staff**	
	Are staff subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies?	yes
115.376 (b)	**Disciplinary sanctions for staff**	
	Is termination the presumptive disciplinary sanction for staff who have engaged in sexual abuse?	yes
115.376 (c)	**Disciplinary sanctions for staff**	
	Are disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) commensurate with the nature and circumstances of the acts committed, the staff member’s disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories?	yes
115.376 (d)	**Disciplinary sanctions for staff**	
	Are all terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, reported to: Law enforcement agencies, unless the activity was clearly not criminal?	yes
	Are all terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, reported to: Relevant licensing bodies?	yes
115.377 (a)	**Corrective action for contractors and volunteers**	
	Is any contractor or volunteer who engages in sexual abuse prohibited from contact with residents?	yes

	Is any contractor or volunteer who engages in sexual abuse reported to: Law enforcement agencies (unless the activity was clearly not criminal)?	yes
	Is any contractor or volunteer who engages in sexual abuse reported to: Relevant licensing bodies?	yes
115.377 (b)	**Corrective action for contractors and volunteers**	
	In the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer, does the facility take appropriate remedial measures, and consider whether to prohibit further contact with residents?	yes
115.378 (a)	**Interventions and disciplinary sanctions for residents**	
	Following an administrative finding that a resident engaged in resident-on-resident sexual abuse, or following a criminal finding of guilt for resident-on-resident sexual abuse, may residents be subject to disciplinary sanctions only pursuant to a formal disciplinary process?	yes
115.378 (b)	**Interventions and disciplinary sanctions for residents**	
	Are disciplinary sanctions commensurate with the nature and circumstances of the abuse committed, the resident’s disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories?	yes
	In the event a disciplinary sanction results in the isolation of a resident, does the agency ensure the resident is not denied daily large-muscle exercise?	yes
	In the event a disciplinary sanction results in the isolation of a resident, does the agency ensure the resident is not denied access to any legally required educational programming or special education services?	yes
	In the event a disciplinary sanction results in the isolation of a resident, does the agency ensure the resident receives daily visits from a medical or mental health care clinician?	yes
	In the event a disciplinary sanction results in the isolation of a resident, does the resident also have access to other programs and work opportunities to the extent possible?	yes
115.378	**Interventions and disciplinary sanctions for residents**	

(c)		
	When determining what types of sanction, if any, should be imposed, does the disciplinary process consider whether a resident's mental disabilities or mental illness contributed to his or her behavior?	yes
115.378 (d)	**Interventions and disciplinary sanctions for residents**	
	If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, does the facility consider whether to offer the offending resident participation in such interventions?	yes
	If the agency requires participation in such interventions as a condition of access to any rewards-based behavior management system or other behavior-based incentives, does it always refrain from requiring such participation as a condition to accessing general programming or education?	yes
115.378 (e)	**Interventions and disciplinary sanctions for residents**	
	Does the agency discipline a resident for sexual contact with staff only upon a finding that the staff member did not consent to such contact?	yes
115.378 (f)	**Interventions and disciplinary sanctions for residents**	
	For the purpose of disciplinary action, does a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred NOT constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation?	yes
115.378 (g)	**Interventions and disciplinary sanctions for residents**	
	Does the agency always refrain from considering non-coercive sexual activity between residents to be sexual abuse? (N/A if the agency does not prohibit all sexual activity between residents.)	yes
115.381 (a)	**Medical and mental health screenings; history of sexual abuse**	
	If the screening pursuant to § 115.341 indicates that a resident has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, do staff ensure that	yes

	the resident is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening?	
115.381 (b)	**Medical and mental health screenings; history of sexual abuse**	
	If the screening pursuant to § 115.341 indicates that a resident has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, do staff ensure that the resident is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening?	yes
115.381 (c)	**Medical and mental health screenings; history of sexual abuse**	
	Is any information related to sexual victimization or abusiveness that occurred in an institutional setting strictly limited to medical and mental health practitioners and other staff as necessary to inform treatment plans and security management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law?	yes
115.381 (d)	**Medical and mental health screenings; history of sexual abuse**	
	Do medical and mental health practitioners obtain informed consent from residents before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the resident is under the age of 18?	yes
115.382 (a)	**Access to emergency medical and mental health services**	
	Do resident victims of sexual abuse receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment?	yes
115.382 (b)	**Access to emergency medical and mental health services**	
	If no qualified medical or mental health practitioners are on duty at the time a report of recent sexual abuse is made, do staff first responders take preliminary steps to protect the victim pursuant to § 115.362?	yes
	Do staff first responders immediately notify the appropriate	yes

	medical and mental health practitioners?	
115.382 (c)	**Access to emergency medical and mental health services**	
	Are resident victims of sexual abuse offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate?	yes
115.382 (d)	**Access to emergency medical and mental health services**	
	Are treatment services provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident?	yes
115.383 (a)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Does the facility offer medical and mental health evaluation and, as appropriate, treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility?	yes
115.383 (b)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Does the evaluation and treatment of such victims include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody?	yes
115.383 (c)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Does the facility provide such victims with medical and mental health services consistent with the community level of care?	yes
115.383 (d)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Are resident victims of sexually abusive vaginal penetration while incarcerated offered pregnancy tests? (N/A if all-male facility.)	yes
115.383 (e)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	If pregnancy results from the conduct described in paragraph §	yes

	115.383(d), do such victims receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services? (N/A if all-male facility.)	
115.383 (f)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Are resident victims of sexual abuse while incarcerated offered tests for sexually transmitted infections as medically appropriate?	yes
115.383 (g)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Are treatment services provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident?	yes
115.383 (h)	**Ongoing medical and mental health care for sexual abuse victims and abusers**	
	Does the facility attempt to conduct a mental health evaluation of all known resident-on-resident abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners?	yes
115.386 (a)	**Sexual abuse incident reviews**	
	Does the facility conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded?	yes
115.386 (b)	**Sexual abuse incident reviews**	
	Does such review ordinarily occur within 30 days of the conclusion of the investigation?	yes
115.386 (c)	**Sexual abuse incident reviews**	
	Does the review team include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners?	yes
115.386 (d)	**Sexual abuse incident reviews**	
	Does the review team: Consider whether the allegation or	yes

	investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse?	
	The subsection of this provision is no longer applicable to your compliance finding, please select N/A.	na
	Does the review team: Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse?	yes
	Does the review team: Assess the adequacy of staffing levels in that area during different shifts?	yes
	Does the review team: Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff?	yes
	Does the review team: Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to §§ 115.386(d)(1)-(d)(5), and any recommendations for improvement and submit such report to the facility head and PREA compliance manager?	yes
115.386 (e)	**Sexual abuse incident reviews**	
	Does the facility implement the recommendations for improvement, or document its reasons for not doing so?	yes
115.387 (a)	**Data collection**	
	Does the agency collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions?	yes
115.387 (b)	**Data collection**	
	Does the agency aggregate the incident-based sexual abuse data at least annually?	yes
115.387 (c)	**Data collection**	
	Does the incident-based data include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice?	yes

115.387 (d)	**Data collection**	
	Does the agency maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews?	yes
115.387 (e)	**Data collection**	
	Does the agency also obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its residents? (N/A if agency does not contract for the confinement of its residents.)	na
115.387 (f)	**Data collection**	
	Does the agency, upon request, provide all such data from the previous calendar year to the Department of Justice no later than June 30? (N/A if DOJ has not requested agency data.)	na
115.388 (a)	**Data review for corrective action**	
	Does the agency review data collected and aggregated pursuant to § 115.387 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: Identifying problem areas?	yes
	Does the agency review data collected and aggregated pursuant to § 115.387 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: Taking corrective action on an ongoing basis?	yes
	Does the agency review data collected and aggregated pursuant to § 115.387 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole?	yes
115.388 (b)	**Data review for corrective action**	
	Does the agency’s annual report include a comparison of the current year’s data and corrective actions with those from prior years and provide an assessment of the agency’s progress in	yes

	addressing sexual abuse?	
115.388 (c)	**Data review for corrective action**	
	Is the agency's annual report approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means?	yes
115.388 (d)	**Data review for corrective action**	
	Does the agency indicate the nature of the material redacted where it redacts specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility?	yes
115.389 (a)	**Data storage, publication, and destruction**	
	Does the agency ensure that data collected pursuant to § 115.387 are securely retained?	yes
115.389 (b)	**Data storage, publication, and destruction**	
	Does the agency make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means?	yes
115.389 (c)	**Data storage, publication, and destruction**	
	Does the agency remove all personal identifiers before making aggregated sexual abuse data publicly available?	yes
115.389 (d)	**Data storage, publication, and destruction**	
	Does the agency maintain sexual abuse data collected pursuant to § 115.387 for at least 10 years after the date of the initial collection, unless Federal, State, or local law requires otherwise?	yes
115.401 (a)	**Frequency and scope of audits**	
	During the prior three-year audit period, did the agency ensure that each facility operated by the agency, or by a private organization on behalf of the agency, was audited at least once?	yes

	(Note: The response here is purely informational. A "no" response does not impact overall compliance with this standard.)	
115.401 (b)	**Frequency and scope of audits**	
	Is this the first year of the current audit cycle? (Note: a “no” response does not impact overall compliance with this standard.)	yes
	If this is the second year of the current audit cycle, did the agency ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, was audited during the first year of the current audit cycle? (N/A if this is not the second year of the current audit cycle.)	na
	If this is the third year of the current audit cycle, did the agency ensure that at least two-thirds of each facility type operated by the agency, or by a private organization on behalf of the agency, were audited during the first two years of the current audit cycle? (N/A if this is not the third year of the current audit cycle.)	na
115.401 (h)	**Frequency and scope of audits**	
	Did the auditor have access to, and the ability to observe, all areas of the audited facility?	yes
115.401 (i)	**Frequency and scope of audits**	
	Was the auditor permitted to request and receive copies of any relevant documents (including electronically stored information)?	yes
115.401 (m)	**Frequency and scope of audits**	
	Was the auditor permitted to conduct private interviews with inmates, residents, and detainees?	yes
115.401 (n)	**Frequency and scope of audits**	
	Were inmates, residents, and detainees permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel?	yes
115.403 (f)	**Audit contents and findings**	
	The agency has published on its agency website, if it has one, or	yes

	has otherwise made publicly available, all Final Audit Reports. The review period is for prior audits completed during the past three years PRECEDING THIS AUDIT. The pendency of any agency appeal pursuant to 28 C.F.R. § 115.405 does not excuse noncompliance with this provision. (N/A if there have been no Final Audit Reports issued in the past three years, or, in the case of single facility agencies, there has never been a Final Audit Report issued.)	

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion regarding the Commercial Building Permit application for a Tahoe Transport Bus Shelter, located south of the North County Walmart, within the Douglas County right-of-way at Topsy Lane, and authorize the Community Development Director to sign the Tahoe Transportation District application for improving existing sidewalk and landscaping area to accommodate a new Bus Shelter for the public transit system. (Tom Dallaire, Community Development Director)

RECOMMENDED MOTION:
Authorize the Community Development Director to sign, as the owner, the Commercial Building Permit application for the new Tahoe Transportation District bus shelter.

FINANCIAL IMPACT:
No financial impact, as the Tahoe Transportation District is applying for the application to build a new shelter at the existing bus stop and will completely fund its construction.

BACKGROUND:
County staff has worked with the Tahoe Transportation District to locate a bus stop for the northwesterly side of Topsy Lane and the entrance into Walmart. There is a bench on the sidewalk today that will be upgraded to the proposed shelter. There is ample room in the road for the bus stop, and it will not interfere with traffic passing the stopped bus.

Staff have discussed the option of an encroachment permit, and decided a Building Permit is more appropriate because the improvement serves the public, and building permits cover the encroachment in the right-of-way as well as the structure. This request is for authorization for staff to sign the permit application so the permit process can start and the construction permit can be issued to the Tahoe Transportation District.

ATTACHMENTS:

GeneralBuildingApplication_DC.pdf
02. Site Plan_ Topsy bus stop 8x11.pdf
7387 GBEX SHELTER ASSEMBLY_topsy bus stop.pdf

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423
TEL (775) 782-6224 * FAX (775) 782-9007
building@douglasnv.us / www.douglascountynv.gov

For Office Use Only

Date _____

Received By _____

Application Number _____

GENERAL BUILDING PERMIT APPLICATION

The following application form is provided for persons to submit a **General Building Permit Application** with Douglas County. As an applicant, you must complete this form and incorporate all requested information, as prescribed by the submittal requirements, before the application is accepted by the Community Development Department. Note: Upon review of this application, Douglas County may require additional documentation and/or applications. By completing this application you are also confirming you have read Title 20.01.100 Right to Farm.

Permit will expire if the first inspection has not been performed within 180 days from date of issuance

APPLICATION TYPE: (CHECK ALL THAT APPLY):

Residential	Commercial	Other
☐ Residential Permit	■ Commercial Permit	☐ Pool / Spa / Hot tub
☐ Allocation (Valley Only)	☐ Sign - Commercial	☐ Revision (#_____) (Only pg 1 & 3 req)
☐ Manufactured Home	☐ Change/Certificate of Occupancy	☐ Solar Photovoltaic/Geo thermal/Wind Turbine
☐ Septic / Perc		☐ Generator
☐ Patio/Deck/Retaining Wall		☐ Grading Permit ☐ Residential / ☐ Commercial
		☐ Elevation Certificate

PROJECT LOCATION/INFORMATION:

Street Address (if available): Topsy Lane Bus Stop #4729 Right of Way South of 3770 N. HWY 395	Unit #:
Assessor's Parcel Number(s): Right of Way South of 1420-06-502-014 Required-Assessor's website-www.douglascountynv.gov	
Town/GID (if applicable): N/A	Regional/Community Plan (if applicable):
Floodplain*: Unshaded X	Roof Material: Standing Seam Bronze Fluropan Aluminum
Zoning (current): Commercial	WUI Class: Moderate — Valley: Obtain WUI Classification from East Fork Fire District

Lot Setbacks-Front: N/A	Side/Street side: N/A	Rear: N/A	Square Ft: 42

Total Project Valuation (this includes all material, labor and services to complete project): $ 52,000.00

*A Floodplain Development Permit is required for development in Special Flood Hazard Areas and Flood Zones A, AE and AO require Elevation Certificates at design and before final inspection (Section 110 IBC).

PROJECT DESCRIPTION:

Project Name (if applicable): Tahoe Transport Bus Shelter

Brief description of project or request:

Construction of a bus shelter within the Topsy Lane right of way South of the Walmart Parking Lot (parcel # 1420-06-502-014)

Uses (check all that apply):

☐ Agriculture ☐ Residential ■ Commercial/Industrial/Manufacturing ☐ Other _____

Residential

Residential Permit: ☐ Single Family ☐ Accessory Dwelling ☐ Accessory Structure ☐ Duplex ☐ Triplex ☐ Townhome
☐ Other (☐ Patio Cover; ☐ Solar; ☐ _____)

☐ Rebuild ☐ Addition ☐ Remodel/Repair

Fire Sprinklers ☐ Yes ☐ No

☐ VALLEY Contact East Fork Fire for their requirements.

☐ TAHOE BASIN Contact Tahoe Douglas Fire for their requirements.

See Title 20 – Appendix B 903.2.2 for details.

Accessory: ☐ Barn/Shed ☐ Carport ☐ Garage/Shop ☐ Accessory Structure (with conditioned space ☐ Yes ☐ No)
☐ New ☐ Existing ☐ Remodel Number of Bedrooms _____ Fixture Units _____

Building Allocation (if applicable-Valley ONLY) (DCC 20.560): ☐ Individual (1-4) ☐ Project (5+) ☐ Vested ☐ Not applicable
☐ Allocation Transfer ☐ Time Extension
☐ Request for _____ allocation(s)
☐ Request to transfer _____ allocation(s). Please attach a justification statement describing the circumstances under which the transfer is being sought (refer to DCC 20.560.140 for eligibility)
If requesting exemption under DCC *20.560.100*, ask Staff for application.
Tahoe Basin Allocation will be issued a reservation letter when the building permit is submitted and deposit paid.

Manufactured Home: ☐ New ☐ Replacement ☐ Tie Down ☐ Foundation-Footing/Stem wall	Year: _____ Make: _____ Model: _____ Serial Number: _____ Dimension (length x width): _____ Square Footage: _____

☐ Sewer Provider: (provide connection receipt) From: _____	☐ Water Provider: (provide connection receipt) From: _____	☐ Well: Permit #_____

Septic (if applicable): ☐ New ☐ Existing ☐ Replacement ☐ Conventional ☐ Engineered
Number of Bedrooms: _____ Fixture Units: _____
Septic Tank Size: _____ Number of Leach Lines: _____
Leach Line Length: _____ Acreage of Parcel: _____
Percolation Test performed by: _____ Date: _____
Does the plot plan accurately show location of percolation test? ☐ Yes ☐ No

Deck/Patio Cover: ☐ Attached ☐ Unattached Dimension: _____ Sq.Ft. _____
Retaining Wall: Over 4 feet (measured from base of footing) ☐ Yes ☐ No Lineal Ft: _____

Owner Builder: ☐ Yes ☐ No	**If YES,** a signed State of Nevada Owner/Builder Affidavit must be submitted with application.

Commercial

Commercial Permit: ■ New ☐ Addition ☐ Tenant Improvement ☐ Change of Occupancy ☐ Temporary Office ☐ Townhome

Occupancy Type: A-3	Occupancy Load: 8.4	Construction Type: V-B	Square Footage: 42
Fire Sprinkler System: ☐ Yes ■ No	Fire Hydrant (within 100 ft): ☐ Yes ■ No	Kitchen Hood (Type 1 hood): ☐ Yes ■ No	

Health Dept Permit: ☐ Food/Bar ☐ Pool/Spa ☐ Childcare ☐ Other _____

☐ Sewer Provider: (provide permit or approval receipt)	☐ Water Provider: (provide permit or approval receipt)

Commercial Sign Information: ☐ Wall ☐ Monument ☐ Other _____ Estimated Value $ _____
Existing sign Sq Ft: _____ Proposed Sign Sq Ft: _____ Total Sign Face Sq Ft: _____
Height from ground to bottom of sign _____ Signs to be removed ☐ Yes ☐ No If yes, Sq Ft: _____

(See Checklist for requirements.) * Some **signs** may be subject to a previously approved Master Sign Plan for multi-tenant commercial buildings. Minimum submittal paper size is 11" x 17". Elevation drawings may be included on the site plan.

It is not recommended that a sign be ordered or fabricated prior to Sign Review Approval.
**Application must be signed by the property Owner/HOA/or Property Manager.

Other

Generator: Size: _____ (If Commercial, Fire District approval required)
Tahoe Basin: ☐ Yes ☐ No (Verify disconnect location requirements)
Tahoe/TRPA ONLY: On existing coverage ☐ Yes ☐ No (If Yes, TRPA is exempt; If No, TRPA review/approval required)

Solar: ☐ Roof Mount ☐ Ground Mount (All Solar requires Fire District approval)

Hot Tub: ☐ New ☐ Replacement
☐ Verify safety glass/egress ☐ Verify disconnect location ☐ Verify safety cover ☐ Verify structural integrity of deck

Elevation Certificate:	
Principal Use of Proposed Improvement: _____	Size of Existing Structure/Addition (SF): _____; Value $ _____
Accessory Use of Proposed Improvement (e.g. storage, parking, etc): _____	Size of Proposed Structure/Addition (SF): _____; Value $ _____
Is the proposed improvement an addition or modification to a non-conforming use? _____	

APPLICANT INFORMATION:

Property Owner	**Authorized Representative/Contact***
Name: Jenifer Davidson / Douglas County	Name: Peter Fleischmann/ Wilson Engineers
Mailing Address: 1594 Esmeralda Ave	Address: 1603 Esmeralda Ave.
City: Minden State: NV Zip: 89423	City: Minden State: NV Zip: 89423
Phone: 775.782.9821	Phone: 775.215.5019
Email: cmoffice@douglasnv.us	Email: designrt@wilson-engineers.com
Design Professional	**Contractor**
Name: Brasco International, Inc.	Name: TBD
Address: 32400 Industrial Drive	Address:
City: Madison Heights State: MI Zip: 48071	City: State: Zip:
Phone: 1.800.893.3665	Phone:
Email:	Email:
NV State License #:	NV State Contractor's License #: Class:

Owner: (signature required)
As the owner, I agree to save, indemnify, and keep harmless the COUNTY OF DOUGLAS, its officers, employees, and agents against all liabilities, judgements, cost, and expenses which may accrue against them in consequence of the granting of this permit, inspections, or use of any on-site or off-site improvements placed by virtue hereof, and will in all things strictly comply with all applicable rules, ordinances and laws.

_____ _____ _____
Property Owners Name Property Owner's Signature Date

Authorized Representative:
As the owner's authorized representative, I agree to comply with all applicable rules, codes and laws relative to this application. ***If the property owner wants to give full authorization to this Authorized Representative for the project on this application, please complete the Blanket Authorization form attached to the hereto.***

Peter Fleischmann _____ 1/22/2026
Owner's Authorized Representative Representative's Signature Date

*The authorized representative/contact person listed on the permit will be the person addressed on all correspondence and phone calls.

DOUGLAS COUNTY GENERAL BUILDING APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST																
775-782-6224	Residential								Commercial			Other				
	Residential Permit/Accessory	Allocation (Valley only)	Manufactured Home	Septic/Perc	Patio/Deck/Retaining Wall	Garage/Shop (no conditioned space)	Barn/Shed	Carport	Commercial Permit	Sign - Commercial	Change of Occupancy	Pool / Spa	Revision / Name Change	Solar Photovoltaic/Geo thermal/Wind Turbine	Generator	Grading Permit
FEE- check with staff	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
01 APPLICATION FORM	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
02 NOT APPLICABLE LETTER	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
03 DIGITAL COPY OF ENTIRE SUBMITTAL	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
04 TAX RECEIPT (Paid Current)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
05 CONNECTION LETTER/RECEIPT/PERMIT	1		1			1	1		1							
06 STRUCTURAL CALCULATIONS	2		2		2	2	2	2	2	2		2		2		
07 PLANS																
COVER SHEET									2							
PLOT/SITE PLAN	1		2	2	2	2	2	2	2	2	2	2	2	2	2	2
FOUNDATION PLAN & STRUCTURAL FLOOR PLAN	1		2		2	2	2	2	2	2			2	2		
FLOOR PLAN	1		2		2	2	2	2	2		2		2			
ROOF FRAMING PLAN	1				2	2	2	2	2				2	2		
ELEVATION PLAN	1		2		2	2	2	2	2	2			2	2		
BUILDING SECTIONS	1		2		2	2	2	2	2	2		2		2		
ELECTRICAL/MECHANICAL/PLUMBING PLANS	1				2	2	2	2	2	2		2	2	2	2	
STRUCTURAL PLANS	1		2		2	2	2	2	2	2		2		2		
08 A SEPARATE SUBMITTAL TO THE LOCAL FIRE AGENCY	*		*	*	*	*	*	*	*	*	*	*	*	*	*	*
09 COMMERCIAL REQUIREMENTS									2	2						
10 ADDITIONAL REQUIREMENTS	2		2	2	2	2	2	2	2	2	2	2	2	2	2	2

Notes:

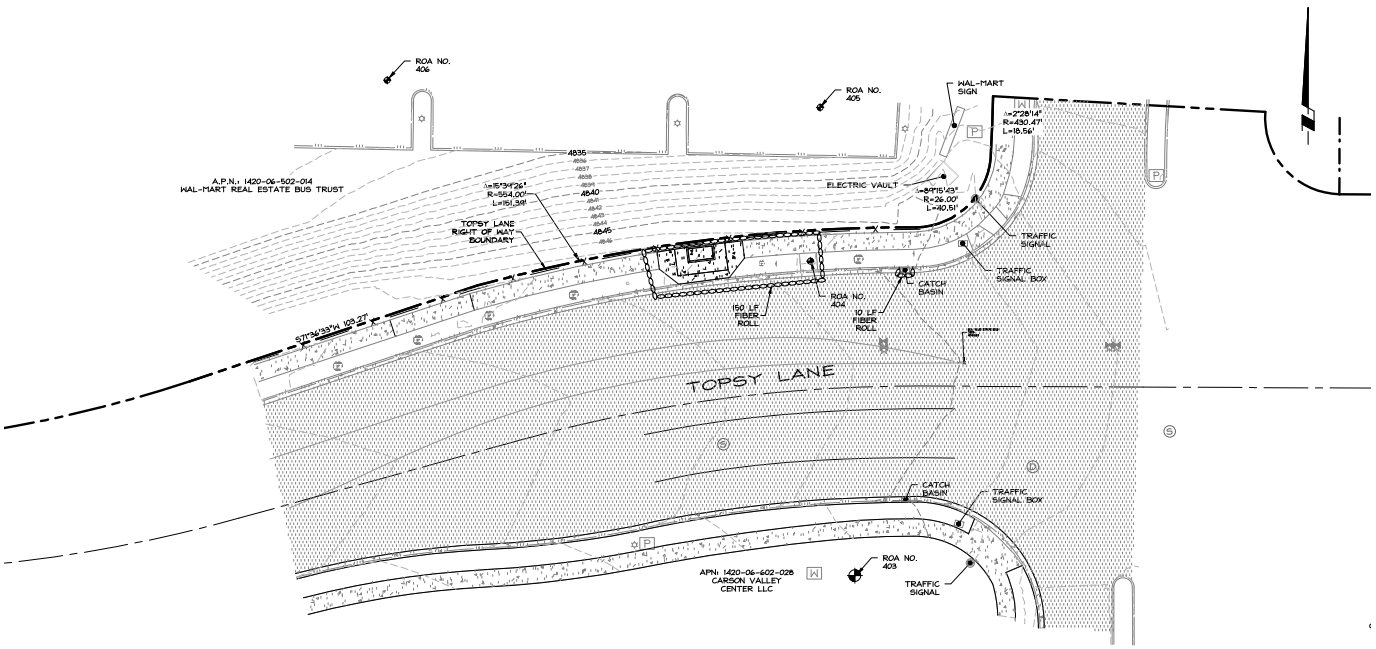
a) **Refer to the following pages for a description of the submittal requirements.**

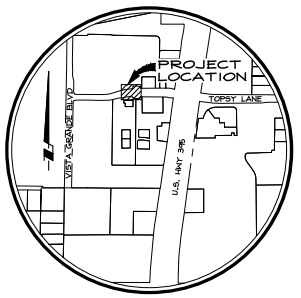
b) **The numbers in the squares denote the minimum number of copies required for submittal**

IMPROVEMENT PLANS FOR

TOPSY LANE BUS STOP

CARSON CITY, NEVADA





VICINITY MAP

PROJECT SUMMARY

OWNER: TAHOE TRANSPORTATION DISTRICT
P.O. 499
ZEPHYR COVE, NV 89448

ENGINEER: WILSON ENGINEERS, L.L.C.
1603 ESMERALDA AVENUE
MINDEN, NEVADA 89423
(775) 782-2322

BASIS OF BEARING

MODIFIED NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (2703), NORTH AMERICAN DATUM OF 1983(1994), (NAD 83(94)), AS DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. DEEDS & RECORDED MAPS HAVE BEEN ROTATED TO MATCH EXISTING MONUMENTATION AS FOUND IN THE FIELD.

COMBINED GRID TO GROUND FACTOR = 1.00020000

DATUM

VERTICAL DATUM FOR THIS PROJECT IS NAVD 88 BASED UPON DOUGLAS COUNTY CONTROL POINT NUMBER 50002

ELEVATION: 4923.45

PROJECT CONTROL

CONTROL POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
ROA NO. 403	14,715,848.87	2,286,528.11	4848.22'	SET MAG NAIL
ROA NO. 404	14,716,006.06	2,286,512.97	4846.16'	SET MAG NAIL
ROA NO. 405	14,716,068.43	2,286,516.31	4836.17'	SET MAG NAIL
ROA NO. 406	14,716,067.70	2,286,368.72	4832.44'	SET MAG NAIL

NOTES

THIS TOPOGRAPHICAL SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY.

NO REVIEW OF A TITLE REPORT WAS COMPLETED AS PART OF THIS SURVEY AND THE MAP MAY NOT REFLECT ALL EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM LICENSED BY THE STATE OF NEVADA TO PRACTICE LAND SURVEYING, AND THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION, SUBJECT TO EXCEPTIONS NOTED HEREON.

GERALD D. JUAREZ, P.L.S. 12140

UTILITY COMPANY CONTACTS

POWER
NV ENERGY
ADDRESS: 875 E. LONG STREET, CARSON CITY, NV 89706
PHONE: (775) 834-2930

TELEPHONE
FRONTIER COMMUNICATIONS CORP.
ADDRESS: 1520 CHURCH STREET, GARDNERVILLE, NV 89410
PHONE: (775) 782-0969

WATER
DOUGLAS COUNTY
ADDRESS: P.O. BOX 218, MINDEN, NV 89423
PHONE: (775) 782-9984

SEWER
DOUGLAS COUNTY
ADDRESS: P.O. BOX 218, MINDEN, NV 89423
PHONE: (775) 782-9984

GAS
SOUTHWEST GAS CORPORATION
ADDRESS: P.O. BOX 1190, CARSON CITY, NV 89701
PHONE: (775) 887-2723

TV
CHARTER COMMUNICATIONS
ADDRESS: 1338 CENTERVILLE LANE, GARDNERVILLE, NV 89410
PHONE: (775) 783-8004

FIBER
DTS FIBER
ADDRESS: 1625 STATE ROUTE 88 STE 404, MINDEN, NV 89423
PHONE: (888) 742-8050

SHEET INDEX

C1	COVER SHEET
C2	LEGEND, ABBREVIATIONS, AND NOTES
C3	SITE & GRADING PLAN

APPROVALS

DOUGLAS COUNTY COMMUNITY DEVELOPMENT — DATE

DOUGLAS COUNTY PUBLIC WORKS — DATE

CALL 811 BEFORE YOU DIG

NO.	DATE	REVISION BLOCK	BY

SCALE: 1" = 20'

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: 9760 Double Diamond Pkwy, Unit 103 Reno, NV 89521 p 775.782.2322 f 775.782.7084

TAHOE TRANSPORATION DISTRICT

TOPSY LANE BUS SHELTER

COVER SHEET

DRAWN: LAC	JOB: 2500131
ENGINEER: PF	DRAWING: SEE LABEL
SCALE: 1" = 20'	SHEET: C1
DATE: 08/28/2025	OF: 3 SHEETS

PERMIT SET - 09/11/2025

Y:\Client Files\2500131\2500131\CAD\Engineering\Improvement Plans\2500131_SHEETS.dwg 9/11/2025 1:20:51 PM Lauren Chamberlain

SYMBOLS

EXISTING | PROPOSED

- SURVEY CONTROL POINT
- FIRE HYDRANT
- CAP/CONNECTION TO BUILDING
- SANITARY SEWER MANHOLE
- SANITARY SEWER / STORM DRAIN CLEANOUT
- STORM DRAIN MANHOLE
- STORM DRAIN DROP INLET
- STORM DRAIN CATCH BASIN
- LANDSCAPE CATCH BASIN
- STORM DRAIN FLARED END SECTION
- WATER METER, SINGLE
- WATER METER, DOUBLE
- WATER GATE VALVE
- ACCESSIBLE PARKING SPACE
- SIGN
- STREET LIGHT (DECORATIVE)
- COMMUNICATION MANHOLE
- COMMUNICATION VAULT
- ELECTRICAL/POWER MANHOLE
- ELECTRICAL/POWER VAULT
- SLOPE
- DIRECTION OF NORTH
- REVISION NUMBER
- GRADE BREAK

A / C1 — IDENTIFICATION OF SECTION POINTING IN THE DIRECTION IN WHICH THE SECTION IS VIEWED; SHEET NUMBER THAT THE SECTION APPEARS ON

100.00 FG — GRADE ELEVATION; GRADE DESCRIPTION

CALL 811 BEFORE YOU DIG

HATCHING

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING CONCRETE
- PROPOSED CONCRETE

NOTE: NOT ALL SYMBOLS, LINE TYPES, HATCHING, AND ABBREVIATIONS SHOWN HEREON ARE USED IN THIS PLAN SET.

LINE TYPES

EXISTING	NEW	
		BUILDING ENVELOPE
		CENTERLINE OF RIGHT-OF-WAY
100	100	MAJOR CONTOUR, FIVE-FOOT INTERVAL
99	99	MINOR CONTOUR, ONE-FOOT INTERVAL
		EASEMENT
		EDGE OF PAVEMENT AND/OR CURB
		FLOW LINE
GAS	GAS	GAS LINE
O/H	N/A	OVERHEAD POWER
U/G	N/A	UNDERGROUND POWER
EX 8" SS	8" SS	SANITARY SEWER MAIN
EX 12" SD	12" SD	STORM DRAIN
EX 12" W	12" W	WATER MAIN
		FENCE (MATERIAL SPECIFIED ON PLANS)
		RIGHT-OF-WAY
UG	UG	COMMON UTILITY TRENCH (POWER, TELEPHONE, GAS, TV)

ABBREVIATIONS

AASHTO..... AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AB..... AGGREGATE BASE
AC..... ASPHALT CONCRETE, ACRE
ADA..... AMERICANS WITH DISABILITIES ACT OF 1990
ADAAG..... ADA ACCESSIBILITY GUIDELINES
AGG..... AGGREGATE
ANSI..... AMERICAN NATIONAL STANDARDS INSTITUTE
APN..... ASSESSOR'S PARCEL NUMBER
APPROX..... APPROXIMATELY
APWA..... AMERICAN PUBLIC WORKS ASSOCIATION
ASTM..... AMERICAN SOCIETY OF TESTING AND MATERIALS
@..... AT
AWWA..... AMERICAN WATER WORKS ASSOCIATION
BAPC..... BUREAU OF AIR POLLUTION CONTROL
BC..... BEGIN CURVE
BCR..... BEGINNING OF CURB RETURN
BEG..... BEGIN
BFE..... BASE FLOOD ELEVATION
BLD..... BUILDING
BMDW..... BUREAU OF SAFE DRINKING WATER
BW..... BACK OF WALK, BOTTOM OF WALL
BWPC..... BUREAU OF WATER POLLUTION CONTROL
BVC..... BEGIN VERTICAL CURVE
C&G..... CURB AND GUTTER
CB..... CATCH BASIN
CF..... CUBIC FOOT, CURB FACE
CL..... CENTER LINE, CLASS
CMP..... CORRUGATED METAL PIPE
CO..... CLEAN OUT
°..... DEGREES
DI..... DROP INLET
DIA.,(Ø)..... DIAMETER
DOC..... DOCUMENT
(E)..... EAST
EA..... EACH
EC..... END OF CURVE
ECR..... END OF CURB RETURN
EG..... EXISTING GROUND
ELEC..... ELECTRICAL
ELEV., EL..... ELEVATION
EP..... EDGE OF PAVEMENT
EPA..... U.S. ENVIRONMENTAL PROTECTION AGENCY
EVC..... END VERTICAL CURVE
EW..... EDGE OF WATER
EX..... EXISTING
FES..... FLARED END SECTION
FF..... FINISHED FLOOR
FG..... FINISHED GRADE
FH..... FIRE HYDRANT
FL..... FLOWLINE
FNC..... FENCE
FND..... FOUND MONUMENT, CORNER, OR CONTROL PT.
FT (')..... FOOT (FEET)
GA..... GAUGE
GB..... GRADE BREAK
GFF..... GARAGE FINISHED FLOOR
HDPE..... HIGH DENSITY POLYETHYLENE
HORIZ..... HORIZONTAL
HP..... HIGH POINT
ID..... INSIDE DIAMETER
IE..... INVERT ELEVATION
IN.(") ..... INCH
INT..... INTERSECTION
IRRIG..... IRRIGATION
L..... LEFT, LENGTH
LAT..... LATERAL
LBS..... POUNDS
LF..... LINEAL FEET
MAX..... MAXIMUM
MDD..... MAXIMUM DRY DENSITY (PER ASTM D1557)
MGBD..... MINDEN-GARDNERVILLE SANITATION DISTRICT
MH..... MANHOLE
MIN..... MINIMUM
MISC..... MISCELLANEOUS
MOC..... MIDDLE OF CURVE
MUTCD..... MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
N,(N)..... NORTH
NAC..... NEVADA ADMINISTRATIVE CODE
NDEP..... NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
NDOT..... NEVADA DEPARTMENT OF TRANSPORTATION
NE,(NE)..... NORTHEAST
NO.(#)..... NUMBER
NOM..... NOMINAL
NTS..... NOT TO SCALE
NW,(NW)..... NORTHWEST
OC..... ON CENTER
OD..... OUTER DIAMETER
OSHA..... OCCUPATIONAL SAFETY AND HEALTH ACT
O/H..... OVERHEAD
±..... PLUS OR MINUS
P..... POWER
PC..... POINT OF CURVATURE
PCC..... PORTLAND CEMENT CONCRETE
PED..... PEDESTRIAN
PIP..... PROTECT IN PLACE
PL..... PROPERTY LINE
PRC..... POINT OF REVERSE CURVE
PSI..... POUNDS PER SQUARE INCH
PT..... POINT OF TANGENCY, POINT
PUE..... PUBLIC UTILITY EASEMENT
PVC..... POLYVINYL CHLORIDE
R..... RADIUS
RCP..... REINFORCED CONCRETE PIPE
REL..... RELATIVE
RET..... RETAINED
ROW..... RIGHT OF WAY
S=..... SLOPE
S,(S)..... SOUTH
SAD..... SURFACE AREA DISTURBANCE
SD..... STORM DRAIN
SDMH..... STORM DRAIN MANHOLE
SDR..... STANDARD DIMENSION RATIO
SE,(SE)..... SOUTHEAST
SF..... SQUARE FOOT/FEET
SL..... SANITARY SEWER LATERAL
SS..... SANITARY SEWER
SSMH..... SANITARY SEWER MANHOLE
ST..... STREET
STA..... STATION
STD..... STANDARD
S,(SW)..... SOUTHWEST
SWPPP..... STORMWATER POLLUTION PREVENTION PLAN
TBC..... TOP BACK OF CURB
TC..... TOP OF CURB
TEL..... TELEPHONE
TOE..... TOE OF SLOPE
TOP..... TOP OF SLOPE
TV..... TELEVISION
TW..... TOP OF WALL
TYP..... TYPICAL
U..... UTILITY
UBC..... UNIFORM BUILDING CODE
UG..... UNDERGROUND
UNO..... UNLESS NOTED OTHERWISE
VC..... VERTICAL CURVE
VG..... VALLEY GUTTER
VERT..... VERTICAL
W,(W)..... WEST
W/..... WITH
WV..... WATER GATE VALVE
YR..... YEAR

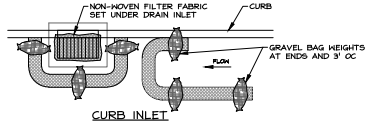
NOTES

DOUGLAS COUNTY GENERAL NOTES:

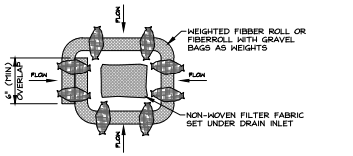
1. ALL WORK AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("ORANGE BOOK"). ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THESE AMENDED SPECIFICATIONS AND DETAILS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. ONE WEEK PRIOR TO THE COMMENCEMENT OF ANY WORK, CONSTRUCTION OR INSTALLATIONS ASSOCIATED WITH THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DOUGLAS COUNTY INSPECTOR AT (775) 690-6468 OF INTENT TO BEGIN AND SCHEDULE PRECONSTRUCTION MEETING AT THE PROJECT SITE WITH DOUGLAS COUNTY CONSTRUCTION INSPECTOR. FAILURE TO PROVIDE PROPER INSPECTION NOTIFICATION AS PRESCRIBED ABOVE SHALL RESULT IN THIS PERMIT BECOMING INVALID AND WORK BEING STOPPED.
3. CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS TO OBTAIN THE NECESSARY SITE IMPROVEMENT PERMITS AND SHALL COMPLY WITH THE SITE IMPROVEMENT PERMIT CONDITIONS AS FOUND ON THE BACK OF THE PERMIT FORM.
4. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
5. DOUGLAS COUNTY PARKS AND RECREATION, COMMUNICATIONS, AND SHERIFF'S OFFICE ARE NOT REPRESENTED BY USA DIGS. WHEN THE CONTRACTOR EXCAVATES NEAR OR ADJACENT TO ANY OF THESE FACILITIES/PROPERTIES, THE CONTRACTOR SHALL CONTACT THE ADMINISTRATOR OF APPLICABLE DEPARTMENT AT PHONE NUMBER SHOWN ON COUNTY WEBSITE TO REQUEST ASSISTANCE IN LOCATING ALL THEIR UNDERGROUND FACILITIES. THIS REQUIREMENT MAY ALSO APPLY TO ANY OTHER COUNTY FACILITY/PROPERTY.
6. THE CONTRACTOR SHALL OBTAIN A STORMWATER GENERAL OR A SURFACE AREA DISTURBANCE PERMIT FROM THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS REQUIRED, AND SHALL COMPLY WITH ITS REQUIREMENTS FOR DUST CONTROL ON ALL APPLICABLE PROJECTS.
7. THE ENGINEER HEREBY CERTIFIES AS EVIDENCED BY A PROFESSIONAL SEAL & SIGNATURE, THAT ALL AFFECTED UTILITY COMPANIES BOTH PUBLIC AND PRIVATE HAVE BEEN CONTACTED. ALL EXISTING AND/OR PROPOSED UTILITY LINES AND OTHER RELATED INFORMATION HAVE BEEN TRANSFERRED ONTO THESE PLANS. TO THE BEST OF ENGINEER'S KNOWLEDGE AND BASED ON INFORMATION FROM THE UTILITY COMPANY, THE ENGINEER ALSO HEREBY CERTIFIES THAT ALL EXISTING AND/OR PROPOSED PUBLIC RIGHT-OF-WAY AND EASEMENTS HAVE BEEN CORRECTLY PLOTTED AND SHOWN.
8. THE ENGINEER, OR LAND SURVEYOR OF RECORD SHALL CERTIFY UPON COMPLETION OF CONSTRUCTION THAT ALL PUBLIC IMPROVEMENTS (WATER AND SEWER UTILITIES, STORM DRAINAGE, CONCRETE, PAVING, STREET LIGHTS, ETC.) HAVE BEEN INSTALLED AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE APPROVED PLANS. ANY CHANGES SHALL BE REFLECTED ON "AS-BUILT"/RECORD DRAWINGS PROVIDED BY THE ENGINEER TO THE COUNTY'S ENGINEERING DIVISION.
9. THE REGISTERED ENGINEER OR LAND SURVEYOR SHALL CERTIFY THAT THE MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS BETWEEN UTILITIES WITHIN PUBLIC RIGHT-OF-WAY AND EASEMENTS HAVE BEEN MAINTAINED AS REQUIRED BY LAW OR POLICY.
10. THE DEVELOPER SHALL PROVIDE ALL CONSTRUCTION STAKING FOR THE PROJECT.
11. THE DEVELOPER OR THE ENGINEER IS RESPONSIBLE FOR ARRANGING THE RELOCATION OR REMOVAL OF ALL UTILITIES OR FACILITIES THAT ARE IN CONFLICT WITH THE PROPOSED PUBLIC IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE RELOCATION OF ALL UTILITIES, IRRIGATION DRY-UPS, RESETS REMOVALS BY OTHERS, ETC.
12. THE CONTRACTORS SHALL LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND AVOID DAMAGE TO SAME. CALL 811 FOR USA DIGS TWO WORKING DAYS PRIOR TO DIGGING.
13. CONTRACTORS SHALL COMPLY WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADING PER THE APPROVED TRAFFIC CONTROL PLANS.
14. IF A FIRE HYDRANT IS NEEDED TO OBTAIN CONSTRUCTION WATER, THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FROM DOUGLAS COUNTY PUBLIC WORKS OR APPLICABLE WATER PURVEYOR AND PAY ALL APPLICABLE FEES AND CHARGES.
15. IF DURING THE CONSTRUCTION OF A PUBLIC FACILITY, THE CONTRACTOR FAILS TO OR IS UNABLE TO COMPLY WITH A REQUEST TO THE ENGINEERING INSPECTOR, AND IT IS NECESSARY FOR COUNTY FORCES TO DO WORK THAT IS NORMALLY THE CONTRACTOR'S RESPONSIBILITY, THE COUNTY SHALL BE JUSTIFIED IN BILLING THE CONTRACTOR. EACH INCIDENT REQUIRING WORK BY COUNTY FORCES SHALL BE COVERED BY A SEPARATE BILLING AT THE CURRENT APPLICABLE RATES.
16. THE CONTRACTOR IS ADVISED THAT DAMAGE TO PUBLIC SERVICES OR SYSTEMS AS A RESULT OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AND INSPECTED BY THE ENGINEERING INSPECTOR, UNLESS OTHERWISE APPROVED BY THE COUNTY. ALL REPAIRS SHALL BE DONE WITHIN 24 HOURS. THE CONTRACTOR IS ADVISED THAT ANY COSTS RELATED TO REPAIR OR REPLACEMENT OF DAMAGED PUBLIC SERVICES AND SYSTEMS AS A RESULT OF CONTRACTOR'S ACTIVITIES SHALL BE BORNE BY THE CONTRACTOR.

EROSION CONTROL NOTES

1. IN CASE OF EMERGENCY, CALL WILSON ENGINEERS, LLC AT 775-782-2322.
2. PRIOR TO ANY EARTHWORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF AND COMPLY WITH THE REQUIREMENTS OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE CONSTRUCTION STORMWATER PERMIT ISSUED BY NDEP.
3. DUST SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY AND IN ACCORDANCE WITH THE PROJECT SWPPP AND THE CONSTRUCTION STORMWATER PERMIT ISSUED BY NDEP.
4. THE CONTRACTOR SHALL MAINTAIN A CLEAN PROJECT SITE, REMOVING CONSTRUCTION DEBRIS AT THE END OF EACH ACTIVITY DAY. TRASH WILL BE HAULED TO THE DOUGLAS COUNTY TRANSFER STATION OR OTHER LICENSED DISPOSAL FACILITY. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE.
5. THE CONTRACTOR SHALL MAINTAIN DEBRIS FREE CONSTRUCTION ROUTES, ADJACENT STREETS AND STORM DRAIN SYSTEMS.
6. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES. NECESSARY MATERIALS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT APPROVED LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR DAMAGED EROSION CONTROL MEASURES.
7. AT LEAST ONCE PER WEEK AND FOLLOWING A STORM EVENT OF 0.5 INCHES OR GREATER ALL BMP'S AND GRADED SLOPE SURFACE PROTECTION MEASURES SHALL BE INSPECTED TO VERIFY CONTINUED SATISFACTORY OPERATION AND REPAIRED OR REPLACED IF NECESSARY.
8. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY IT SHALL BE INITIATED WITHIN 24 HOURS OF REPORT.
9. FILL SLOPES AT THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
10. A SIX-FOOT HIGH PERIMETER FENCE OR A 24-HOUR GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN A FACILITY EXCEEDS 18 INCHES.
11. BUILT UP SEDIMENT SHALL BE REMOVED AS NECESSARY TO MAINTAIN PROPER FUNCTIONING OF THE BMP'S.
12. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT WILL CONTAIN THE NAME OF THE INSPECTOR, MEASURES, AREAS INSPECTED, OBSERVED CONDITIONS, AND NOTE CHANGES NECESSARY TO THE SWPPP. REPORTS SHALL BE KEPT WITH SWPPP ON SITE.
13. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR) TO NDEP AND THE OWNER WITHIN 24 HOURS.
14. PROTECT EXISTING UTILITIES, SIDEWALKS, PAVEMENT, AND OTHER INFRASTRUCTURE IN PLACE, EXCEPT WHERE SPECIFICALLY IDENTIFIED FOR DEMOLITION HEREON.
15. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES AND ALL IRRIGATION FACILITIES DURING CONSTRUCTION OF IMPROVEMENTS.
16. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING FACILITIES. GRADED SLOPE SURFACE PROTECTION MEASURES DAMAGED DURING THE RAINSTORM SHALL ALSO BE REPAIRED.
17. STORMWATER SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY AND IN ACCORDANCE WITH THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION STORMWATER PERMIT.
18. CONTRACTOR SHALL PLACE HYDROSEEDING WITH TEMPORARY IRRIGATION ON ALL CUT AND FILL SLOPES AND ALL OTHER DISTURBED AREAS UNLESS OTHERWISE DIRECTED BY DOUGLAS COUNTY.



CURB INLET

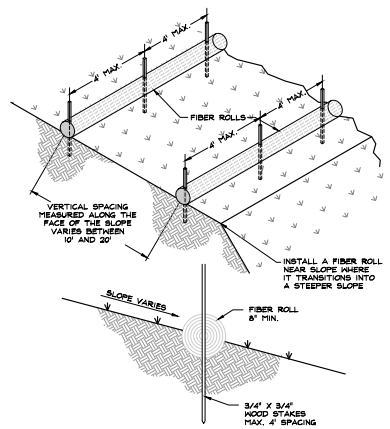


SHEET FLOW INLET

NOTES:
1. FIBER ROLL DRAIN INLET PROTECTION SHALL USE A MIN 12" DIAMETER ROLL AND BE INSTALLED BEFORE CONSTRUCTION BEGINS.
2. GRAVEL BAGS SHALL BE FILLED WITH GRAVEL. SAND BAGS ARE NOT AN ACCEPTABLE SUBSTITUTE.
3. INSPECT AND REPAIR FIBER ROLLS EACH DAY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN ONE THIRD OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DISPOSED OF PROPERLY.
4. SEDIMENT AND GRAVEL DEPOSITED ON ROADWAYS SHALL BE IMMEDIATELY REMOVED.
5. IN HIGH TRAFFIC AREAS, MARK DRAIN INLET PROTECTION WITH VISIBLE BARRIERS SUCH AS SAFETY CONES.
6. REMOVE DRAIN INLET PROTECTION AFTER THE SURROUNDING AREA HAS BEEN STABILIZED.

DRAIN INLET PROTECTION

NTS



NOTES:
1. INSTALL ALONG SLOPE CONTOUR, PERPENDICULAR TO FLOWLINE DIRECTION.
2. FIBER ROLLS MUST BE ENTRENCHED 1/3 TO 1/2 HEIGHT OF ROLL TO ENSURE MAXIMUM CONTACT SURFACE AREA WITH SOIL.
3. ENSURE THAT THE FIBER ROLL MAKES GOOD CONTACT WITH THE SOIL AT ALL LOCATIONS; THERE SHALL BE NO GAPS BENEATH THE FIBER ROLL.
4. FIBER ROLLS SHALL BE STAKED IN SUCH A MANNER THAT THEY ARE NOT DISTURBED BY WIND OR SHEET FLOW RUNOFF.
5. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED A MINIMUM OF 18", NOT ABUTTED.
6. TURN THE ENDS OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
7. INSPECT AND MAINTAIN FIBER ROLLS DAILY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT DEPOSITS WHEN DEPOSITS REACH 1/2 HEIGHT OF INSTALLED BARRIER.

FIBER ROLL INSTALLATION DETAIL

NTS

NO.	DATE	REVISION BLOCK	BY

1 0 1 2 — 0 — SCALE:

WILSON ENGINEERS
WWW.WILSON-ENGINEERS.COM
MINDEN
1329 Ezell Wagner Ave
P.O. Box 2932
Minden, NV 89423
p 775.782.2322
f 775.782.7084
RENO
9060 Double Diamond Pkwy, Unit 103
Reno, NV 89521
p 775.782.2322
f 775.782.7084

TAHOE TRANSPORATION DISTRICT

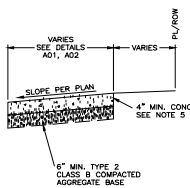
TOPSY LANE BUS SHELTER

LEGEND, ABBREVIATIONS, AND NOTES

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ENGINEER: PF	DRAWING: SEE LABEL
SCALE: N.T.S.	SHEET: C2
DATE: 08/28/2025	OF: 3 SHEETS

PERMIT SET - 09/11/2025

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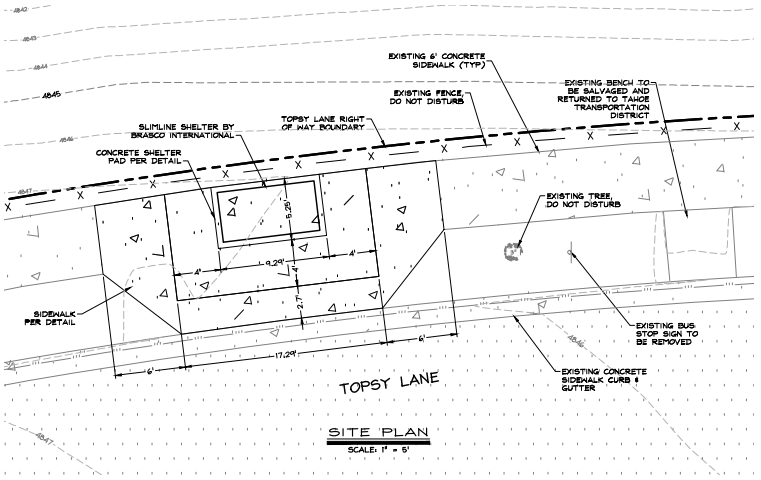


NOTES:

1. PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 337 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED EVERY 10 FEET. ON SIDEWALKS WIDER THAN 5 FEET, THE JOINTING PATTERN SHALL BE 0.8 TO 1.2 TIMES THE WIDTH OF THE SIDEWALK, NOT TO EXCEED 8 FEET. THE JOINTS SHALL PENETRATE TO A DEPTH OF 2 INCHES AND BE CONSTRUCTED IN CONFORMANCE WITH SECTION 312 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION; SEE "PCC JOINTING" DETAIL A11.
3. EXPANSION JOINTS SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED IN SECTION 312 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. TYPE 2, CLASS B AGGREGATE BASE SHALL CONFORM TO SECTION 200 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND SHALL BE MECHANICALLY COMPACTED IN CONFORMANCE WITH SECTION 308 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
5. CONCRETE SIDEWALK SUBJECT TO COMMERCIAL AND INDUSTRIAL DRIVEWAY TRAFFIC SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES.
6. NO OBSTRUCTION, SUCH AS UTILITY POLES, SIGNAL POLES AND CONTROLS, WATER METER BOXES, PULL BOXES, ETC. ARE ALLOWED WITHIN SIDEWALKS.
7. FOR SIDEWALKS WITHIN DOWNTOWN GARDNERVILLE, PROVIDE TREE GRATES AND CONCRETE SCORING AS REQUIRED BY THE TOWN IN CONFORMANCE WITH THE TOWN'S TREE GRATE AND STAMP DETAIL. SEE SEPARATE TOWN OF MINDEN DETAILS WHERE APPLICABLE.

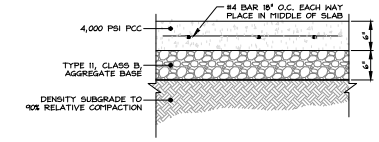
PAGE 1 OF 1

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION: DOUGLAS COUNTY
			TYPICAL SIDEWALK	DATE: JULY 2017
				DWG: A06



SITE PLAN

SCALE: 1" = 5'

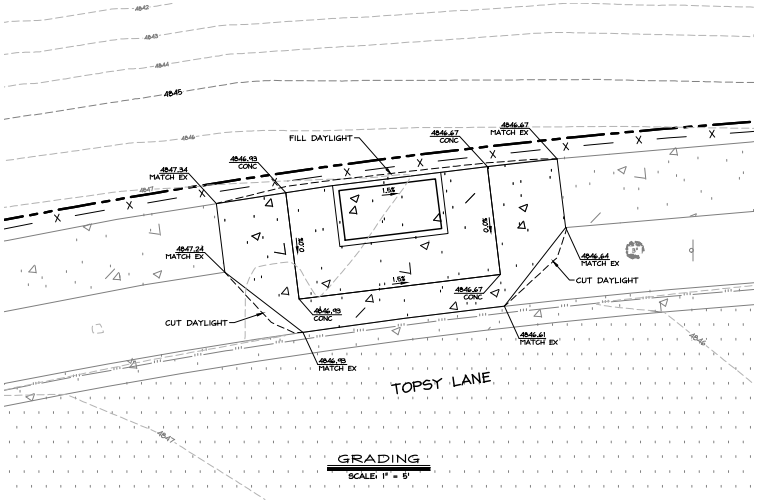


NOTES:

1. CONCRETE SHALL BE 4,000 PSI WITH TYPE II CEMENT AND FIBERMESH REINFORCEMENT
2. PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 337 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS.
3. EXPANSION JOINTS SHALL BE CONSTRUCTED BETWEEN THE PAD AND SIDEWALK.

SHELTER PAD PAVEMENT SECTION

NTS



GRADING

SCALE: 1" = 5'

NO.	DATE	REVISION BLOCK	BY

SCALE: 1" = 5'

WILSON ENGINEERS
WWW.WILSON-ENGINEERS.COM
MINDEN
1329 Ezell Wright Ave
P.O. Box 2038
Minden, NV 89423
p 775.782.2022
f 775.782.7084
RENO
9060 Double Diamond Pkwy, Unit 18
Reno, NV 89521
p 775.782.2022
f 775.782.7084

TAHOE TRANSPORATION DISTRICT

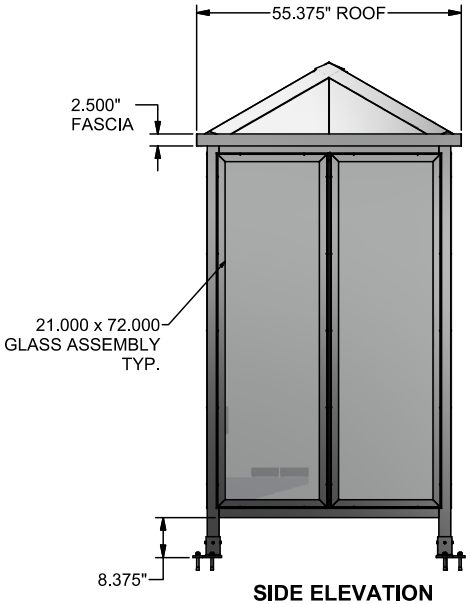
TOPSY LANE BUS SHELTER

SITE & GRADING PLAN

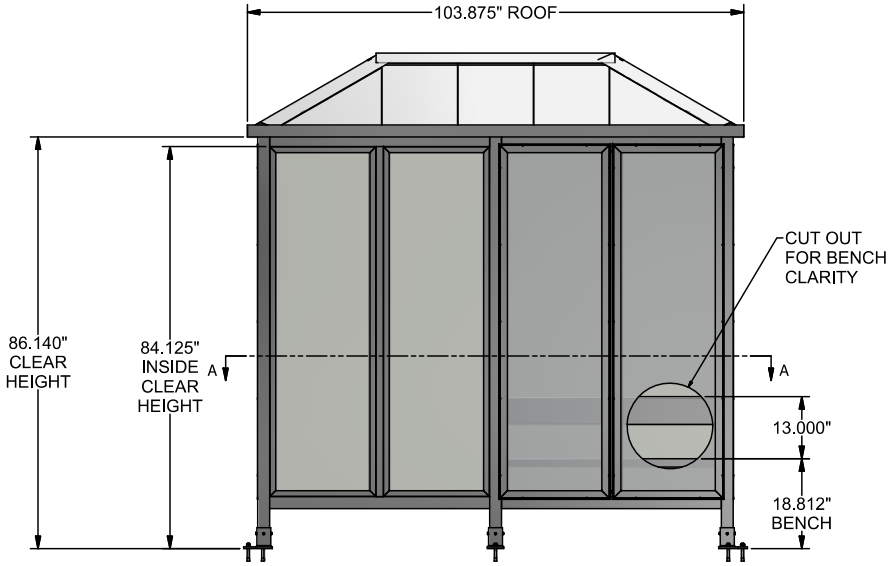
DRAWN: LAC	JOB: 2500131
ENGINEER: PF	DRAWING: SEE LABEL
SCALE: 1" = 5'	SHEET: C3
DATE: 08/28/25	OF: 3 SHEETS

PERMIT SET - 09/11/2025

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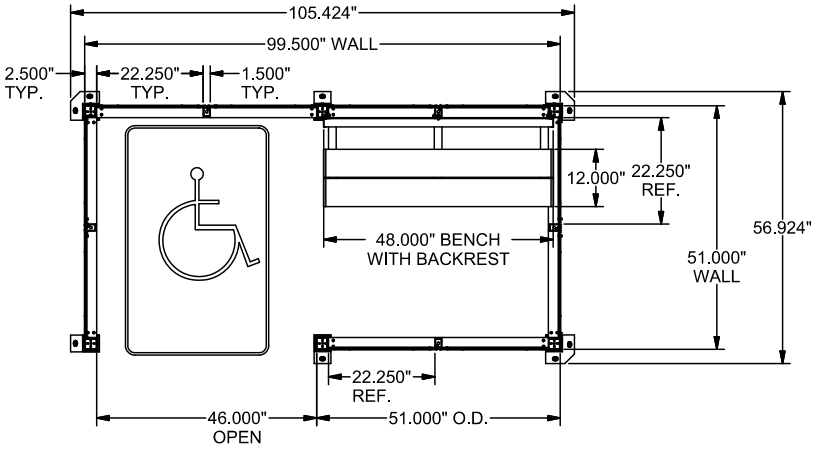


SIDE ELEVATION



FRONT ELEVATION





SECTION A-A

QUANTITY (2) SHELTERS SPECIFICATIONS:

- DARK BRONZE ANODIZED ALUMINUM STRUCTURE
- 1/4" CLEAR TEMPERED SAFETY GLASS
- 4' WALL MOUNTED BENCH WITH BACKREST
- STANDING SEAM BRONZE FLUROPAN ALUMINUM HIP ROOF WITH 2.5 FASCIA WITH INTEGRAL GUTTER

BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

SIGNED:_____ DATE:_____

Brasco

BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DR.
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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CUSTOMER:		DESIGNER:	CHECKER:
GBEX, LLC		CMP	KY
PROJECT:		DATE:	DATE:
SLIMLINE SHELTER ASSEMBLY		03-12-24	03-12-24
MODEL:	JOB #	SHEET:	REVISION:
SL-0408-F-R-HI-AL-TG-0-0-0	7387	S001	A

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the 2025 Annual Report from the Douglas County Community Services Foundation. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept the 2025 Annual Report from the Douglas County Community Services Foundation as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
In accordance with the Memorandum of Understanding between Douglas County and the Douglas County Community Services Foundation, an annual report is prepared to summarize funds transferred to Douglas County for expenditures supporting the County's Community and Senior Centers. The Foundation, a Nevada-based 501(c)(3) nonprofit established in 2011, is dedicated to financially supporting and enhancing these facilities through funding for capital projects and essential equipment. Through generous donations from individuals and businesses, the Foundation has raised millions of dollars since its inception to support improvements and needed amenities at the County's Community and Senior Centers.

ATTACHMENTS:
Annual Report 2025.pdf

MISSION STATEMENT:
TO FINANCIALLY SUPPORT AND ENHANCE DOUGLAS COUNTY'S RECREATION AND SENIOR CENTERS THROUGH FUNDING OF CAPITOL PROJECTS AND EQUIPMENT.

501 (C) (3) EIN 45-3992227

DOUGLAS COUNTY
Community Services
FOUNDATION

Chairperson of the Board	Renea Louie
Vice Chairperson	Brenda Robertson
Treasurer	Drew Aguilar
Director	Brook Adie
Director	Gary Dove
Director	Doug Johnson
Director	Steve Kirkpatrick
Director	Doug Sonnemann

Foundation Elite Founders

Young at Heart Senior Citizen Club
Carson Valley Health
Frontier Communications

Foundation Founders

Ken & Marietta Alexander
Bently Heritage
Bently Nevada A Baker Hughes Company
Bobbi Thompson

Foundation Sponsors

Mr. & Mrs. Drew Aguilar
Don & Judy Babb
Core Construction
Curtis & Sons Construction, Inc.
Douglas County Sheriff Department
J and J Mechanical Sparks NV
Mr. & Mrs. Louie
Doug & Cindy Petersen
Starbucks Carson Vally Roasting Plant
Albert Tootikian
Western Nevada Supply

2025 Community Services Foundation Annual Report

In accordance with the Memorandum of Understanding approved by the Foundation and Douglas County, an Annual Report is to be prepared summarizing the funds transferred to Douglas County for expenditures on the County's Community and Senior Centers.

Foundation Mission

The Douglas County Community Services Foundation is dedicated to financially supporting and enhancing Douglas County's Community and Senior Centers through the funding of capital projects and essential equipment. Established as a domestic non-profit 501(c)(3) organization in Nevada in 2011, the Foundation operates solely on generous donations from individuals and businesses committed to strengthening our community. Since its inception, the Foundation has raised millions of dollars in support of these centers, helping fund projects and much needed amenities.

2025 donations received $70,377
Highlights:

- $5,000.00 Incredible Kids Fund
- $3,493.54 Brick Purchases
- $14,210 Annual Auction
- $47,672 from other fundraising and donations

2025 Expenditures $80,042.02
Highlights

- $1,571.00 DART youth/teen bus rides
- $63,614.00 Community Center scholarships

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize the Community Services Department to purchase one transit van with a rear entry-wheelchair lift and side entry bus door access for $98,340 from Las Vegas Bus Sales. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Authorize the Community Services Department to purchase one transit van with a rear entry-wheelchair lift and side entry bus door access for $98,340 from Las Vegas Bus Sales.

FINANCIAL IMPACT:
The total amount of the grant award is $100,000 to be used for the purchase of new vehicle. $85,000 of that amount is grant funding, and $15,000 is the County's match requirement. The grant has been assigned project number 25F24 and is accounted for in the "Capital Outlay - Grants" account in the Senior Services Fund (260-680 562.100). Upon approval of this item, the Community Services Department will request a Purchase Order from the Finance Department which will be used to purchase the vehicle. After the purchase of the vehicle, the Community Services Department will request reimbursement from CAMPO for its share of the purchase.

BACKGROUND:

Douglas County Community Services was authorized by the Douglas County Board of County Commissioners on March 16, 2023, to apply for grant funding through the Carson Area Metropolitan Planning Organization (CAMPO) for the purchase of a new van to support the Douglas Area Rural Transit (DART) program.

On April 17, 2025, Douglas County Community Services was awarded $100,000 for the acquisition of a new vehicle. Of this total, $85,000 is provided through grant funding, with the remaining $15,000

funded by Douglas County as the required local match.

CAMPO serves the northern portion of Douglas County, generally from Johnson Lane north to the county line. This award will enable the DART program to continue expanding transit services to underserved and outlying areas, enhancing accessibility and mobility for residents within the service region.

In accordance with applicable state and county procurement policies, Douglas County Community Services solicited proposals from multiple qualified vendors. Four proposals were received and evaluated as follows:

- **Las Vegas Bus Sales** – $98,340.00 (Rear Entry ADA Lift; Side Entry Bus Doors)
- **RO Bus Sales** – $92,662.50 (Rear Entry ADA Lift; No Side Entry Bus Doors)
- **Model 1** – $107,886.00 (Quote #1) (Rear Entry ADA Lift; Side Entry Bus Doors)
- **Model 1** – $121,066.00 (Quote #2) (Side Entry ADA Lift; Side Entry Bus Doors)

After careful review, the Douglas County Community Services Department recommends proceeding with the quote from Las Vegas Bus Sales for $98,3400. Although not the lowest bid, this proposal includes the preferred side entry bus door configuration, which significantly enhances accessibility and ease of boarding for passengers utilizing the service. The additional functionality supports the Department's commitment to providing safe, efficient, and accessible public transportation services.

ATTACHMENTS:
Las Vegas Bus Quote - FT MTR-313-1-A.pdf
Model 1 - Quote 1 - MT22G0802EYT24_PriceProposal - Rear Lift.pdf
Model 1 - Quote 2 - MT22G0802FOT24_PriceProposal - Side Lift.pdf
RO Bus Sales Quote - 2024 Ford Transit HR ADA Rear Lift.pdf
CV Metropolitan Planning Agency - signed by all parties.pdf

Las Vegas Bus Sales
4530 E Carey Ave
Las Vegas, NV 89115

Voice: 877-456-9800

QUOTATION

Quote Number: LVB FT MTR-313-1-A
Quote Date: Feb 16, 2026
Page: 1

Quoted To:
Las Vegas Bus Sales 4530 East Carey Ave. Las Vegas, NV 89115

Purchase Order #	Good Thru	Payment Terms	Sales Rep
	3/18/26		Marcus Herman

Quantity	Line Item ID	Description	Unit Price	Amount
		2026 Ford Transit 350 HD		
		148 Extended High Roof		
		U5X Body Code - AWD		
		VIN#		
		White w./ Vinyl		
1.00		Ford Transit Med-Transit Pro		
1.00		OEM Headliner and Sidewalls		
1.00		OEM AC and Heat		
1.00		OEM Lighting		
1.00		Bi-Fold Bus Door		
1.00		Wheelchair Shoulder Belts		
2.00		L-Track Installation		
1.00		QS Tie Down Sets		
1.00		ADA Interlock w./ High Idle		
1.00		Braun Century 34x51 800# - Rear Entry		
1.00		Altro Storm w./ Plywood Subfloor		
8.00		Re-Install Ford OEM Seats		
1.00		Front Row Ford OEM Seat Modification		
1.00		Freedman GO-ES Double Foldaway Seats		
1.00		Freedman GO-ES Single Foldaway Seats		
1.00		Driver & Passenger Steel Running Boards Powered Coated		
1.00		PSV Safety Kit (Backup Beeper, First Aid, Triangles, Fire Ext., Etc.)		
2.00		Yellow Stainless Steel Grab Bar		
1.00		Vehicle Freight		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

Acknowledgment
By signing below, the buyer confirms that all information has been reviewed and approved. LVBS will proceed with production in accordance with the above specifications.

Buyer acknowledges that 14 days after order is processed, changes to the order may not b possible or may incur additional surcharges and schedule delays.

Signatures

Buyer Representative: _____ Date: _____

QUOTATION

Quote Number: LVB FT MTR-313-1-A
Quote Date: Feb 16, 2026
Page: 2

Quoted To:

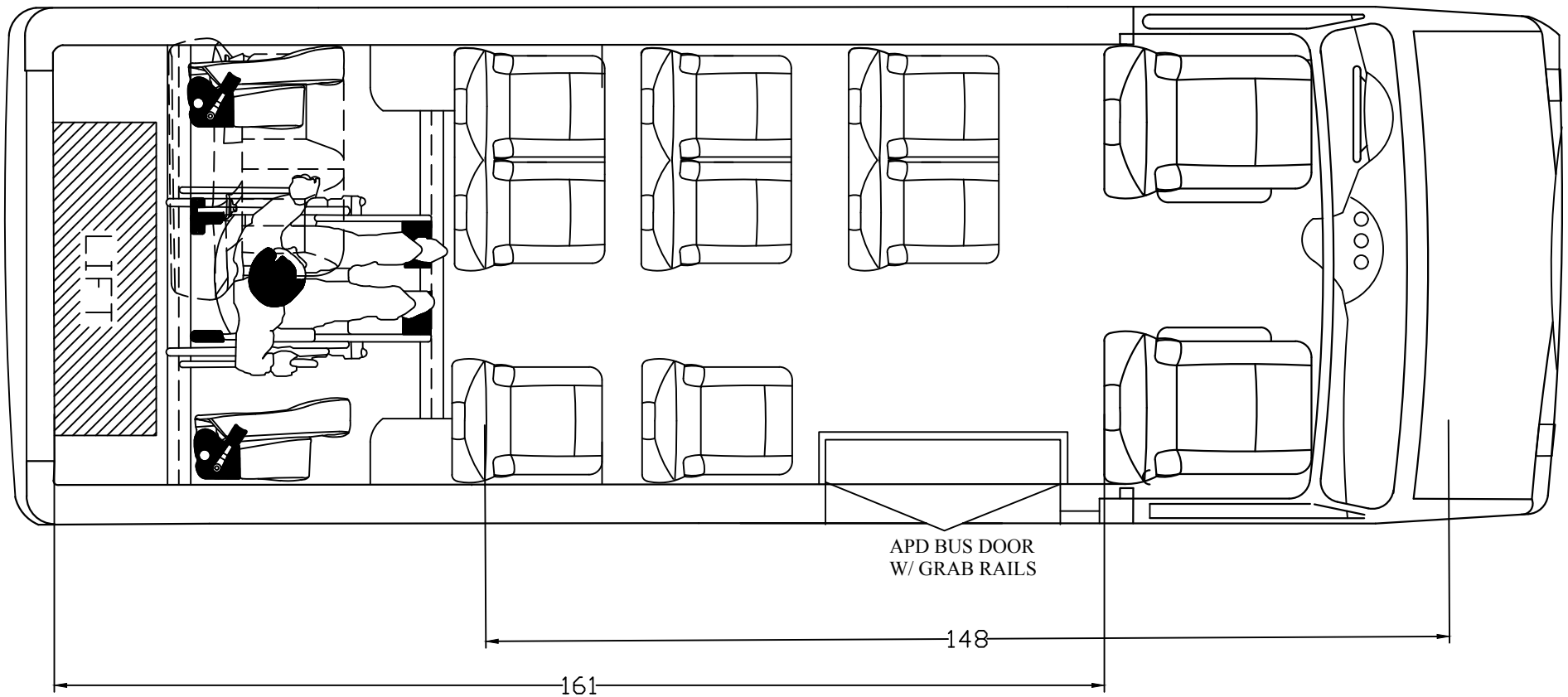
Purchase Order #	Good Thru	Payment Terms	Sales Rep
	3/18/26		Marcus Herman

Quantity	Line Item ID	Description	Unit Price	Amount
1.00		Vehicle Invoice to Dealer for U5X with OEM Seats		
1.00		Olathe Ford Chassis		

Subtotal	98,340.00
Sales Tax	
TOTAL	**98,340.00**

PRIME TIME SV FLOOR PLAN

FORD TRANSIT 350 EL MTR-313-1-A



NOTE: DIMENSIONS MAY NOT BE ACCURATE
THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.

THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF PRIME TIME SV. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED BY PRIME TIME SV.

REV LET	REVISIONS	BY	CHK	DATE	ECN NO

TOL UNLESS OTHERWISE SPECIFIED		DATE	ASSY #
		8/12/19	
DIM.	TOL.	CHKR	REL. DATE
0.00	±0.062"	SUPERCEDES	
0.000	±0.031"	DRAFTSMAN BRAD M.	

PRIME TIME SV

NAME	XXXXXXXXXXXXXXXXXXXXXXXXXX
SCALE	DWG NO.
DISK NO.	SHEET OF

MODEL 1

PRICE PROPOSAL

2024

MobilityTrans

Ford Transit 350

Prepared for

Douglas County Parks & Rec

CONTACT

Date Issued: 02.24.2026
Name: Casey Gaskins
Phone: 682.226.9616
Email: cgaskins@model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver — starting with deep relationships all the way back at the manufacturer level. And with the nation's largest inventory of commercial vehicles, you'll never be short on the best choices to make for your business.

SALES EXPERIENCE

550+ Years of Collective Bus Sales Experience Servicing Over 1,500 Customers Annually

COMPETITIVE PRICING

Volume Discounts
Fixed Contract Pricing

IN-HOUSE FINANCING

Seamless Transactions
Flexible Solutions

NATIONWIDE NETWORK

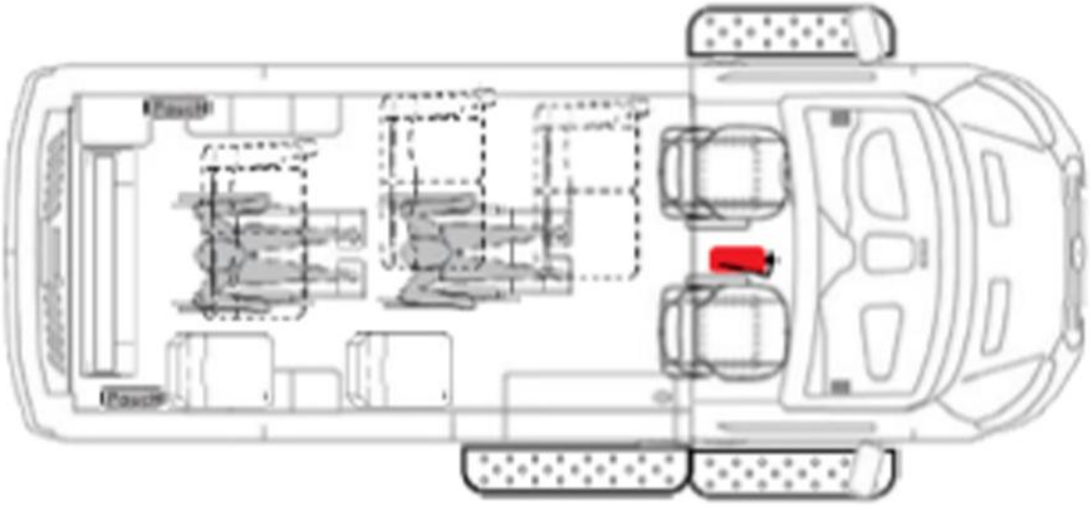
21 Full-Service Locations
Nationwide Partners with 25+ Top Manufacturers

IMAGES & FLOORPLAN









SPECIFICATIONS

CHASSIS

- 2024 Ford Transit 350, High roof wagon, Extra Long Length
- Power: Ford 3.5L V6
- Drive: Rear Wheel Drive
- High Engine Idle Option for Intermotive Interlock System
- GVWR: 10,500 lbs.
- Fuel Type: Gas
- Drive Shaft Retainer Loop

EXTERIOR

- Exterior Color: White
- Wheelbase: 148”
- Rear Side Curb Lift Doors
- 8” Stainless Steel Driver & Co-pilot running Boards
- 8” Stainless Steel Passenger Running boards
- Dual Leaf 84” Bus Door – Yellow Handles
- Red/White Reflectors on Rear of Van
- Re-Route Exhaust Pipe to Steet Side

INTERIOR

- OEM A/C & Heat
- Braun Lift 1000lb 34” Century 2
- Grey Altro Flooring
- Farebox – Mounted on Pole w/ Light
- Bus Step Entry Light
- Equipment Shelf on Copilot Seat Shelf
- Additional Bus Step Entry Light
- 8”x12” Torso Pad
- “Watch Your Step” on Risers
- Convex Interior Mirror
- Walker Rack
- Interior Cameras (8)

SAFETY

- Rear view camera
- 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors
- Q’Straint Deluxe Tiedowns, L-Pod Anchors, Lap & Retractable Shoulder Belts
- (2) Retractable Shoulder Harness with Height Adjustment
- T.D.S.S. Slide-N-Click Tiedown Storage System – Under Double Foldaway
- Amerex Model A417 In Place of Safety Equipment Fire Extinguisher

PASSENGER SEATING OPTIONS

- 10 Ambulatory, 0 Wheelchairs
- 8 Ambulatory, 1 Wheelchair

SEATING

Passenger Seating:

- (3) 2 passenger GO-ES Seat, (9) Seat top-mounted grab handle, Fabric: Level (6) CBS Jordan Blue
- (4) US Armrest, Black Molded – Aisle Side Only
- (1) 1 Passenger GO-ES Seat w/ 3pt Belt – 16” Wide
- (1) 2 Passenger GO-ES Seat w/ 3pt Belt – 32” Wide
- (2) 2 Passenger GO-ES Foldaway Seat w/ 3pt Belt – 35” Wide
- (1) 2 passenger GO-ES Forward facing fold away seat

(1) OEM Co-Pilot, Driver’s Seat

WARRANTY

Manufacturer Warranty	Electrical Components: 8 Years / 100,000 Miles Bumper to Bumper: 3 Years / 36,000 Miles Safety Restraint System: 5 Years / 60,000 Miles Corrosion (Perforation Only): 5 Years / Unlimited Miles
Chassis Warranty	3 Years / 36,000 Miles

All vehicles come with warranty, but Model 1 offers more value without the added cost.

Our coverage and support come with each of our new vehicles — *standard*.

WE PROCESS ALL THE WARRANTY REGISTRATIONS

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

WE HANDLE ALL THE PAPERWORK

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

REPAIR FACILITIES NEAR YOU

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

NO MORE CLAIM FORMS

Model 1 handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

LONGER WARRANTY PERIOD

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

PRICING

DESCRIPTION	AMOUNT
Sourcewell Contract 081325-CRE	**$107,886.00**

**Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.*

**Delivered*

MODEL 1

PRICE PROPOSAL

Prepared for

Douglas County Parks & Rec

2024

MobilityTrans

Gamechanger

CONTACT

Date Issued: 02.24.2026
Name: Casey Gaskins
Phone: 682.226.9616
Email: cgaskins@model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver — starting with deep relationships all the way back at the manufacturer level. And with the nation's largest inventory of commercial vehicles, you'll never be short on the best choices to make for your business.

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Fixed Contract Pricing

IN-HOUSE FINANCING

Seamless Transactions
Flexible Solutions

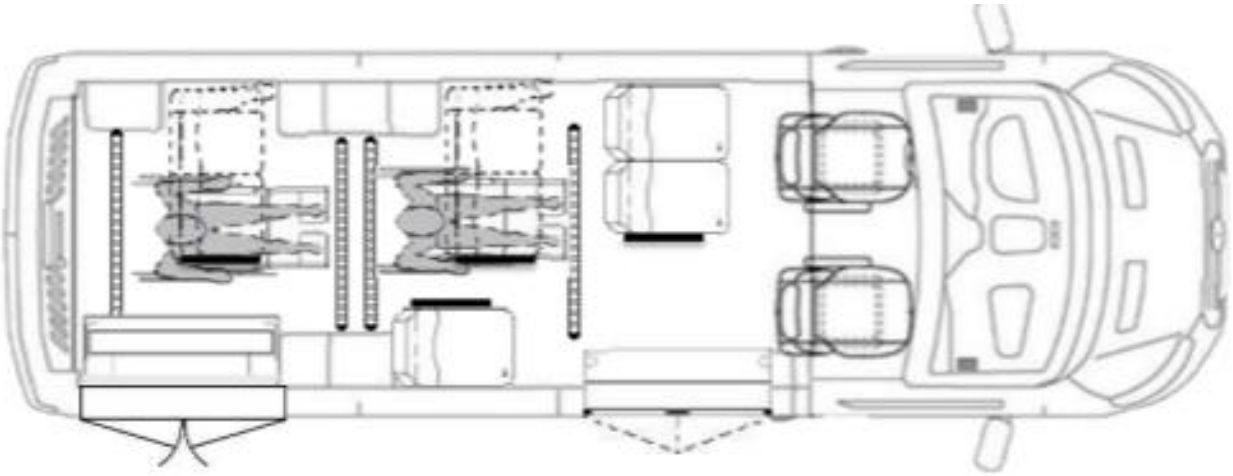
NATIONWIDE NETWORK

21 Full-Service Locations
Nationwide Partners with 25+ Top Manufacturers

IMAGES & FLOORPLAN







SPECIFICATIONS

CHASSIS

- 2024 Ford Transit 350, High Roof, U4X Series
- Power: Ford 3.5L V6
- GVWR: 10,360 lbs.
- Fuel Type: Gas

EXTERIOR

- Exterior Color: White
- Wheelbase: 148”
- Bus Door – 36” x 84”
- Gamechanger Door
- Bus Door Includes Tint Bus Door
- HD Stainless Steel Driver Side Door Running Board
- HD Stainless Steel Co-Pilot Side Door Running Board

INTERIOR

- OEM A/C & Heat
- Flooring: Gerflor Anthracite Gray
- Bus Door Includes Aluminum Step Nosing w/ Yellow Strip on Each Step
- 1.25” Vertical Grab Rails on Each Side of Bus Door
- Full Wood Subfloor – 5/8” Plywood
- Upgrade Wood Floor to ¾” Marine Grade Plywood

SAFETY

- Rear view camera
- Q’Straint QRT Deluxe Retractor Kit (2)
- Q’Straint VR Fixed Point Wheelchair / Shoulder & Lap Belt Mounted
- Seat Belt Installed on Braun Lift

WHEELCHAIR ACCESSIBILITY

- Braun Lift 1000lb 34”x51” Century Curbside Lift
- Intermotive W/C Lift Interlock / Fast Idle

LIGHTING

- Bus Door Includes LED Light on Each Step

ACCESSORIES

- Priority Seating Sign *Required for ADA Compliance*
- Wheelchair Decal

PASSENGER SEATING OPTIONS

- 8 Ambulatory, 0 Wheelchair
- 6 Ambulatory, 1 Wheelchair
- 4 Ambulatory, 2 Wheelchair

SEATING

Passenger Seating:

- (7) Fabric: Level 1 Black Vinyl
- (4) US Armrest, Black Molded – Aisle Side Only
- (1) GO-ES Mid-High Rigid Single Seat
- (1) GO-ES Mid-High Rigid Double Seat
- (2) GO-ES Mid-High Rigid Double Foldaway Seat

(1) OEM Co-Pilot, Driver’s Seat

WARRANTY

Manufacturer Warranty	Bumper to Bumper: 3 Years / 36,000 Miles
Chassis Warranty	3 Years / 36,000 Miles

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PRICING

DESCRIPTION	AMOUNT
Sourcewell Contract 081325-CRE	**$121,066.00**

**Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.*

**Delivered*

RO Bus Sales
2701 Westwood Drive
Las Vegas, NV 89109
Phone/Fax: 702-798-0029 / 702-835-1434

Retail Buyer's Order & Invoice			
Date:	2/25/2026	Sold to:	Douglas County Community & Senior Center
Sales Mgr.	Joe Machin	Address:	1329 Waterloo Lane
Sales Person:	Elizabeth Diaz	City/ST/Zip:	Gardnerville, Nevada 89410
Stock #:	24085091	Phone:	775-782-5500 ext. 1
Vin No.	1FTBF4X80RKA42888	Delivered to:	Amanda Reid
Invoice#	TBD	Address:	
P.O. #	TBD	City/ST/Zip:	
		Email:	areid@douglasnv.us

Vehicle Specifications and Major Components Sold:

Type	Year	Manufacturer	Model	Description	Amount
Van	**2024**	**Ford**	**Transit**	**7 Passenger ADA**	**92,662.58**
					-
					-

2024 Ford Transit 148 High Roof Extended Length Dual Rear Wheel, 7 Passenger with 2 Wheelchair Positions plus Driver and Co-pilot seat, 3.5L Gas Engine, Automatic Transmission, Braun Rear Lift, Securement System Package, Aftermarket Window Tint, Safety Package, Fast Idle System with Interlock System, Power Windows & Door Locks, Back-up Alarm, 3 Double Flip Seats, 1 Single Flip Seats, Rearview Camera.

Sales Price:		92,662.58		
Freight - Subject to Change		$1,200.00		
Mobility Rebate		Included	[ ]	*RO* Limited Warranty (30 Days)
Upfit Disc.		Included		(Check Box)
Other Charges			[x]	Factory Certified Warranty
Subtotal		$93,862.58		(Check Box)
			[ ]	As Is, No Warranty
Subtotal		$93,862.58		(Check Box)
DMV Title		$28.25		
Doc Fee		$470.25		
Sales Tax	8.375%	Exempt		
Total Price		**$94,361.08**		
Down Payment			***10% Deposit Required***	
Balance Due		**$94,361.08**	***Make Check Payable to: RO Bus Sales***	

Quote Valid for 30 Days Only

It is agreed and understood that no warranties of any kind or character, either expressed or implied are made by you of and concerning the vehicle to be delivered to me, other than the usual dealer's warranties if any. In the event of increase in price by manufacturer before delivery I agree to pay the difference in price. No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned buyer, as purchaser thereunder.

This order is not valid unless signed and accepted by dealer and approved by responsible Finance Company as to deferred balance.

This offer shall be void in event of war, strikes, conditions preventing delivery by the manufacturer or other conditions beyond the the control of the Company. At the option of the company, in event of the happening of any said events, the terms and conditions of

The undersign purchaser hereby offers to purchase from R O Bus Sales the vehicle(s) listed above under the terms specified. this sale shall be readjusted. I expressly ordered the accessories installed on this vehicle.

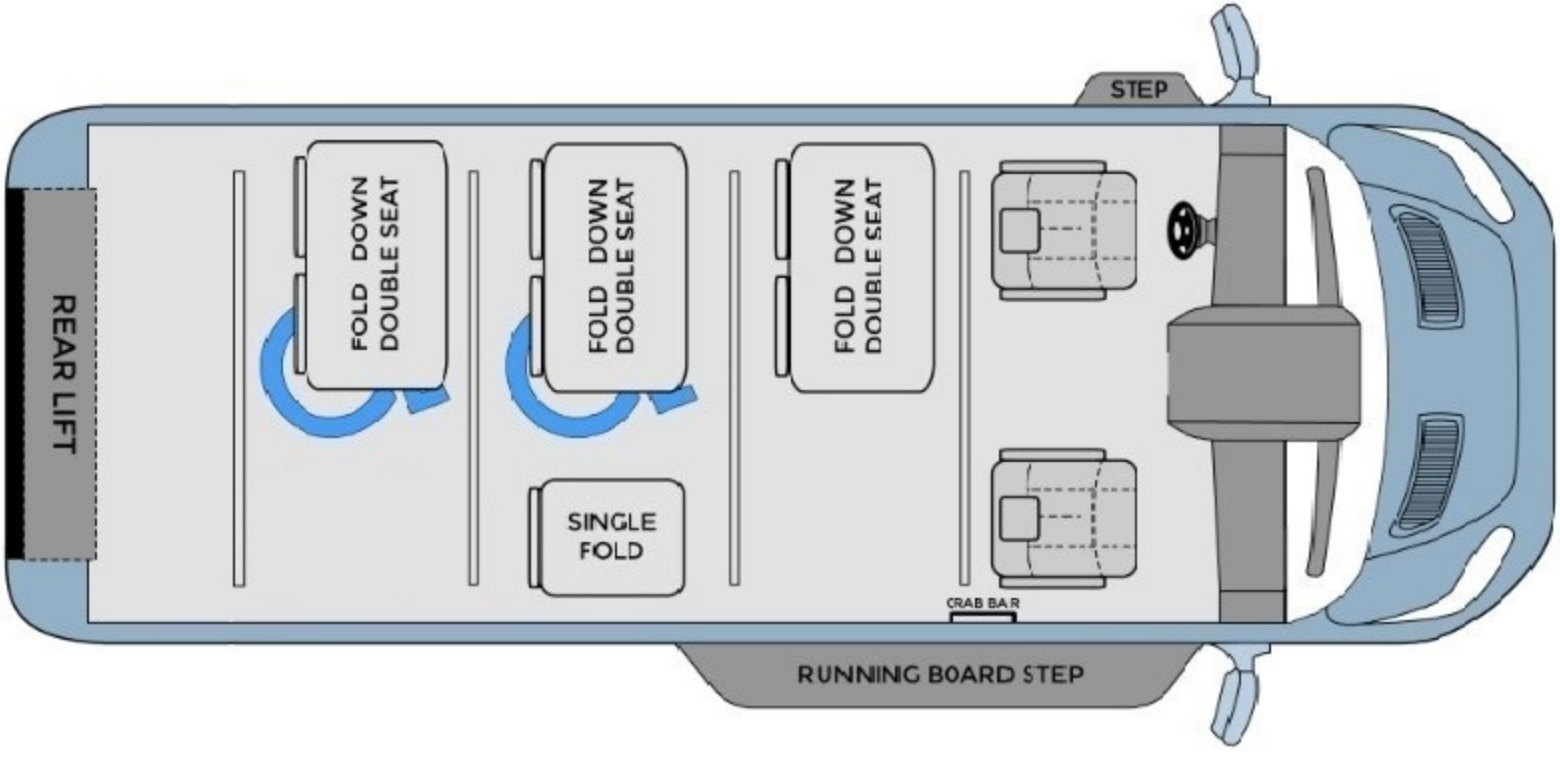
Douglas County Community & Senior Center

DISCLAIMER OF WARRANTIES

The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

Elizabeth Diaz	Amanda Reid
Sales Representative	Purchaser Name
Elizabeth Diaz	
Sales Representative's Signature	Purchaser's Signature
2/25/2026	
Date	Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL



Approved By

Date

CARSON AREA METROPOLITAN PLANNING ORGANIZATION BUS AND BUS FACILITIES, SECTION 5339 CAPITAL ASSISTANCE GRANT AGREEMENT

This Grant Agreement (hereinafter "AGREEMENT") by and between the CARSON AREA METROPOLITIAN PLANNING ORGANIZATION, a political subdivision of the State of Nevada (hereinafter "CAMPO"), and DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "SUB-RECIPIENT"). CAMPO and SUB-RECIPIENT may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, on February 26, 2003, CAMPO was designated by the Governor of Nevada in accordance with the provisions of Title 23 United States Code (USC) § 134 as the metropolitan planning organization for the Carson City urbanized area; and

WHEREAS, CAMPO is tasked with the process for planning transportation and transit services as well as expenditures of Federal funds within the metropolitan planning organization boundary; and

WHEREAS, Urbanized Area Formula Grants are allocated by the Federal Transit Administration ("FTA") for use by qualifying urban areas for the expansion, enhancement, and increased use of transit services including through FTA formula grant apportionments provided by Title 49 USC § 5339; and

WHEREAS, the purpose of Title 49 USC § 5339 is to provide funding to replace, rehabilitate and purchase buses, bus-related equipment, and/or construct bus-related facilities; and

WHEREAS, the Nevada Department of Transportation, as the designated recipient of FTA formula grant apportionments under Title 49 USC § 5339 has approved the allocation of all apportioned small urbanized area funding solely to CAMPO; and

WHEREAS, the purpose of this AGREEMENT is to provide Title 49 USC § 5339 funding to SUB-RECIPIENT to purchase a transit vehicle for use in the SUB-RECIPIENT's transportation program, hereinafter called "PROJECT"; and

WHEREAS, CAMPO has accepted and approved an application for the PROJECT from the SUB-RECIPIENT who operates transit services in the Carson City urbanized area and is eligible for Federal financial assistance; and

WHEREAS, before FTA formula grant apportionments will be made available to the SUB-RECIPIENT, the SUB-RECIPIENT and CAMPO are required to enter into an agreement whereby the functions of the PROJECT are identified; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

NO. DC-2057-2015
05/29/2015
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY _____ DEPUTY

Article I. Purpose of the Agreement

1. The purpose of this AGREEMENT, as further set forth within the SUB-RECIPIENT'S Application, attached hereto and incorporated herein as Attachment "A", is to provide financial assistance to assist SUB-RECIPIENT in financing the Project's expenses that are eligible for federal assistance and to state the terms, conditions, and mutual understanding of the Parties as to the manner in which the PROJECT will be

undertaken and completed. Furthermore, this AGREEMENT establishes the financial responsibilities of the SUB-RECIPIENT.

Article II. Scope

1. The SUB-RECIPIENT shall purchase the transit vehicle in a manner consistent with FTA Third-Party Contracting Requirements (FTA Circular 4220.1F, latest version) incorporated herein by reference, that best meets the needs of the SUB-RECIPIENT'S PROJECT, as described in Attachment "A".

2. The SUB-RECIPIENT shall manage the PROJECT and purchase the transit vehicle following CAMPO's Policies and Procedures attached hereto and incorporated herein as Attachment "B", and shall use all forms and templates required by CAMPO for procurement. These forms and templates will be provided by CAMPO.

3. SUB-RECIPIENT shall provide CAMPO all procurement documents prior to release for CAMPO's review and comment, and SUB-RECIPIENT shall incorporate revisions as required.

4. The SUB-RECIPIENT shall contribute eligible matching funds, provide required reporting to CAMPO, maintain the required records and files, and administer the PROEJCT according to CAMPO's Policies and Procedures and Title 2 Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at www.transit.dot.gov.

5. This AGREEMENT is based on the federal funds available through the FTA from Federal Fiscal Years 2022 and 2023. The SUB-RECIPIENT's UEI number is KE5GF37F6F95.

Article III. Designation of Authority

1. The SUB-RECIPIENT authorizes CAMPO to apply for State and Federal financial assistance for the PROJECT.

Article IV. Financial Responsibility

1. The FTA formula grant apportionment applicable to this AGREEMENT is a reimbursable program requiring matching funds to be contributed to the PROEJCT by the SUB-RECIPIENT. The SUB-RECIPIENT shall provide the necessary local match funds for the PROJECT prior to submittal of allowable reimbursable expenses to CAMPO.

2. The total amount of Title 49 USC § 5339 funding for the PROJECT shall not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) with the FTA formula grant apportionments funding Eighty Five Thousand and 00/100 Dollars ($85,000.00) and the SUB-RECIPIENT, through eligible matching funds, funding Fifteen Thousand and 00/100 Dollars ($15,000.00). SUB-RECIPIENT shall be responsible for any and all PROJECT costs exceeding One Hundred Thousand Dollars ($100,000.00).

3. The SUB-RECIPIENT shall, at the time of delivery of the bus, provide proof of sufficient funds to operate and maintain the PROJECT, and CAMPO shall not be responsible for

the operation and maintenance, or for any other expense incurred by SUB-RECIPIENT for any reason other than those of the PROEJCT.

Article V. Performance

1. The term of this AGREEMENT shall commence on the last date written below and will terminate on June 30, 2030, unless terminated earlier in accordance with Article VIII of this Agreement.

2. The SUB-RECIPIENT shall comply with all terms, conditions, and requirements of this Agreement, the FTA as required by Chapter 53 of Title 49 of the U.S. Code, the Bipartisan Infrastructure Law, and other applicable federal laws.

3. The SUB-RECIPIENT will make available to CAMPO immediately upon request, but no later than five business days after the request such information needed to comply with FTA reporting requirements including grant milestones, narrative progress reports, and Financial Status Reports.

4. The SUB-RECIPIENT shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction (49 CFR Part 673), Environmental Protection (23 CFR Part 771), School Bus Transportation (49 USC § 5323(f)), Charter Service (49 USC § 5323(d)), Equal Employment Opportunities Programs, and Public Notices and as certified by the SUBRECIPIENT in its application for funds. The SUBRECIPIENT shall comply with 49 USC § 5323(d) and 49 CFR Part 604, which provide that CAMPO and a grantee of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.

5. The SUB-RECIPIENT will comply with all applicable FTA required drug free workplace and alcohol testing regulations. In order to certify compliance, the SUB-RECIPIENT shall use the "Substance Abuse Certifications" contained within the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published by the FTA annually and found in the Federal Register at www.fta.dot.gov.

6. The SUB-RECIPIENT must comply with all provisions as required under its agreements with the Nevada Department of Transportation ("NDOT"), including, but not limited to; drug and alcohol testing polices; Management Information System (MIS) reports; Transit Asset Management (TAM) reporting and target setting; Public Transit Agency Safety Plan (PTASP) compliance; complaint resolution process and forms; etc.

Article VI. Project Assets

1. The following paragraphs describe the procedure for operating and using vehicles purchased using FTA formula grants as part of the PROJECT.

2. Registration of vehicles purchased as part of the PROJECT shall be in the name of the SUB-RECIPIENT, and CAMPO shall be identified as the lienholder on the

Certificate of Title throughout the minimum useful service life. CAMPO shall hold the Certificate of Title until the minimum useful service life has been met. The minimum useful service life of vehicle types is defined as follows:

Type of Vehicle	Minimum useful service life
Minivans (MV), Vans (VN), and Automobiles (AO)	4 years or 100,000 miles
Minibuses (CU), cutaway style	5 years or 150,000 miles
Buses (BU), GVW 14,000-19,000 lbs.	7 years or 200,000 miles
Buses (BU), GVW 19,001-27,000 lbs.	10 years or 350,000 miles
Buses (BU), GVW greater than 27,000 lbs.	12 years or 500,000 miles

3. The SUB-RECIPIENT agrees that the vehicle purchased as part of the PROJECT shall be used to support the PROJECT described in the SUB-RECIPIENT's Application, (Attachment A) for the duration of their minimum useful service life. The SUB-RECIPIENT shall immediately provide written notification to CAMPO when the vehicle purchased is being used in a manner different from that described in the PROJECT description.

4. The SUB-RECIPIENT shall be responsible for repairing or replacing vehicles if they are damaged by an accident, vandalism, act of nature or any and all other causes at no cost to the PROJECT.

5. When the vehicles are no longer needed, or cannot be used for their intended purposes prior to reaching the minimum useful service life, the SUB-RECIPIENT shall immediately provide written notification to CAMPO. CAMPO, by written instructions, shall direct the SUB-RECIPIENT in the disposal or transfer of the vehicle. Upon the vehicle meeting the minimum useful service life, the SUB-RECIPIENT shall dispose or transfer the vehicle in accordance with FTA guidelines.

6. If vehicles purchased as part of PROEJCT are involved in an accident or collision, then the SUB-RECIPIENT shall immediately provide written notification to CAMPO. The SUB-RECIPIENT shall also provide CAMPO with information collected by the State Highway Patrol and other law enforcement agencies relating to the cause of the accident or collision and citations issued to the drivers involved. Driver training may be recommended to the SUB-RECIPIENT and its drivers.

7. The SUB-RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the federal, CAMPO, and/or state interests in the PROJECT nor shall it obligate itself in any other manner, with any third party with respect to the PROJECT, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of FTA guidelines or is otherwise expressly authorized in writing by CAMPO.

8. The SUB-RECIPIENT shall keep satisfactory records with regard to the use and maintenance of vehicles purchased as part of the PROJECT and shall maintain records detailing the ridership performance and maintenance events throughout the minimum useful service life for the vehicle acquired by the PROJECT. Such information shall also be made available to CAMPO upon request.

9. The SUB-RECIPIENT shall furnish CAMPO with insurance certificates, declaration pages, and endorsements designating CAMPO as an additional insured, evidencing

collision, comprehensive and liability insurance, with a limit of One Million and 00/100 Dollars ($1,000,000.00) per occurrence, and shall provide CAMPO with proof of worker's compensation insurance as required by the Nevada Revised Statutes. All insurance required by this AGREEMENT shall be maintained for term of this AGREEMENT. The policies shall require the provision to CAMPO of no less than thirty (30) calendar days written notice of any modifications or cancellations of said policies. The SUB-RECIPIENT shall furnish CAMPO with certificates, declarations pages, and endorsements evidencing its insurance with the SUB-RECIPIENT's return of the executed Agreement and also at six (6) month intervals during the term of this AGREEMENT.

10. CAMPO and the FTA shall have the right to inventory maintenance records in order to confirm that proper maintenance has been conducted pursuant to the terms of this AGREEMENT. The SUB-RECIPIENT shall adopt the State Preventative Maintenance Plan or approved County/Fleet Maintenance plan, incorporated herein by reference, and shall provide CAMPO with written quarterly reports summarizing the preventative maintenance work and other services performed during each month.

11. The SUB-RECIPIENT shall permit CAMPO, the Comptroller General of the United States, the Secretary of the U. S. Department of Transportation, and/or their authorized representatives, to inspect, physically inventory, and/or audit all elements of the PROJECT purchased as part of the PROJECT, all transportation services rendered by the SUB-RECIPIENT by the use of such PROJECT, and all relevant PROJECT data and records. The SUB-RECIPIENT shall also permit the above-named persons and/or entities to examine the books, records, and accounts of the SUB-RECIPIENT pertaining to the PROJECT.

Article VII. Records and Reports

1. The SUB-RECIPIENT shall advise CAMPO regarding the progress of the PROJECT at such times and in such manner as CAMPO may require, including, but not limited to meetings and interim reports. The SUB-RECIPIENT shall submit to CAMPO, at such time as CAMPO may require, such financial statements, data, records, contracts and other documents related to the PROJECT as may be deemed necessary by CAMPO for internal use of auditing purposes.

2. It is expressly understood that the duly authorized representatives of CAMPO and the FTA shall have access to such records of the SUB-RECIPIENT as they pertain to all matters arising under this AGREEMENT, and the SUB-RECIPIENT will retain records subject to audit, for three (3) years from the Fiscal Year End (June 30th) of the Agreement termination.

Article VIII. Termination

1. This Agreement may, by mutual consent be terminated upon thirty (30) days written notice.

2. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the FTA and the ability of the SUB-RECIPIENT to secure the required matching funds. CAMPO may terminate

this Agreement, and the SUB-RECIPIENT waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason CAMPO's funding from federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. Either Party upon service of written notice of default or breach to the other Party and, upon the following grounds, may terminate this AGREEMENT:

   a. If the SUB-RECIPIENT fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this AGREEMENT; or

   b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the SUB-RECIPIENT or subcontractor to provide the goods or services required by this AGREEMENT is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

   c. If the SUB-RECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

   d. If any party materially breaches any material duty under this AGREEMENT and any such breach impairs the other party's ability to perform; or

   e. If it is found by CAMPO that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SUB-RECIPIENT, or any agent or representative of the SUB-RECIPIENT, to any officer or employee of CAMPO with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice will be the service date.

5. Upon termination or cancellation of the services embraced under this AGREEMENT, all FTA funds granted to SUB-RECIPIENT under this AGREEMENT shall be paid back to CAMPO and the application included in Attachment "A" shall be void.

Article IX: <u>Notices</u>

1. All notices or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR CAMPO:

Christopher Martinovich, Transportation Manager
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701-3498
Phone:(775) 283-7367
Fax: (775) 887-2112
E-Mail: CMartinovich@carson.org

FOR SUB-RECIPIENT:

Douglas Area Rural Transit (DART)
Attention: Geoff Bonar
1329 Waterloo Lane
Gardnerville, NV 89410
Phone:(775) 782-6243
Fax: (775) 783-6457
E-Mail: GBonar@douglasnv.us

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Article X. Miscellaneous Provisions

1. The SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

   a. Debarment and/or Suspension: The SUB-RECIPIENT certifies that neither it nor its principals, or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   b. ADA: The SUB-RECIPIENT and its subcontractors, shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program- specific regulations.

   c. Title VI/Civil Rights: The SUB-RECIPIENT and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

   d. Disadvantaged Business Enterprises ("DBE"s): In connection with the performance of this AGREEMENT, the SUB-RECIPIENT will cooperate with the CAMPO in meeting the CAMPO's commitments and goals with regard to the maximum utilization of DBEs and will use its best efforts to insure the DBEs

have the maximum practicable opportunity to compete for subcontract work under this AGREEMENT.

2. The SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, hereinafter "Regulations", which are herein incorporated by reference and made a part of this AGREEMENT.

b. Nondiscrimination: The SUB-RECIPIENT, with regard to the work performed by it during the term of the AGREEMENT, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUB-RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUB- RECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUB-RECIPIENT of the SUB-RECIPIENT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition.

d. Information and Reports: The SUB-RECIPIENT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by CAMPO or the FTA to be pertinent to ascertain compliance with such Regulations or directives.

e. Sanctions for Noncompliance: In the event of the SUB- RECIPIENT'S noncompliance with the nondiscrimination provisions of this AGREEMENT, CAMPO shall impose such AGREEMENT sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SUB-RECIPIENT under this AGREEMENT until the SUB-RECIPIENT complies, and/or

2. Cancellation, termination or suspension of this AGREEMENT, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by CAMPO and/or FTA.

g. Incorporation of Provisions: The SUB-RECIPIENT will include the provisions of

Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.

3. The SUB-RECIPIENT agrees to include all required Federal procurement clauses in all purchase contracts as required by CAMPO's Policies and Procedures and FTA Required Federal Clauses, attached hereto and incorporated herein as Attachment "C". CAMPO will provide the latest FTA Required Federal Clauses prior to authorizing the purchase of the vehicle. SUB-RECIPIENT shall make non-substantive edits to make it suitable for use by SUB-RECIPIENT.

4. The SUB-RECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

5. The SUB-RECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq. and the Clean Air Act, as amended, 42 USC § 7401 et seq.

6. The SUB-RECIPIENT acknowledges and agrees to include the following two paragraphs in each third-party subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that such paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

   a. The SUB-RECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, applies to its actions pertaining to the Project.

   b. The SUB-RECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an Agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC § 5311, the United States Government reserves the right to impose the penalties of 18 USC § 1001 against the SUB-RECIPIENT, to the extent the federal government deems appropriate.

7. The SUB-RECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this AGREEMENT, including without limitation, worker's compensation laws, licensing laws and regulations.

8. The SUB-RECIPIENT and all successors, executors, administrators, and assigns of the SUB-RECIPIENT'S interest in the work or the compensation herein provided shall be bound by the terms of this AGREEMENT.

9. No member, officer or employee of the SUB-RECIPIENT during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this

AGREEMENT or the proceeds thereof.

10. In any dispute arising under this AGREEMENT as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this AGREEMENT, the decision of the Transportation Manager of CAMPO, with the concurrence of the FTA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any CAMPO breach shall never exceed the amount of funds that have been appropriated for payment under this AGREEMENT, but not yet paid for the fiscal year budget in existence at the time of the breach.

13. This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this AGREEMENT

14. The SUB-RECIPIENT shall not assign, transfer or delegate any rights, obligations or duties under this AGREEMENT without the prior written consent of CAMPO.

15. The Parties are associated with each other only for the purposes and to the extent set forth in this AGREEMENT. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this AGREEMENT.

16. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof a third party beneficiary statutes hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms and or provisions of this Agreement.

17. It is specifically agreed between the parties executing this AGREEMENT that it is intended to create a contractual relationship solely between CAMPO and the SUB-RECIPIENT. It is further specifically agreed between the parties executing this AGREEMENT that it is not intended by any provisions of any part of this AGREEMENT,

to create in the SUB-RECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and CAMPO.

18. Neither party shall be deemed to be in violation of this AGREEMENT if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, winds storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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.

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

20. The SUB-RECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SUB-RECIPIENT, or any other party pertaining to any matter resulting from the underlying AGREEMENT.

21. The SUB-RECIPIENT acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 USC § 5311, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) against the SUB-RECIPIENT, to the extent the Federal Government deems appropriate.

22. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. The illegality or invalidity of any provision or portion of this AGREEMENT shall not affect the validity of the remainder of this AGREEMENT and this AGREEMENT shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.

24. The parties hereto represent and warrant that the person executing this AGREEMENT on behalf of each party has full power and authority to enter into this AGREEMENT and that the parties are authorized by law to engage in the activities which form the subject of this AGREEMENT.

25. This AGREEMENT shall not become effective until and unless approved by appropriate official action of the governing body of each party.

26. As used herein, the term "SUB-RECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.

27. Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the last date written below.

CARSON AREA METROPOLITIAN PLANNING ORGANIZATION

By: _____
Transportation Manager

Date: 3/13/2025

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
Vice-Chair Mark Gardner

Date: 5/27/2025

Attest:

_____
Clerk-Recorder

_____
County Clerk

Approved as to Legality and Form:

_____
CAMPO Deputy District Attorney

Approved as to Legality and Form:

_____
Deputy District Attorney

Carson Area
Metropolitan Planning Organization
CAMPO

Grant Application Packet for Federal Transit Administration Section 5339(a) Program Apportionment Funding for Federal Fiscal Years (FFY) 2022 and 2023

Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5339(a) Program funds. An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Funding from the FTA Section 5339(a) Program occurs in the form of a **reimbursement grant**. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow all FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through this program, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a Small Urbanized area of under 200,000 population. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Rebecca Bustos, Grant Analyst
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: 775-283-7045
E-mail: rbustos@carson.org

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Information on the Carson Area MPO is available online at www.CarsonAreaMPO.com.

Deadline to submit a complete application is May 25, 2023

Grant Program Information

Grants for Buses and Bus Facilities Formula Program – 5339(a)
The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

Eligible Recipients
Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities within the CAMPO Region that operate fixed route bus service that are eligible to receive direct grants under 5307 and 5311.

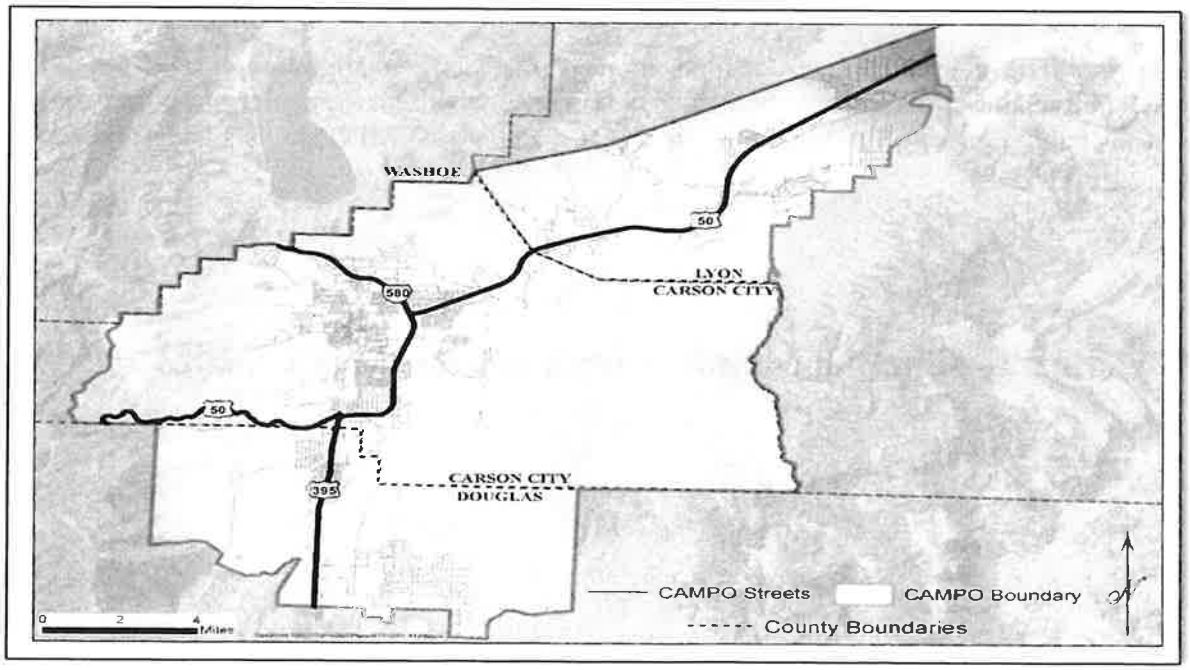
Eligible Activities/Purchases
Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. (Note: additional competitive grants are available under FTA Section 5339(b) and 5339(c). Please contact CAMPO if interested in these grant programs.)

Match
The federal share of eligible capital costs may not exceed 80 percent, except for the purchase of certain low/no-emission vehicles or vehicles for compliance with ADA or the Clean Air Act (CAA) (85%), or for certain bus-related equipment and facilities related to the ADA, the Clean Air Act (CAA), (90%).

Available Funding
- Federal Fiscal Year 2022 - $113,018
- Federal Fiscal Year 2023 - $116,440

Statutory References
49 U.S.C. Section 5339(a)
49 U.S.C. Section 5323

Map of CAMPO



Application Process

Completed applications should be submitted to:

Rebecca Bustos
rbustos@carson.org
Email Subject: Grant Application for FTA Section 5339(a) Program – *Organization Name*

Applications can be completed either as a Microsoft Word Document or a PDF.

Grant applications must be submitted by 5:00 pm on the noticed deadline of May 25, 2023. Applications received will be screened for completeness and eligibility prior to evaluation and consideration of award.

Application Schedule:

- Release Date – March 17, 2023
- Grant Application Submission Due – May 25, 2023
- Anticipated Award by CAMPO – July 12, 2023

Required Information

To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.

CAMPO will use the following criteria to evaluate submitted grant applications:

Evaluation Criteria

- Eligibility of Organization
- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment

Upon completion of the selection process, CAMPO will coordinate with the project applicant to submit the necessary FTA documentation.

Grant Application
for
Federal Transit Administration
Section 5339(a) Program
Apportionment Funding

General Information

Brief Project Description:

Name of Organization:

Type of Organization:

☐ Private Non-Profit
■ State/Local Governmental Entity
☐ Other
☐ Operator of Public Transportation Services
☐ Tribal Agency (Sovereign Nation)

Applicants should provide documentation that they are an eligible organization.

Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program

☐ **5339(a) General Capital or Vehicle Purchases (20% match required)**

Amount Requested:

■ **5339(a) Vehicle Purchases for Compliance with ADA or Clean Air Act (15% match required per 49 U.S.C. 5323)**

Amount Requested: $100,000

☐ **5339(a) Capital for Vehicle Related Equipment of Facilities for Compliance with ADA or Clear Air Act (10% match required)**

Amount Requested:

■ The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: https://www.carson.org/home/showpublisheddocument?id=68984).

Applicant/Organization Information

Physical Address: 1329 Waterloo Lane, Gardnerville, NV. 89410

Mailing Address (if different from physical address): PO Box 218, Minden, NV. 89423

Contact Person: Geoff Bonar
Title: Budget Analyst Senior
Phone Number: (775) 782-6243
Email Address: gbonar@douglasnv.us

Applicant Federal ID#: 88-6000031

Applicant UEI / DUNS#: 010984979

Organization's mission statement and/or describe the organization's vision:

Douglas Area Rural Transit (DART) is committed to providing safe, reliable transportation to the residents of Douglas County.

Detailed description of your organization:

Douglas Area Rural Transit (DART) is a part of the Senior Services Department of Douglas County, Nevada. DART is primarily grant funded, and exists within a larger overall Community Services Department, which provides several elements of care and services to Seniors, People with disabilities, their caretakers, and all other members of the public.

Detailed description of your existing transportation program/services:

DART currently offers two distinct options for transportation services for Seniors, ADA riders, and the general public. We offer the DART express route, which is a fixed route service that primarily covers the central locations of Douglas County. DART also offers a Dial-A-Ride Service. This is a shard ride service. It is open to all public riders with an emphasis on Seniors and ADA riders who need assistance in boarding or require a vehicle lift. DART Dial-A-Ride provides scheduled rides for shopping, medical appointments, recreation, dining at the Senior Center, and much more.

Describe any current connectivity/coordination efforts with surrounding area transit providers:

The DART express route includes transfer points which allow riders to connect to surrounding area transportation services such as Lake Tahoe Blue Go and Jump Around Carson (JAC).

Project Information

Project Description:

Douglas County Area Rural Transit (DART) wishes to purchase an ADA accessible transport van in order to expand transportation services within our County. The van would allow seniors with disabilities who live within the CAMPO boundary, located in the Northern portion of Douglas County, to be transported to and from their homes for medical appointments and other services. We currently offer this door-to-door service as part of our DART program, but due to a limited fleet we are unable to serve everyone who requests service. The addition of a new vehicle to our fleet would allow DART to increase our service capacity and better serve additional neighborhoods in our county that are currently under-served based on our current level of resources.

Type of Service funding is requested for:

- ☐ Senior Center/Disabled Workshop
- ■ Fixed Route
- ☐ Other (describe)
- ☐ Deviated Fixed Route
- ■ Demand Response (Dial-a-Ride, Door-to-Door)

Clientele served by service/purchase/program (check all that apply):

- ■ Elderly (60+ years old)
- ■ Persons with disabilities
- ☐ Other
- ■ Low Income/Welfare
- ■ General Public

Area Served (check all that apply):

- ☐ Small Urbanized Area (50,000 – 200,000 population)
- ■ Non-Urbanized Area (Rural under 50,000 population)
- ■ Douglas County
- ☐ Lyon County
- ☐ Carson City
- ☐ Other

Does the project include vehicle purchases?:

- ■ Yes (Additional Form Required)
- ☐ No

Vehicle Purchase Information

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)			Estimated Cost
1	Full size passenger van with potential capacity for 8-10 riders, including a wheelchair lift.			$100,000
	Total Quantity	1	**Total Estimated Cost**	$100,000

Procurement must follow CAMPO's Policies and Procedures Manual, available upon request of CAMPO.

Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

Budget Work Sheet			
Capital Expenses		**Local Match (Match Varies per Above)**	
Description	**Amount**	**Description**	**Amount**
ADA Accessible Van	$ 85,000.00	15% ADA Match	$ 15,000.00
Total Capital Request	$ 85,000.00	**Total Match Request**	$ 15,000.00

Required Documentation for Section 5310 or 5339(a) Funding

Applicants may attach a copy of the required document to the application, provide a link to the document, or ensure the document is available upon request.

Safety Plan

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

Performance Targets/Transit Asset Management Plan

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Title VI Plan

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Disadvantaged Business Enterprise (DBE) Program and DBE Goal

CAMPO subrecipients of Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Vehicle Policy and Information

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of $1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

Training Policy

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339(a) only)

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Americans with Disabilities Act Policy

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Equal Employment Opportunities Program

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Public Notice

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

Annual Certifications and Assurances

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of $100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Authorizing Resolution

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B for draft). Alternative resolution forms maybe accepted.

Appendix A
Links to Resources and Required Documentation

Certifications and Assurances

https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances

Fixing America's Surface Transportation (FAST) Act
https://www.transit.dot.gov/FAST

United States Department of Transportation (USDOT)
www.dot.gov

Federal Transit Administration (FTA)
www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs
https://www.transit.dot.gov/grants

Best Practices Procurement Manual
https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual

OMB "Super Circular" or 2 C.F.R. 200 https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative- requirements-cost-principles-and-audit-requirements-for-federal-awards

Civil Rights (ADA, DBE, Title VI, EEO)
www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations
https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse- and-prohibited-drug-use-in-transit-operations

United States of American Department of Transportation FTA Master Agreement
https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

Transit Asset Management
https://www.transit.dot.gov/TAM

Data Universal Numbering System (DUNS) information
https://www.dnb.com/duns-number.html

Coronavirus Response and Relief Supplemental Appropriations Act of 2021
https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021

American Rescue Plan Act of 2021
https://www.transit.dot.gov/funding/american-rescue-plan-act-2021

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Appendix B
AUTHORIZING RESOLUTION

APPLICANT Douglas Area Rural Transit
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Mark Gardner, Chairman, Douglas County Board of County Commissioners
Printed Title of Authorized Representative

Signature of Authorized Representative — Date: 3/16/23



Carson City Public Works

CAMPO Policies and Procedures

Effective date: December 12, 2007

Revised: November 13, 2024

CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

POLICIES AND PROCEDURES

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Glossary

Appendix A – Designation of CAMPO

Appendix B – FHWA Procurement Processes

Appendix C – FTA Procurement Processes

1 Policies and Procedures

1.1 Purpose

These policies and procedures are intended to provide policies and guidelines for the ongoing operation of the Carson Area Metropolitan Planning Organization (CAMPO). The unique nature of CAMPO and the derivation of authority found in Federal regulation, interlocal agreements and authority delegated by other agencies such as the Carson City Board of Supervisors, the Regional Transportation Commission or other governmental agencies, suggest that a set of procedures needs to be in place to guide the exercise of authority and operation of CAMPO.

The policies included in this document are intended to serve as flexible working guidelines to assist in the day-to-day operation of CAMPO and to assist the members of the governing body in administering the affairs of this special purpose organization.

Policies that may be approved by CAMPO are subordinate to Federal regulation, State law or City/County ordinance that may require specific approval process or action. Any Federal regulation related to public notice or involvement, process and approval, etc., will be considered primary and will not be reduced or in any way replaced or supplanted by these policies and procedures.

It is expected that the policies and procedures may be expanded or modified to include circumstances that arise from time to time and amendments of these policies may be necessary to reflect the activities of CAMPO. Amendments to these policies will only occur as defined in the approval process delineated below.

1.2 Approval and amendment

These policies are to be approved by CAMPO by majority vote as provided elsewhere in this document. Since the flexibility needed to operate an agency such as CAMPO will require timely action, the policies and procedures may be approved and amended in the normal course of business providing statutory agenda posting and required majority vote authorizing such change.

2 Composition of CAMPO

2.1 Authority for creation of CAMPO

Carson City has been identified by the United States Department of Commerce, Bureau of the Census as a qualifying urbanized area for Census 2000. The official determination was published in the Federal Register on May 1, 2002[1]. Codified Federal Regulation (CFR) requires the designation of a Metropolitan Planning Organization (MPO)[2] for each urbanized area and implementation of a "...continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals."

The designation was confirmed by the Governor of the State of Nevada on February 26, 2003. A copy of the letter of designation is included in Appendix A.

An Interlocal Agreement has been executed by CAMPO, the Regional Transportation Commission (RTC) and the Carson City Board of Supervisors that further details the duties and responsibilities of the respective parties in the planning and implementation of transportation services.

2.2 Appointing authority and appointments

The CAMPO governing body will be composed of seven (7) members including the five (5) members of the Regional Transportation Commission of Carson City as appointed by the Carson City Board of Supervisors, one representative from Douglas County appointed by the Douglas County Commission, and one representative from Lyon County appointed by the Lyon County Board of Commissioners. A representative from the Nevada Department of Transportation also serves as an ex officio, non-voting member.

2.3 Term of members

Each member appointed by the respective appointing authority shall serve a term of two (2) years. Such term shall continue until the member is replaced by the appointing authority except that at the expiration of the two (2) year term or in the event of the resignation of a member, the appointing authority may renew the appointment for an additional two (2) year term or shall appoint a new member to complete the unexpired term of the member being replaced.

Except as otherwise provided by law or specifically authorized herein, no person shall serve on the CAMPO governing body for more than twelve (12) consecutive years, except for ex officio members. For a term of two (2) years or less, appointments of less than one (1) year made to fill an unexpired term shall not be considered as a full term. Appointments of one (1) year or more shall be considered a full term.

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[1]Federal Register/Volume 67, No. 84/Wednesday, May 1, 2002/Notices

[2]23 CFR 450.300 Metropolitan Transportation Planning and Programming

An incumbent who is made ineligible to serve a term by this provision may be reappointed for the term if no other qualified individual submits an application. This term limit shall go into effect for all current members upon approval of this policy dated November 13, 2024, retroactive to the start of their respective current terms.

2.4 Chairperson and Vice-Chairperson

Any voting member of the CAMPO governing body may serve as the Chairperson or Vice-Chairperson. The members of the governing body shall nominate and elect the Chairperson and Vice-Chairperson. The terms of the elected positions shall be one year and shall begin and end at the first regular meeting of each calendar year. There is no limit on the number of times a person may serve as Chairperson or Vice-Chairperson.

2.5 Attendance

In order to serve the best interests of CAMPO and to adequately carry out the responsibilities of CAMPO, members are expected to regularly attend meetings. If a voting member misses three consecutive meetings or four meetings in a six-month moving period, the member shall be considered non-responsive.

2.6 Member replacement

In the event a member fails to attend meetings as required in Section 2.5 of these policies and procedures, the sponsoring appointing authority will be notified in writing by the CAMPO Chairperson or the designated staff member and a request will be made for the appointment of a new member.

3 Meeting Requirements

3.1 Rules of Procedure

Roberts Rules of Procedure will be utilized as a basis for the orderly conduct of meetings of CAMPO. In the event of a dispute over procedural matters and where clarity in Roberts Rules of Order is not present, the dispute will be settled by a ruling of the chair.

3.2 Frequency

In order to conduct ongoing business affairs, CAMPO will meet on a monthly basis unless otherwise directed by the Chairperson or as otherwise may be provided in these policies and procedures.

3.3 Meeting agendas and matters for consideration

Any member of CAMPO may request inclusion of an item for discussion at any regularly scheduled meeting provided such request is made to the appropriate designated CAMPO staff person sufficiently in advance as to allow the incorporation of the item into the next regularly scheduled meeting agenda and the proposed agenda item is approved by the Chairperson.

3.4 Publishing agendas and public notice requirements

The agenda, special hearings, and consideration of any and all matters that are covered or included in the Nevada Open Meeting Law will be published as provided by Nevada Revised Statute, Carson City Ordinance and the adopted policies and procedures of CAMPO.

3.5 Postponement and rescheduling

If the CAMPO Board finds such monthly meetings unnecessary or in conflict with other special events, holidays or at times when achieving and maintaining a quorum will be unproductive, such meetings may be postponed or rescheduled. If the normal monthly meeting is postponed, rescheduled or will not be rescheduled until a later date, a public notice of such postponement or rescheduling will be posted in accordance with the Nevada Open Meeting Law.

3.6 Meeting quorum

In order to conduct business of CAMPO a quorum must be present. A quorum is defined as at least four (4) members of the duly appointed CAMPO membership. If the minimum number of members are not present, CAMPO may agree to take testimony or entertain presentation of information but no formal action or indication of future possible action may be expressed by any individual member or the members in attendance.

3.7 Majority required to act

In order for action to be taken by CAMPO, a quorum must be present and a minimum of four (4) affirmative votes will be required. No differentiation will be made as to whether those representing the quorum or those in attendance represent a particular appointing authority.

4 Coordination and Interaction

4.1 Authority delegated by others to CAMPO

In addition to the regulatory authority vested in CAMPO by Federal regulation, CAMPO has been authorized to exercise approval over the expenditure of funds provided by the Carson City Board of Supervisors including exercise of authority in the execution of tasks and activities related to the implementation of work activities authorized or budgeted by Carson City Board of Supervisors or CAMPO and to exercise such responsibilities as may from time to time be explicitly assigned by others.

4.2 Coordination with Member Units of Local Government

The nature of the respective transportation responsibilities assigned to CAMPO will require careful coordination. CAMPO will be responsible for the timely consideration, approval, and if necessary, submittal of the necessary grant documents that will be used to secure available grant financial support for the operation of public transit services by local government entities, provided required

information is provided by the other parties in a timely manner.

4.3 Coordination with other agencies

It is the stated objective of CAMPO to coordinate all transportation related activities with other interested agencies and jurisdictions. To the extent necessary, CAMPO will execute cooperative agreements detailing the respective responsibilities and coordination that will be followed. Currently, agreements have been structured to better define the respective responsibilities of each of the agencies involved in the activities of CAMPO and include:

4.3.1 Interlocal agreement with Washoe County Regional Transportation Commission specifying the respective responsibilities of each party.

4.3.2 Interlocal agreement with the Tahoe Metropolitan Planning Organization specifying the respective responsibilities for each party.

4.3.3 Cooperative agreement with the Nevada Department of Transportation specifying the respective duties and responsibilities of each party in the preparation and processing of various planning documents and other related tasks and activities.

4.3.4 Cooperative agreement with the Carson City RTC and the Carson City Board of Supervisors detailing the assignment of responsibilities to RTC and CAMPO for transportation planning and implementation in the region.

4.3.5 Sub-recipient agreements with Douglas County and Lyon County detailing the planning and financial responsibilities between CAMPO and the two counties.

5 CAMPO Staffing

5.1 Staffing and support activities

Staff support for CAMPO will be provided by the Carson City Public Works Department by arrangements with others including consultants or other authorized personnel. The responsible staff person for CAMPO will be the Carson City Transportation Manager or their designee. The Transportation Manager serves as the director, and accountable executive for the purposes of FTA program oversight and assurance, award execution, and administration.

5.2 CAMPO Advisory Workgroups

CAMPO Advisory Workgroups will be used on an as needed basis for significant updates to existing CAMPO documents or during the course of special planning studies. CAMPO staff will develop a recommended list of invitees relevant to a specific planning endeavor. The formation of an Advisory Workgroup will be non-binding in nature, whose purpose will be to offer technical guidance during the development of CAMPO planning studies. Representatives will be asked to meet through the duration of the plan development, including a public comment period after a final draft is submitted for approval by the CAMPO Board, if applicable.

6 Procurement

6.1 Federal Highway Administration (FHWA) RFP and RFQ Consultant Procurement

CAMPO will follow all federal and local requirements during the procurement of engineering, planning, management, administrative, or other licensed professional service contracts for FHWA-funded projects. This shall apply regardless of if CAMPO chooses to use the NDOT LPA process or be a direct recipient of federal funds. For contracts between $0 and $49,999, CAMPO staff will develop a Request For Qualifications (RFQ) to be sent to a minimum of three (3) consultants in accordance with the latest version of the Carson City Public Works Policy "LPA Contracts $50,000 and Under". Contracts over $50,000 require a formal competitive procurement method as outlined in the Carson City Public Works Policy "LPA Contracts (Professional Services) $50,000 & Up Policy & Procedure Effective date: 3/20/2023" including an advertised, sealed, bid process; evaluation of the submitted proposals; and negotiation of a standard form Carson City contract in full compliance with the accepted policy for consultant selection.

CAMPO staff shall annually consult with NDOT Local Public Agency staff on revisions or updates to federal causes and federal attachments for procurements and shall amend the previously stated policies as required with any new documents. General requirements for FHWA funded procurements are found in Appendix B. This appendix may be revised administratively by CAMPO staff for any changes to clauses or NDOT/FHWA requirements. In case of any conflict between Appendix B and some other provision of CAMPO's policies and procedures, including but not limited to Sections 6.2 and 6.3, Appendix B shall govern for all FHWA funded projects, unless the provision conflicting with Appendix B sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. Similarly, if Appendix B conflicts with some other Carson City policy, Appendix B shall govern for all FHWA funded projects, unless the provision conflicting with Appendix B sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern.

6.2 Federal Transit Administration (FTA) Procurement

The requirements for procurements on FTA-funded projects are found in Appendix C. In case of any conflict between Appendix C and some other provision of CAMPO's policies and procedures, including but not limited to Sections 6.1 and 6.3, Appendix C shall govern for all FTA funded projects, unless the provision conflicting with Appendix C sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. Similarly, if Appendix C conflicts with some other Carson City policy, Appendix C shall govern for all FTA funded projects, unless the provision conflicting with Appendix C sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. In cases where both FHWA and FTA are used, CAMPO staff shall review procurement attachments and include the more restrictive processes, clauses, and forms. In some cases, both sets of procurement documents may be required.

CAMPO staff shall annually review the *FTA Master Agreement*, 2 CFR §200, and the latest *Comprehensive Review Contractors' Manual* to confirm the inclusion of all FTA-required third-

party contract clauses through the use of a clause checklist or other mechanism. Standard FTA federal clauses and associated forms (incorporated into this policy by reference in Appendix C) shall be revised accordingly. Appendix C includes a clause matrix listing the current required clauses. This matrix may be revised administratively by CAMPO staff for any changes to clauses.

6.3 Exemptions from consultant selection procedures

Any contract: requiring a specialized expertise or product that is not readily available in the regional area, that cannot be delayed by a competitive solicitation due to public emergency, or resulting in the determination of inadequate competition after solicitation of a number of sources may be subject to a sole source selection and assignment provided sole source selection and assignment is approved in advance by the funding agency or the agency's representative. Any contract selection estimated to have a value of less than $25,000 may be subject to a sole source evaluation and assignment provided sole source selection and assignment is approvedin advance by the funding agency. Prior to requesting such approval, a Request for Qualification must be issued to the identified source and the Statement of Qualifications must be included in the request for sole source assignment.

7 Plan Development Procedures

Any amendments or updates to the documents listed below will be subject to the CAMPO Public Participation Plan.

7.1 Unified Planning Work Program

As detailed in 23 CFR §450.308, CAMPO shall develop an annual Unified Planning Work Program (UPWP) that includes a discussion of the planning priorities of the metropolitan planning area. The UPWP shall identify work proposed for the next one-year period by major activity and task. Each activity listed in the UPWP must indicate who will do the work, the schedule for completing the work, the resulting product, the proposed funding, and a summaryof total amounts and sources of Federal and matching funds. CAMPO will follow the fiscal year beginning July 1 and ending June 30.

7.2 Regional Transportation Plan

The Regional Transportation Plan (RTP) must be approved by CAMPO and will include at least a twenty-year (20-year) planning horizon and both long- and short-range strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The plan will be updated a minimum every five (5) years to insure consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period. In addition, the plan shall include all components and elements included in 23 CFR §450.322.

7.3 Transportation Improvement Program

A Transportation Improvement Program (TIP) must be approved by CAMPO and will be updated

at minimum every four (4) years as detailed in 23 CFR §450.324. Amendments or administrative modifications may be made as necessary to the TIP.

7.4 Public Participation Plan

CAMPO will develop a Public Participation Plan (PPP) which will be used as a model for soliciting public participation during the update of the UPWP, RTP, TIP or special planning studies. The PPP will be reviewed annually and updated as warranted.

GLOSSARY

Administrative modification means a minor revision to a long-range metropolitan transportation plan or Transportation Improvement Program (TIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require CAMPO Board approval, public review and comment, or a redemonstration of fiscal constraint.

Amendment means a revision to a long-range metropolitan transportation plan or TIP that involves a major change to a project included in a long-range metropolitan transportation plan or TIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope. Changes to projects that are included for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment or redemonstration of fiscal constraint.

Metropolitan planning area means the geographic area in which the metropolitan transportation planning process required by 23 U.S.C. 134 and section 8 of the Federal Transit Act must be carried out.

Metropolitan Planning Organization (MPO) means the forum for cooperative transportation decision making forthe metropolitan planning area.

Regional Transportation Plan (RTP) means the long-range transportation plan for the region composed of a series of transportation elements conforming to the requirements of State and Federal regulations and sometimes referred to as the Metropolitan Transportation Plan. Per Federal requirements, the RTP must have a 20-year planning horizon and be updated at minimum every five (5) years.

State Implementation Plan (SIP) means the portion (or portions) of an applicable implementation plan approved or promulgated, or the most recent revision thereof, under applicable sections of the Clean Air Act. (Note: Carson City is not currently subject to these requirements but the definition is provided to draw a distinction between the SIP and the Statewide Transportation Improvement Program sometimes referred to as the STIP)

Statewide Transportation Improvement Program (STIP) means a staged multi-year, statewide intermodal program of transportation projects which is consistent with the Statewide Transportation Plan and planning processes and metropolitan plans, TIPs and processes. The Nevada Department of Transportation (NDOT) is required to include, without change, all projects listed in the Metropolitan Planning Organization's (MPO) approved Regional Transportation Improvement Program (RTIP).

Statewide Transportation Plan (STP) means the official statewide, intermodal transportation plan that isdeveloped through the statewide transportation planning process.

Transportation Improvement Program (TIP) means a staged, multiyear, intermodal program of transportation projects which is consistent with the metropolitan transportation plan. The TIP must be updated at a minimum of every four (4) years.

Simplified Statement means a plan to accomplish transportation planning activities by the MPO that clearly defines who will be responsible for the planning work and what is to be accomplished. The Simplified Statement takes the place of the Unified Planning Work Program that is required of areas over 200,000 in population.

Unified Planning Work Program (UPWP) documents planning activities that are planned to be accomplished during a program year with funds provided under title 23 U.S.C. and the Federal Transit Act.

APPENDIX A
Designation of CAMPO

KENNY C. GUINN
Governor

OFFICE OF THE GOVERNOR

February 26, 2003

Mr. Bill Kappus
Acting Division Administrator
Federal Highway Administration
705 North Plaza Street, Suite 220
Carson City, NV 89701

Dear Mr. Kappus:

In accordance with the provisions of Title 23, Section 134 of the United States Code, the State of Nevada does hereby appoint and designate the Carson Area Metropolitan Planning Organization as the metropolitan planning organization for the Carson City urbanized area. Your acknowledgement of the agency's status is hereby requested.

Sincerely,

KENNY C. GUINN
Governor

JF/lf

Cc: Jeff Fontaine, Interim Director, NDOT

101 N. Carson Street • Carson City, Nevada 89701 • Telephone: (775) 684-5670 • Fax: (775) 684-5683
555 E. Washington Avenue, Suite 5100 • Las Vegas, Nevada 89101 • Telephone: (702) 486-2500 • Fax: (702) 486-2505

APPENDIX B – FHWA Procurement Processes

The following Appendix summarizes the required attachments, clauses, and forms associated with FHWA/NDOT LPA funded projects with FHWA funding of any type (STBG, CPG, TAP, etc.), as required, and in compliance with 2 CFR 200.318 through 200.326. CAMPO staff will use the following clauses and contract provision matrix to identify the necessary documents to include in the procurement file. This is applicable to professional services projects for CAMPO and RTC. CAMPO uses Carson City's Procurement and Grant's policy to supplement procurement activities. This appendix may be administratively amended to ensure compliance with the latest FHWA requirements. Please refer to the following two policies for procedures associated with LPA professional services contracts.

- Carson City Public Works Policy - LPA Contracts $50,000 and Under, Effective date: 10/17/2017 (for procurement with an estimated cost of $0 to $49,999)
- Carson City Public Works Policy - LPA Contracts (Professional Services) $50,000 & Up Policy & Procedure, Effective date: 3/20/2023 (for procurements with an estimated cost of $50,000 and greater)

Professional Services Required Clauses and Contract Provisions for NDOT/FHWA Funded Projects

Attachment	Provision	Less than $50,000	Greater than or Equal to $50,000
A	Contract Template	Yes	Yes
B	General Clauses: - Obligation of Performance - Access to Information - Agreement to Sign Forms - Records Retention - Payment to Subcontractors - Conflict of Interest - Surplus Property - Value Engineering - DBE - EEO - Right to Inventions - Clear Air Act - Solid Waste Disposal Act - Prohibition on Telecommunications - Telecommunication Costs	Yes	Yes
B	Byrd Anti-Lobbying		Yes
B	Required LPA Contract Provisions	Yes	Yes
B	Title VI Assurances: - Appendix A - Appendix E	Yes	Yes

B	Certification for Debarment and Suspension	Yes	Yes
B	Delinquent Tax Liability clauses and form		Yes
B	Safe Operation of a Motor Vehicle: - Texting while driving - Seat belt use	Yes	Yes
B	Other grant specific clauses	TBD	TBD
D	DBE / SBE Requirements and forms		Yes – If DBE Goal

Professional Services Required Forms (Attachment C) for NDOT/FHWA Funded Projects

Attachment	Form Title	Less than $50,000	Greater than or Equal to $50,000
C	UEI	Yes	Yes
C	Restrictions on Lobbying	Yes	Yes
C	Suspension or Debarment	Yes	Yes
C	Conflict of Intersect Disclosure	Yes	Yes
C	Statement of Non-Collusion	Yes	Yes
C	Disclosure of Interests	Yes	Yes
C	Federal Tax Delinquency		Yes

APPENDIX C – FTA Procurement Processes

The following Appendix includes requirements, clauses, forms, and associated procedures to be used for all FTA procurements, as needed, in compliance with 2 CFR 200.318 through 200.326. CAMPO staff will use the Procurement Checklist and Contract Clause Matrix to identify the necessary documents to include in the procurement file.

CAMPO uses Carson City's Procurement and Grant's policy to supplement procurement activities. Templates have been established for RFPs, RFQs, micro purchases, small purchases, and formal bids meeting federal requirements. All procurements must include a clear and accurate description of the technical requirements for the material, product, or service to be procured. This must be outlined in the scope of work and associated proposal or bid documents. Furthermore, all procurements must identify all requirements which the offerors (consultants or contractors) must fulfill and all other factors to be used in evaluating bids or proposals. As an example, this includes requirements related to evaluation criteria and scoring on procurements for professional services, or the award to a low bidder on construction contracts.

Definition of Terms

Project Manager:
The Project Manager is the person responsible for the day-to-day management and oversight of a project. They are in responsible charge of the project.

Contract Administrator:
The Contract Administrator is the person responsible for the distribution, management, and collection of formal bids and procurement solicitations.

Document Controller:
The Document Controller is the person responsible for the management, compilation, review, and distribution of project files and documents. They are responsible for ensuring documents are tracked and saved into the project record.

Senior Manager:
The Senior Manager is the person responsible for the program of projects. The Senior Manager may be the Public Works Director, Deputy Public Works Director, CAMPO/City Transportation Manager, or City Engineer depending on the approvals required.

Micro-Purchase Procedures:
The current Micro-purchase Threshold is $10,000. Purchases under this threshold do not require solicitation of price quotes or RFP/RFQ/IFB. If a change order increases the purchase/contract above $10,000, the procurement steps consistent with the appropriate purchasing threshold must be followed (Cost Analysis/ICE, etc.) for those additional costs above $10,000

Simplified Acquisition:
Current threshold is $150,000 as of 9/23/2021. Any purchases/contracts below $150,000 DO NOT require an RFP/RFQ/IFB, but DO require Carson City to solicit price quotes from "an adequate number" of (typically three) qualified sources. If a change order pushes the purchase/contract above $150,000, the contract must be updated with all necessary clauses (Buy America,

debarment/suspension, etc.).

Rolling Stock Procurements – Joint Procurements and "Piggybacking":
Any procurements that "piggyback" off of a larger procurement (state-schedule purchases, etc.) will still need to include proper documentation including original cost analysis/ICE performed by original Procurement agency as well as cost analysis/ICE performed by CAMPO. Additional reference information can be found in the FTA's *Best Practices Procurement & Lessons Learned Manual.*

1. Documentation of Procurement History and Checklist

The following procedure and associated checklist have been established in order for CAMPO to keep adequate records related to each and every FTA procurement.

Procedures:
The Procurement History/Checklist is a living document intended to be used and updated throughout the duration of project procurement activities and to guide the project team with compliance with the Federal Codes and Regulations. Multiple copies should be saved in the project folder as the project progresses. The following bullets summarize the typical actions and steps associated with documenting a project's procurement history and completing the checklist.

- A blank checklist shall be placed in each project folder upon establishment of a project number by the Document Controller.
- The Project Manager, who is responsible for development of the procurement documents, shall be responsible for the initiation and completion of the checklist.
- The project checklist shall be reviewed and updated at each phase of the procurement. At a minimum, the checklist shall be reviewed:
    - Upon creation of the procurement documents
    - Prior to bidding/solicitation
    - Upon receipt of the procurement documents from the consultant/contractor
    - At award/execution of the contract
    - At project closeout
- At project closeout, the Document Controller shall sign and save the Procurement History/Checklist in the project file alongside all other procurement documents.

Version:_____

Procurement History/Checklist

1. Solicitation Type (BID/RFP/RFQ/IFB/Informal Quotes [2 CFR 200.320])_____
2. ☐ Independent Cost Estimate (ICE) completed (as applicable)
3. ☐ Sole Source Justification (if applicable)
4. Solicitation Documents
   - ☐ Instruction to Bidders or RFQ Solicitation ☐ Title VI Language
   - ☐ Min Insurance Requirements ☐ UEI # Form ☐ Sample Contract/Purchase Order
   - ☐ Protest Policy Attachment
   - ☐ Bid Submission Forms (if applicable) ☐ Scope of Work ☐ Other:_____
5. Required Forms and Clauses – FTA Procurement Clauses (as applicable by procurement type)
   - ☐ FTA Attachments and Matrix Checklist ☐ Carson City Non-Collusion
   - ☐ Lobbying Form ☐ Debarment Clause / Forms ☐ Buy America Forms
   - ☐ Conflict of Interest/Non-Disclosure ☐ SAM.gov (print out results)
   - ☐ Public Records Requests ☐ DBE Forms / Goal (if applicable) (2 CFR 200.321)
6. ☐ **Verify** that FTA Attachments have been reviewed within past 12-months (see Matrix)
7. ☐ Advertisement Notices (3-Week min) Date Posted:_____
8. ☐ Pre-Proposal Meeting Documents (if applicable)
9. ☐ Bid Opening (Date)_____ ☐ Sign in for paper bids/construction
10. ☐ Price Analysis and Reasonableness (2 CFR 200.323)
11. ☐ Evaluations
12. ☐ Determination of Responsiveness - *Check if determined to be responsive and do form*
13. ☐ Unsuccessful Proposals
14. ☐ Rejection Letters
15. ☐ Negotiations
16. ☐ Awarded Bid/Proposal ☐ Bonds (2 CFR 200.325)
17. ☐ Board Staff Reports (Approvals and Awards): Board or Commission _____
18. ☐ Executed Contract ☐ Notice to Proceed (Date) _____
19. ☐ Kick-off or Pre-Construction Meeting. Date:_____
20. ☐ Contractual Correspondence (Pre and Post award)
21. ☐ Purchase Order(s) / Invoices / Releases / Certified Payrolls
22. ☐ Change Orders/Options/Amendments (if applicable)
23. ☐ Final Job Walk (sign-in sheets)
24. ☐ Closeout Forms and Letters
25. ☐ Miscellaneous (Describe)_____
26. ☐ Completed Procurement History/Checklist – *Check when checklist is complete*

Form completed and reviewed by:

_____	_____
Project Manager	Document Controller
_____	_____
Date	Date

Note: This checklist shall be saved in the project file alongside the executed contract.

2. Contract Clause Matrix

The Contract Clause Matrix below provides a summary of the required forms by FTA funded procurement type and value threshold. Different types of FTA procurements require different sets of clauses. CAMPO/RTC has created different procurement attachments for FTA projects, collectively titled and referred to as Procurement Attachments for FTA Projects ("FTA Attachments") and incorporated into this policy by reference. Refer to 2 CFR 200.326 for additional background. Specific clauses for each of the provisions in the matrix below must be included with each procurement. FTA Attachments have been developed for the following procurement types:

- Contract Operator
- Rolling Stock greater than $100k
- Contracted services greater than $100k
- Contracted services between $10k than $100k
- Contracted services less than $10k

The latest versions are stored on the Transportation Share Drive, in the Admin folder. Staff shall consult the *FTA Master Agreement*, 2 CFR §200, and the latest *Comprehensive Review Contractors' Manual* to confirm the inclusion of all FTA-required third- party contract clauses in the FTA Attachments. The below matrix may be modified administratively to ensure inclusion of FTA's current requirements.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES AS MODIFIED BY CAMPO

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

	TYPE OF PROCUREMENT				
PROVISION	**Professional Services/A&E**	**Operations/ Management Clause ()**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All (I)	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All (II)	All	All	All
US DOT Inspector General – False Claims Act, 31 USC 3729	All	All (II)	All	All	All
Access to Third Party Contract Records	All	All (III)	All	All	All
Changes to Federal Requirements	All	All (IV)	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies. (V)	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All (VI)	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All (VII)	All	All	All
Incorporation of FTA Terms	All	All (VIII)	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services	All	All (IX)	All	All	All
Energy Conservation	All	All (XVI)	All	All	All
Debarment and Suspension	>$25,000	>$25,000 (X)	>$25,000	>$25,000	>$25,000
Buy America and BABA			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000 (XII)	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000 (XIII)	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000 (XIV)	>$100,000	>$100,000	>$100,000

THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Clean Water	>$100,000	>$100,000 (XV)	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (XVII)	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Operations (XVIII)			
Charter Service Operations		All (XIX)			
School Bus Operations		All (XX)			
Drug Use and Testing		Operations (XXI)			
Alcohol Misuse and Testing		Operations (XXI)			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Procurement of Recovered / Recycled Products		EPA-selected items $10.000 or more annually. (XXII)		EPA-selected items $10.000 or more annually.	EPA-selected items $10.000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All (XXIII)	All	All	All
Veterans Employment	All	All (XXIV)	All	All	All
Safe Operations of Motor Vehicle	All	All (XXV)	All	All	All

THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
CAMPO/RTC Privacy Clause		All (XXVI)			
Right to Protect Notice	All	All (XXVII)	All	All	All

3. Independent Cost Estimate Procedures

Before issuing a solicitation of any type, except for micro-purchases, CAMPO must develop an independent cost estimate (ICE) of the proper price and cost levels for the products or services to be purchased. Independent means costs obtained from a party other than the selected vendor or contractor. The Engineer's Estimate may serve as the Independent Cost Estimate and can be attached to this form. If multiple items are being procured, one form is need for each procurement item.

Independent Cost Estimate

(To be used for all procurements except micro-purchases)

Need one form for each item being procured as required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

ITEM BEING PROCURED _____

PROJECT AUTHORIZATION _____

COST ESTIMATE _____

Estimate was obtained using the following process:

- ☐ Published price list (e.g., catalogs).
- ☐ Past pricing (include previous purchase date for similar item): _____
- ☐ Engineering or technical estimate.
- ☐ Item is a standard commercial item sold in the open marketplace.
- ☐ Analysis of price components against current published standards, such as labor rate, cost per unit, etc.
- ☐ For buses only, State or other cooperative vehicle purchasing program
- ☐ Other (please describe) _____

_____

SIGNATURE	TITLE	DATE

5. Sole Source Justification Procedures

This section pertains to the justification of Sole Source Procurements. CAMPO Staff must justify and document circumstances where sole source procurements are needed (FTA Circular 4220.1F, Chapter VI, Section 3). The justification needed is simply a memorandum, saved in the project file, that explains the rationale for the procurement falling into one of the listed circumstances. The memo should be signed by the Project Manager and the CAMPO Manager who can certify to the relevant facts. Other applicable approval signatures should appear on the memo or be attached. The memorandum shall be completed prior to award of the procurement contract.

FTA permits use of Federal funds for sole source procurements if at least one of the following circumstances is present:

- The item is available only from a single source. Unique capability or availability must be definitively established.
- Single bid or single proposal. After solicitation of a number of sources, competition is determined inadequate. If the recipient is satisfied about the bidding environment and the reasons why it only received one bid, it can negotiate a sole source contract to arrive at a reasonably priced contract.
- The public exigency or emergency for the procurement will not permit a delay resulting from competitive solicitation. Health and safety issues may be an adequate basis for a public exigency or emergency.
- When the agency's need for the supplies or services is of such an unusual or compelling urgency that the agency would be seriously injured unless sole source procurements were utilized.
- Authorized by FTA or the pass-through entity, in response to a written request by the recipient. In cases where the FTA has authorized the non-competitive procurement, the request for FTA approval, and FTA's response, should be saved together in the project file.

Procedures:

- In cases where sole source procurements may be considered, the Project Manager shall complete the Sole Source Justification Memorandum and provide appropriate documentation as required, including preparation of a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the material or item costs.
- The Project Manager will submit the form and all backup documentation to the Senior Manager for review and approval.
- Upon approval, the Project Manager will save the form in the project file.
- The Document Controller will ensure that the form as been completed and saved in the project file prior to award and will utilize the checklist to verify and document its completion.

Sole Source Justification Memorandum

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

_____ The item is available only from a single source (sole source justification is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ The need for the supplies or services is of such an unusual or compelling urgency (documentation of usual circumstances and urgency is attached).

_____ The item is an associated capital maintenance grant item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced. (price certification attached)

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

Comments:

_____

_____

_____

_____

_____

_____ Independent Estimate and Cost Analysis are attached.

_____ _____

Project Manager Senior Manager

_____ _____

Date Date

6. FTA DBE Race Neutral Goal Form

Project Managers will need to include the following form in the initial bid documents for both advertised bids and RFPs. DBE clauses have been included in the FTA Attachments, but the DBE goal must be reviewed to ensure current goal is listed (goal changes every three years). Since CAMPO has adopted a Race Neutral goal, contracts are required to use of DBE firms, but the use of DBEs is encouraged. Project Managers must coordinate with Transportation staff to encourage DBE firm use within the initial bid documents and at pre-bid conferences. This includes announcing CAMPO's current DBE goal of 1.43%. If the prime is a DBE or the prime is using DBE firms, staff needs to ensure the form is completed to measure DBE goal attainment. This form will double as a monitoring form for staff to monitor DBE firm participation once the project is underway. This form has "office use only" areas and will be used to document site visit observations. If DBE Goals are consistently not met, the use of DBEs and this form may be required.

Use of this form is superseded when other organizations have more stringent DBE requirements. Examples would be a NDOT LPA project or the Costco Intertie project, which used the State Revolving Fund Loans that stem from the Environmental Protection Agency. In both cases, NDOT and EPA have more stringent DBE requirements, and therefore CAMPO's DBE Program would no longer apply. Hence, the form and monitoring efforts described in this policy are not required.

Under the Race Neutral DBE goal format, CAMPO is not able to require a contract specific DBE goal. This means bidders are not required to submit Good Faith Effort documentation. However, if CAMPO is unsuccessful in meeting the Race Neutral goal, Federal regulations require completion of a disparity study and adoption of a Race Conscious goal, which requires contract specific goals for each project. Therefore, it is in everyone's best interest to strongly encourage the use of DBE firms and to require completion of this form to track DBE goal attainment.

FTA DBE Race Neutral Goal Form – Current Goal is 1.43% (2022-2025)

Office Use Only: Contract #: _____

Disadvantaged Business Enterprise (DBE) Race Neutral Goal 1.43%

To be filled out by contractor:

Title of Project: _____ **Advertise Bid #:** _____

Base Bid / Proposal Amount: $ _____

_____ _____

Contractor's Signature **Date**

DBE Firm Name _____

Confirmation of DBE Participation _____
(signature can be obtained after bid award is determined)

% of Base Bid: _____% Approximate Amount of DBE's Portion: $ _____

Firm Address: _____

DBE Certification # & Expiration: _____

Contact Person: _____ Phone #: _____

Scope of work: _____

_____

_____

_____

Duplicate Form for Additional DBE Firms

Office Use Only

Site Monitor: _____ **Site Visit Date (s):** _____

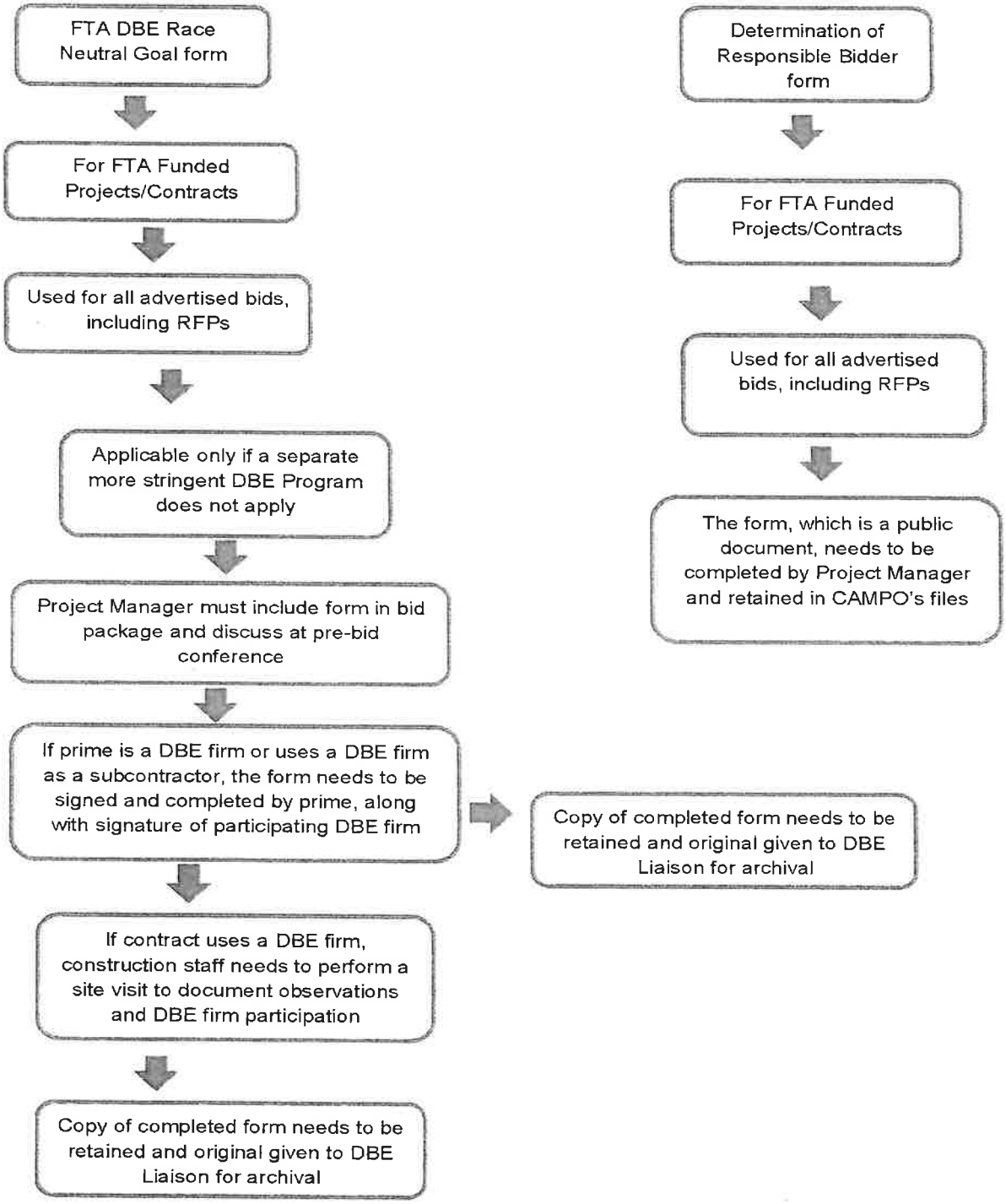
DBE Certification Verified: Yes or No

1. Does it appear the DBE firm is performing the work specified?
Yes _____ No _____

2. Does it appear the DBE contractor is managing their portion of the project & using their employees?
Yes _____ No _____

3. Does it appear the DBE contractor is providing the equipment for their items of work?
Yes _____ No _____

DBE Flow Chart for Reference



6. Lobbying Procedures

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I). These procedures and forms are required for contracts over $100,000.

Procedures:

- Language related to Lobbying shall be included in the bid/RFQ attachments for all contacts over $100,000. The language has been incorporated into the FTA Attachments.
- The Lobbying Form shall be used for all bids, procurements and purchases over $100,000 and must be included in the procurement package.
- The Project Manager will include this form with the final procurement package and mark the box in the checklist as completed once added.
- The Document Controller will review the final procurement package checking for this form.
- Upon receive of the bid and procurement documents, the Contract Administrator verifies that the form has been included.
- A contract will not be awarded without completion of this form.

Lobbying Form
For contracts over $100,000
31 U.S.C. 1352
2 CFR Part 200 Appendix II (I) 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date

_____

Print Name of Authorized Official

_____

Title

_____

Signature of Authorized Official

_____

Company Name

_____

Company Address

_____

7. Debarment, Suspension, Ineligibility, and Voluntary Exclusion Procedures

The language and associated form for Debarment, Suspension, Ineligibility, and Voluntary Exclusion in the following document is required for all procurements greater than $25,000 and has been incorporated into the FTA Attachments To be deemed responsible, a prospective contractor must be neither debarred nor suspended from Federal programs under DOT regulations, "Non-procurement Suspension and Debarment", 2 CFR parts 180 and 1200, or under the FAR at 48 CFR part 9, subpart 9.4. CAMPO must possess or obtain information sufficient to satisfy itself that a prospective contractor meets the applicable standards and requirements for responsibility either though self-investigation or certification by the contractor

Procedures:

- The Project Manager and Document Control Manager ensure Debarment, Suspension, Ineligibility, and Voluntary Exclusion Requirement clauses and associated form is added to the procurement package.
- The Document Controller will review the final procurement package checking for these clauses and form.
- Upon receiving the procurement documents, the Project Manager and Contract Administrator verifies that the contractor (and sub-contractors) meets the applicable standards of responsibility, has submitted the form, and marks the box in the checklist as completed.
- A contract will not be awarded to non-responsible contractors.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
(Contracts over $25,000)

The contractor certifies, that neither it nor its "principals" as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date

_____

Print Name of Authorized Official

_____

Title

_____

Signature of Authorized Official

_____

Company Name

_____

Company Address

_____

_____

8. Right to Protest Clause

The following Clause shall be included in all procurement documents either as part of the FTA Attachments or as a separate attachment:

Attachment XX
Protest Procedures for FTA-Assisted Procurements

In the event a Proposer believes certain actions or inactions on the part of City have been prejudicial to its position relative to the proposal, a protest may be filed. According to FTA Circular 4220.1F (Chapter VII), "The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, and protests of awards, disputes, and claims, using good administrative practices and sound business judgment. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern."

In all instances, City shall disclose information regarding protests to FTA via memorandum.

Proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. City will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City's Regional Transportation Commission (RTC) or Carson Area Metropolitan Planning Organization (CAMPO), as applicable, on the protest. City will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation:

All protests lodged by potential or actual bidders must be made in writing and contain the following information:

- Name, address, and telephone number of the protester.
- Identification of the solicitation or contract number and title.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue(s) to be resolved and statement of what relief is requested.
- Argument and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Proposal process. In the case of Requests for Proposals, the Transit Coordinator shall direct the protester to mail or deliver the protest to relevant parties.

  Mail or hand-deliver the protest to:

  Carol Akers, Purchasing and Contracts Administrator
  City Hall – Purchasing and Contracts
  201 N. Carson Street, Suite 2
  Carson City, NV 89701

  Faxed or e-mailed protests will not be accepted.

City will respond, in written detail, with counterclaims to each substantive issue raised in the protest. City will also perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the legal positions of the contractor, City, and FTA.

City has the authority to render the final determination regarding the protest. Any determination rendered by City will be final. The Federal Transit Administration will entertain appeals only in cases stated below in "Appeals."

Pre-Solicitation Phase Protest - A Pre-Solicitation Phase Protest must be received in writing by City a minimum of five (5) full working days prior to the proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the City, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) working days from the time the protest is received, City will notify all that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those whose proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid to the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Pre-Award Protest – Protests may be lodged after the Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) working days from the time the protest is received, City will notify all Proposers that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those Proposers whose proposals might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Post-Award Protest – City will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by Proposers. Upon receipt of a protest, City shall notify the Proposer awarded the contract. City will render a determination to proceed with the contract

or suspend the project until the protest is resolved. City will respond to the protest in writing within five (5) working days after receipt of the protest.

Appeals - City has the authority to settle any dispute and resolve the protest. City may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the RTC or the CAMPO, as applicable, within three (3) working days after City issues a final decision. The RTC/CAMPO Chairperson will issue a decision within five (5) working days after receipt of the appeal. City may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s). The Protester has the right to appeal in writing to FTA if:

- The Protester has exhausted all administrative remedies with City, and
- City has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region IX Office within five (5) working days of the date the Protester knew or should have known of the violation.

Office of Program Management and Oversight
Federal Transit Administration Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to City within the same timeframe. In the event of a protest, City will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, City will grant an allowance for request for reconsideration.

Neither the City's Board of Supervisors, Regional Transportation Commission, CAMPO, nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a proposal, whether or not the person files a notice of protest pursuant hereto.

9. Buy America Procedure and Requirements

This section pertains to Buy America requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR part 661. Buy America Certifications shall be used for the procurement of steel, iron, or manufactured products and be included on Rolling Stock procurements $150,000 and above only. The required Buy America clauses have been incorporated into the FTA Attachments.

Procedures:

- The Buy America Clause and Certification form shall be included for all bids and procurements except for micro-purchase procurements.
- The Project Manager will include the clause and form with the final procurement package and mark the box in the checklist as completed once added.
- The Document Controller will review the final procurement package checking for the clause and certification form.
- Upon receive of the bid and procurement documents, the Contract Administrator verifies that the form has been received.

Buy America Certification

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER $150,000

If this contract or purchase order is valued in excess of $150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

If this contract or purchase order is valued in excess of $150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 661.11, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

☐ This contract or purchase order is valued greater than $100,000, but less than $150,000.

Date

_____

Print Name of Authorized Official

_____

Title

_____

Signature of Authorized Official

_____

Company Name

_____

Company Address

_____

Note: This Buy America certification must be submitted to Carson City, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than $150,000) made with capital, operating or planning funds.

10. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable based on the estimated project cost and contract clause matrix. Current versions of these have been incorporated into the FTA Attachments. (Refer to FTA Attachments) Below is an example of required provisions.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(L) Domestic preferences for procurements (Buy America / Build America).

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(M) Procurement of Recovered Materials, per 6002 of The Solid Waste Disposal Act, 2 CFR 200.323 Appendix II to Part 200.

(N) Notice to FTA and U.S. DOT Inspector General of information related to fraud, waste, abuse, or other legal matters.

(O) Seat Belt Use, per FTA Master Agreement Section 34 (a).

(P) Distracted Driving, per FTA Master Agreement Section 34 (b).

11. Responsibility Determination Procedures

This section pertains to Awards made to Responsible Contractors per the requirements of 49 USC 5325(j). CAMPO Staff must make adequate responsibility determinations prior to award of a contract over the micro-purchase threshold.

Procedures:

- The Responsibility Determination Form shall be used for all bids, procurements and purchases over the micro-purchase threshold, but is not included in the procurement package.
- Prior to making an award, the Contract Administrator, in consultation with the Project Manager, will complete this form as described for all submitted bids or proposals, the lowest, the highest, and all in between.
- The Project Manager will save the form in the project file.
- The Document Controller will ensure that the form as been completed and saved in the project file and will utilize the checklist to verify and document its completion.

Responsibility Determination Form

Bid/RFP No: _____
Supplier: _____
Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	**Comment**
1. Appropriate financial, equipment, facility, and personnel?	☐ Yes ☐ No	_____
2. Ability to meet the delivery Schedule?	**Acceptable** ☐ Yes ☐ No	**Comment** _____
3. Satisfactory history of performance, facility, and personnel?	**Acceptable** ☐ Yes ☐ No	**Comment** _____
4. Satisfactory record of integrity, not on debarred or suspended listings.	**Acceptable** ☐ Yes ☐ No	**Comment** _____
5. Receipt of all necessary data from Supplier, including license(s) per public Policy.	**Acceptable** ☐ Yes ☐ No	**Comment** _____

12. Price Analysis

A price analysis is needed to determine if the offers you received are fair and reasonable. The steps needed to complete a price analysis are included on the following form.

Price Analysis Form

ITEM BEING PROCURED _____

A price analysis is needed to determine if the offers you received are fair and reasonable. The most common way to make this determination is to compare the offers to your Independent Cost Estimate (ICE). You may need to conduct additional analysis if your ICE is not consistent with the offers received.

Step 1: Determine if the offered prices received are Fair and Reasonable by comparing to your Independent Cost Estimate (ICE).

Fill in the following matrix: (Use the ICE from your ICE form)

Independent Cost Estimate	Vender A Offered Price	Vendor B Offered Price	Vendor C Offered Price	Vendor D Offered Price

(Attach additional sheets if necessary)

If your ICE is consistent with the offered prices, proceed to Step 3. If not, complete Step 2 and Step 3. Sign and date this form and include in the project's procurement file.

Step 2: Determine if offer is fair and reasonable (complete either a or b below)

a. Explain how the above numbers show that the price is fair and reasonable

_____

_____

_____

b. If you cannot use your ICE to determine if the price is fair and reasonable, additional explanation is required. Please indicate how you determined the price is fair and reasonable. Some accepted forms of price analysis techniques discussed in the *Pricing Guide for FTA Grantees* are:

1. Prices set by law or regulation (e.g., utility rates);
2. Established catalog prices:
3. Comparison to previous purchases:
4. Current published standards:
5. Established market prices.

Please indicate your technique:

_____ Prices are set by law or regulation. These are considered fair and reasonable. Grantees should acquire a copy of the rate schedules set by the applicable law or regulation to provide with the file. Once these schedules are obtained, verify that they apply to your situation and that you are being charged the correct price. For utility contracts, this policy applies only to prices prescribed by an effective, independent regulatory body.

_____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Provide documentation such as copies of the catalog pages, website screenshots, etc.) Established catalog prices require the following conditions:

- Established catalog prices exist.
- The items are commercial in nature.
- They are sold in substantial quantities.
- They are sold to the general public.

_____ Comparison of proposed pricing with historical pricing from previous purchases of the same item. Changes in quantity, quality, delivery schedules, the economy, and inclusion of non-recurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed. Also ensure that the previous price was fair and reasonable. (Provide a copy of the previous purchase invoices or quotes.)

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

_____ Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If one cannot determine other commercial buyers and sellers, one may obtain this information from the offeror. (Provide documentation such as advertisements, catalog pages or invoices from other buyers and sellers.)

_____ Other (provide explanation):

Step 3: Negotiation – Required for A & E procurements and may be appropriate for other RFP procurements

For RFP procurements – were negotiations conducted with the selected vendor?

☐ Yes

☐ No, If No, why not?

_____

_____

_____

_____

For all A & E and other RFP procurements that conducted negotiations, describe the negotiations that occurred.

_____

_____

_____

_____

_____

_____

NAME

SIGNATURE	TITLE	DATE

CONTRACT ATTACHMENT
FTA REQUIRED FEDERAL CLAUSES
(Contracts equal to or greater than $100,000 for Rolling Stock Purchases)

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

1) Carson City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Carson City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

II. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement

between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

III. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA

Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7) FTA does not require the inclusion of these requirements in subcontracts.

IV. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

V. TERMINATION PROVISIONS

1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written

notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

VI. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

Carson City is an Equal Opportunity Employer. The following requirements apply to the underlying contract:

1) Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37,49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, DOT Orders related to Title VI assurances and non-discrimination provisions, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information,

medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.

2) Equal Employment Opportunity – The bidder, and any and all subcontractors of the bidder, are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).

   The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

   a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression -** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
   b. **Sex–**The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
   c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
   d. **Disabilities-**The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

3) The Contractor agrees to include each of these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VII. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is listed in the attached form. **A separate contract goal has not been established for this project [or] The DBE Goal of this project is xx%. The attached form is only required if a DBE is participating in a project.**

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

VIII. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

IX. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As required by 2 CFR 200.216, recipients and subrecipients of federal funding, are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

X. DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION PROCEEDURES

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

Through submission of the accompanying form ***(form attached and to be submitted with bid),*** the bidder or proposer certifies as follows:

1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Carson City may pursue available remedies, including suspension and/or debarment.

2) The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.

4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.

5) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.

7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

XI. BUY AMERICA

NOTE: This section applies to the purchase of vehicles when the cost of the purchase exceeds $150,000.

For any FTA assisted project, the Consultant/Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants/Contractor equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to City the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification ***(attached form)*** must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

The Buy America Certification form for products must be included and submitted with each bid that exceeds $100,000 for procurement of steel, iron, manufactured products, or rolling stock.

1) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
    a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
        i. Procure or obtain;
        ii. Extend or renew a contract to procure or obtain; or
        iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
            1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
            2. Telecommunications or video surveillance services provided by such entities or using such equipment.
            3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

XII. CARGO PERFERENCE

The contractor agrees:

1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

XIII. PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS

THE CONTRACTOR AGREES TO COMPLY WITH 49 U.S.C. § 5323(M) AND FTA'S IMPLEMENTING REGULATION AT 49 C.F.R. PART 663. THE CONTRACTOR SHALL COMPLY WITH THE BUY AMERICA CERTIFICATION(S) SUBMITTED WITH ITS PROPOSAL/BID. THE CONTRACTOR AGREES TO PARTICIPATE AND COOPERATE IN ANY PRE-AWARD AND POST-DELIVERY AUDITS PERFORMED PURSUANT TO 49 C.F.R. PART 663 AND RELATED FTA GUIDANCE, AND WILL SUBMIT ALL REQUIRED DOCUMENTATION, INCLUDING WITHOUT LIMITATION:

1) Buy America Documentation. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2) Solicitation Specification Documentation. The CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.

3) Federal Motor Vehicle Safety Standards (FMVSS). The CONTRACTOR shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

XIV. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.

5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

XV. LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier of Contractor and Sub-Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

Certification for Contracts, Grants, Loans, and Cooperative Agreements ***(to be submitted with each bid or offer exceeding $100,000).***

By using the accompanying form and by singing the Contract, the undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

XVI. ENVIRONMENTAL REGULATIONS

1) **Clean Air**
   a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

   b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

2) **Clean Water**
   a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

   b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

3) **Energy Conservation**
   The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

XVII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Reference Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

These requirements extend to all third-party contractors and their contracts at every tier. The Contract Work Hours and Safety Standards Act applies to all FTA funded contracts in excess of $100,000 that involve the employment of mechanics or laborers.

1) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

4) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

5) For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

6) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

7) The FTA shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

XVIII. SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

XIX. ITS NATIONAL ARCHITECTURE CONFORMANCE – (ITS Projects ONLY)

ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Additional information is here: https://www.transit.dot.gov/research-innovation/national-its-architecture-consistency-policy-transit-projects

XX. ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

XXI. VETERANS EMPLOYMENT

To the extent practicable, Contractor agrees that it:

1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

Contractor also assures that its sub-contractor will:

1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

XXII. SAFE OPERATION OF MOTOR VEHICLE

1) Seat Belt Use. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217). (1) The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. (2) The Contractor shall include this "Seat Belt Use" provision in each third-party agreement related to the Award. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Carson City.

2) Distracted Driving. The Contractor of this funding agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. The Contractor further agrees to include the preceding provision in its third-party agreements and encourages all third-party participants to comply with this provision, and include this provision in each third party sub-agreement at each tier supported with federal assistance.

XXIII. RIGHT TO PROTEST

In accordance with the 'Instructions to Bidders', a Bidder may file a Notice of Protest regarding the awarding of the contract. Please refer to the separate attachment for Protest Procedures for FTA-Assisted Procurements.

XXIV. FORMS

The following forms are required.

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

29th day of May, 2025

By Jacqueline Day Deputy

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to adopt **Resolution 2026R-009** augmenting the Fiscal Year 2025-26 budget for the Town of Gardnerville's various funds by $725,502. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Adopt Resolution 2026R-009 augmenting the Town of Gardnerville's Fiscal Year 2025-26 budget in various funds by $725,502 as presented.

FINANCIAL IMPACT:
The overall expenditure authority of the County is increasing from greater-than-anticipated adjusted opening fund balances in the following funds: Town of Gardnerville Fund (610), Town of Gardnerville Ad Valorem Capital Projects Fund (614), and Town of Gardnerville Health & Sanitation Fund (611).

BACKGROUND:

NRS 354.598005 provides guidelines to local governments to augment, or increase, budgets when resources are greater than those that were previously estimated. As defined in NRS 354.493, a budget augmentation is a "procedure for increasing the appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations." At the time of budget adoption, Finance Department staff estimates the beginning fund balance available to start the new fiscal year. When the audit of that year's financial statements is completed, there are sometimes more funds available than was projected during the budget process. The surplus is available to increase the current year's budget, which is considered an augmentation, for such things as already approved purchase orders and projects from the prior fiscal year, amending the opening fund balance based on prior year results, and for one-time critical projects.

This agenda item requests to augment (increase) expenditures per NRS 354 and County Policy 300.20

Budget Augmentation and Transfer. NAC 354.410 specifies that available resources for budget augments are: (a) An opening balance which is larger than anticipated; (b) Revenues in excess of those budgeted; (c) Revenues generated from previously unbudgeted sources; or (d) An unappropriated ending fund balance of a fund for capital projects. The Financial Impact section details the available resources.

This budget augment request increases the overall expenditure authority of the County by $725,502 as follows:

The Town of Gardnerville Fund 610 by $316,293, the Town of Gardnerville Ad Valorem Capital Projects Fund 614 by $7,434, the Town of Gardnerville Health & Sanitation Fund 611 by $401,775 from greater-than-anticipated opening fund balances to cover various anticipated expenses. Presented and approved by the Gardnerville Town Advisory Board on February 3, 2026.

Per NRS 354.598005 the County has published notice in the newspaper of $323,727, which represents augmentations to Town of Gardnerville Fund 610 of $316,293 and Town of Gardnerville Ad Valorem Capital Projects Fund 614 of $7,434. These funds receive property taxes and augments to these funds are required to be published before adoption.

ATTACHMENTS:
Resolution_2026R-009 BOCC 4.2.26.pdf

RESOLUTION NUMBER 2026R-009

RESOLUTION AUGMENTING THE TOWN OF GARDNERVILLE (610), TOWN OF GARDNERVILLE AD VALOREM CAPITAL PROJECTS (614), TOWN OF GARDNERVILLE HEALTH & SANITATION (611) FUND 2025 - 2026 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

	Project #	Project:	
	25Y18	Gardnerville Electric Car Charging Stations	
	Revenue/Reserves	Account Description	Amount
	610-000 301.000	Opening Fund Balance (Unassigned)	294,293
25Y18	610-000 360.901	Reimbursements	14,000
	610-000 368.010	Donations-Special Events	8,000
	614-000 301.100	Opening Fund Reserves	7,434
	611-000 301.000	Opening Fund Balance (Unassigned)	401,775
		TOTAL REVENUES	725,502
	Expenditures		
	610-923 533.817	Small Projects	(13,000)
	610-923 532.015	Maint & Repair	13,000
	610-921 520.089	Power	12,000
	610-921 520.107	Maint Equip	1,800
	610-923 520.090	Water	16,000
	610-926 562.000	Capital Projects	283,993
	610-921 533.800	Office Supplies	2,500
	614-730 625.103	Appropriated Reserve	7,434
	611-925 564.700	Motor Vehicles	(114,724)
	611-925 532.015	Maint & Repair	7,500
	611-925 625.200	Operating Reserves	50,000
	611-925 625.250	Capital Impr. Reserves	256,499
	611-925 625.500	Buildings Reserve	200,000
	611-925 533.800	Office Supplies	2,500
		TOTAL EXPENDITURES	725,502

NOW, THEREFORE, BE IT RESOLVED THAT the 2025 - 2026 Fiscal Year budget is herein amended.

Adopted this 2 day of April, 2026 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____

Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Douglas County Finance Department

Budget Transfer Request Form

Treating as BUDGET AUGMENT

Request Date 2/3/2026 **Requested By** Town of Gardnerville

Fiscal Year 25/26 **Fund/Dept** 610 - 921, 923 & 926

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Opening Fund Balance	610-000-301.000		294,293			
2	Reimbursements	610-000-360.901	25Y18	14,000			
3	Donations - Special Events	610-000-368.010		8,000			
4	Small Projects	610-923-533.817					13,000
5	Maintenance & Repair	610-923-532.015				13,000	
6	Power	610-921-520.089				12,000	
7	Maintenance Equipment	610-921-520.107				1,800	
8	Water	610-923-520.090				16,000	
9	Capital Projects	610-926-562.000				283,993	
10	Office Supplies	610-921-533.800				2,500	
			Totals	316,293	-	329,293	13,000
			Net Change	**316,293**		**316,293**	

Purpose 1) Larger Than Anticipated Openign Fund Balance. 2) Fees for electric car charging stations. 3) Donations received for Christmas Kickoff. 4 & 5) Materials for new aggregate base at the trail & sand topping at K-9 Korral were charged to maintenance and repair instead of small projects. Offset both accounts accordingly. 5) Energy increase at GV Station due to Electric Car Charging. 7) Small account ($200). We replaced the office AED and TV at GV Station. 8) Cost increase for water at town parks. Underestimated increase 35%. 9) Any additional funding toward GV Station and Industrical Way. 10) New chairs & tv for board.

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

Department Head Name Erik Nilsson **Signature** Erik Nilsson

Approved by Town Board 2-3-26

Finance Use Only

	IRC Approval		BOCC Approval	
Douglas County	***Agenda #***	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds:
- ☑ Adjusted Opening Fund Balance (AOFB)
- ☐ Grant - STOP - use the Grant Forms Packet
- ☐ Greater Than Anticipated Revenues
- ☐ Capital Projects Fund Reserves

Request Date 2/3/2026 **Requested By** Town of Gardnerville

Fiscal Year FY25/26 **Fund/Dept:** 614-730

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Opening Fund Balance	610-000-301.000	NA	7,434	
2	Appropriated Reserves	614-730-625-103	NA		7,434
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
			Total	7,434	7,434

Purpose: Larger than anticipated opening fund balance

Total in reserves after augment = $78435

Approved by Gardnerville Town Board on 2-3-26

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

Department Head Name Erik Nilsson **Signature** Erik Nilsson

Approved by Town Board 2-3-26

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Transfer Request Form

Treating as BUDGET AUGMENT

Request Date 2/3/2026 **Requested By** Town of Gardnerville

Fiscal Year 25/26 **Fund/Dept** 611-925

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Opening Fund Balance	611-000-301.000		401,775			
2	Motor Vehicles	611-925-564.700					114,724
3	Maint Buildings & Grounds	611-925-532.015				7,500	
4	Operating Reserves	611-925-625.200				50,000	
5	Capital Imp.Reserves	611-925-625.250				256,499	
6	Buidling Reserves	611-925-625.500				200,000	
7	Office Supplies	611-925-533.800				2,500	
8							
9							
10							
11							
			Totals	401,775	-	516,499	114,724
			Net Change	**401,775**		**401,775**	

Purpose 1) Larger Than Anticipated Opening Fund Balance. 2) Purchased new sanitation truck on 7/1/2025 this is the additional funds left over from the purchase. Transfer to Reserves. 3) Purchased new furnace for sanitation building 4) Additional reserves 34 days operating reserves. 5) Safe for future sanitation truck. 6) Save for new roof and pavement at shop. 7) New board chairs

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

Department Head Name Erik Nilssen **Signature** Erik Nilssen

Approved by Town Board 2-3-26

Finance Use Only

	IRC Approval		BOCC Approval	
Douglas County	***Agenda #***	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 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 February 28, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through February 28, 2026, as presented.

FINANCIAL IMPACT:
None.

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

ATTACHMENTS:
Cash Report as of Feb 28, 2026.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 2/16/2026 - To Date: 2/28/2026

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$22,770,470.70	$2,418,009.72	1	$25,188,480.42
201	Stabilization Fund	$1,721,670.70	$5,090.12		$1,726,760.82
202	Nv Cooperative Extension	$601,470.38	$43,084.54		$644,554.92
208	Cash Trust	$837,286.34	($495.43)		$836,790.91
211	Solid Waste Mgmt.	$3,731,215.80	$95,551.23		$3,826,767.03
212	Landscape Maintenance Districts	$10,546.21	$3,083.10		$13,629.31
215	Assistance To Indigents	$2,054,701.32	$243,746.59		$2,298,447.91
216	Social Services	$1,052,195.66	$33,545.90		$1,085,741.56
217	One Nevada (Opioid Settlement)	$1,500,690.32	($18,193.66)		$1,482,496.66
220	PALS Sales Tax Fund	$0.00	$0.00		$0.00
222	Law Library	$74,396.00	$217.29		$74,613.29
224	Library	$963,672.41	$233,240.39		$1,196,912.80
232	Road Operating	$1,982,787.47	$22,568.67		$2,005,356.14
234	Room Tax	$4,136,479.52	$139,276.80		$4,275,756.32
235	Library Gift Fund	$157,014.63	$1,433.38		$158,448.01
236	Tahoe-Douglas Trans.Dist.	$4,764,916.47	$1,730.71		$4,766,647.18
240	Justice Ct. Admin. Assess	$1,585,839.92	$4,640.77		$1,590,480.69
242	China Spring Youth Camp	$141,840.06	$990,680.28		$1,132,520.34
245	Stormwater Management	$549,528.23	($30,322.04)		$519,206.19
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,688,337.16	$104,157.77		$1,792,494.93
256	911 Surcharge	$515,780.26	($8,690.16)		$507,090.10
260	Senior Services Program	$2,695,072.39	$176,572.97		$2,871,645.36
297	Restricted Accounts Fund	$4,056,796.76	$3,062.44		$4,059,859.20
309	Risk Management	$6,767,932.95	($222,933.86)		$6,544,999.09
310	Self Ins.Dental Insurance	$823,129.19	$573.07		$823,702.26
313	Motor Pool/Vehicle Maint	$1,638,813.77	$146,047.13		$1,784,860.90
324	Regional Water Fund	$2,589,998.24	$22,732.06		$2,612,730.30
325	Sewer Utility	$10,777,362.01	$788,620.85		$11,565,982.86
328	Douglas County Water Utility	$22,147,616.37	$554,324.85		$22,701,941.22
360	Airport Enterprise Fund	$2,520,505.71	$2,235.05		$2,522,740.76
361	Stormwater Enterprise Fund	$399,100.64	($1,276.07)		$397,824.57
401	Extraordinary Maintenance	$3,057,343.79	$9,528.01		$3,066,871.80
405	Ad Val Capital Projects	$1,576,381.12	($178,599.46)		$1,397,781.66
410	County Construction	$7,857,498.05	($72,938.59)		$7,784,559.46
420	Park Resident.Const.Tax	$1,004,914.18	($135,811.09)		$869,103.09
430	Regional Transportation	$12,593,054.49	($443,415.97)		$12,149,638.52
440	Capital Projects-Debt Financed	$42,605,273.56	($30,256.86)		$42,575,016.70
541	Debt Service	$2,276,896.84	$910,662.25		$3,187,559.09
600	Dc Redevelopment Area 2-Admin.	$400,593.19	$117,939.26		$518,532.45
601	Dc Redevl. Area 2-Cap. Projects	$28,432.22	$84.06		$28,516.28
606	Dc Redevel.-Cap.Projects	$2,746,670.11	$8,120.52		$2,754,790.63
610	Gardnerville Town	$1,952,641.41	$185,122.91		$2,137,764.32
611	Gardnerville Trash	$1,123,272.05	$29,209.16		$1,152,481.21
614	Gardnerville Ad Val Cap Proj	$113,759.95	$318.00		$114,077.95
620	Genoa Town	$766,692.08	$2,269.13		$768,961.21
622	Genoa Ad Val Cap Projects	$61,573.95	$181.39		$61,755.34
624	Genoa Construction Res	$44,468.71	$131.48		$44,600.19
630	Minden Town	$1,604,907.89	$29,862.21		$1,634,770.10
631	Minden Ad Val Cap Project	$253,300.21	$731.26		$254,031.47
635	Minden Trash	$660,425.62	($8,784.60)		$651,641.02
636	Minden Cap.Equip./Constr.	$3,149,359.45	$181,797.96		$3,331,157.41

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
639	Minden Wholesale Water Utility	$7,465,045.63	($20,960.38)		$7,444,085.25
640	Minden Town Water	$12,340,757.21	$4,478.87		$12,345,236.08
710	School District	$770,390.06	$3,079,358.05		$3,849,748.11
720	School Dist. Debt	$723,816.61	($203,882.55)		$519,934.06
804	Carson Water Sub	$152,150.57	($40,040.71)		$112,109.86
806	Cave Rock	$17,198.56	($5,744.55)		$11,454.01
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$2,362,028.11	($600,567.18)		$1,761,460.93
810	Elk Point Sanitation	$544.21	($279.56)		$264.65
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$227,822.96	($35,350.07)		$192,472.89
813	Genoa Lakes District	$254,712.36	$257.54		$254,969.90
814	Indian Hill	$227,233.54	($39,323.62)		$187,909.92
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$215,186.59	($94,205.64)		$120,980.95
822	Lakeridge	$5,416.76	($2,926.51)		$2,490.25
823	Legal Services	$9,190.74	$19.68		$9,210.42
824	Logan Creek	$22,217.96	($11,436.24)		$10,781.72
826	Mgsd	$119,171.09	($30,575.47)		$88,595.62
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$71,382.32	($63,356.73)		$8,025.59
832	Round Hill GID	$41,327.69	($8,131.63)		$33,196.06
834	Sierra Estates	$5,125.46	($1,167.34)		$3,958.12
836	Skyland	$12,958.55	$148.42		$13,106.97
838	Tahoe Douglas Sanitation	$33,015.12	($9,373.96)		$23,641.16
839	Tahoe Douglas Fire	$1,338,532.52	($501,410.43)		$837,122.09
840	Topaz Estates	$39,095.01	($8,496.15)		$30,598.86
842	Zephyr Cove	$3,011.28	($1,174.22)		$1,837.06
844	Zephyr Heights	$21,573.23	($8,392.71)		$13,180.52
846	Zephyr Knolls	$9,078.10	($2,656.63)		$6,421.47
847	Ef Swim Pool Dist Oper	$627,341.48	($158,625.12)		$468,716.36
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$2,619,138.85	$672,573.63		$3,291,712.48
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	$82,617.03	($75.08)		$82,541.95
856	Inmates Trust	$21,552.54	$3,660.63		$25,213.17
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$115,568.33	$433.00		$116,001.33
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89
867	Public Administrator	$2,439,781.43	($144,622.35)		$2,295,159.08
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$157,287.00	($39,697.51)		$117,589.49
890	State Of Nevada	$2,825,998.46	$951,748.10		$3,777,746.56
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$0.00	$0.00		$0.00
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 100 Funds		$226,235,725.42	$9,038,671.07		$235,274,396.49

Notes

1 General Fund Revenue Collections

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to award a $162,499.05 construction contract to Sierra Controls, LLC for the Cave Rock Treatment Plant Programmable Logic Controller (PLC) Replacement Project and authorize the County Manager or 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)

RECOMMENDED MOTION:
Award a $162,499.05 construction contract to Sierra Controls, LLC for the Cave Rock Treatment Plant PLC Replacement Project and authorize the County Manager or Director of Public Works to execute the contract and change orders up to 10% of the original contract amount.

FINANCIAL IMPACT:
In excess of $178,749 in funds are available in Project 26W04.

BACKGROUND:
The Cave Rock Treatment Plant Programmable Logic Controller (PLC) has reached its useful life and requires replacement. Project 26W04 will replace the PLC with a new PLC which will increase the reliability of the treatment plant operation. Public Works Engineering publicly opens bids for the project on February 25, 2026, and Sierra Controls, LLC was the apparent lowest responsive and responsible bidder at $162,499.05. The Engineer's Opinion of Probable Cost was $180,000.

ATTACHMENTS:
00_52_13_-_Contract_for_Const_of_a_Small_Project (2).docx
Sierra Controls.pdf
George T Hall.pdf

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **Douglas County, Nevada** (Owner) and **Sierra Controls, LLC** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. Cave Rock WTP PLC Replacement Project which consists of installing replacement programable logic controllers (PLC's) at the Cave Rock Water Treatment Plant..

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located 1309 US Highway 50, Glenbrook, NV.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to

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(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Performance bond.
3. Payment bond.
4. Specifications as listed in the Specifications Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda 1-3.
7. Exhibits to this Contract (enumerated as follows):
    a. None.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Notice to Proceed (00 55 00).
    b. Work Change Directives (00 94 49).
    c. Change Orders (00 94 63).
    d. Field Orders (00 94 39).

ARTICLE 3—ENGINEER

3.01 *Engineer*

A. The Engineer for this Project is HDR Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

A. The Work will be substantially complete on or before March 1, 2027 and completed and ready for final payment on or before March 15, 2027.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay

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in completion (but not as a penalty) Contractor shall pay Owner $1,000.00 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.

B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of $162,499.05 for all Work.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

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6.02 *Insurance*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. *Commercial General Liability*

General Aggregate	$1,000,000
Products - Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

c. *Automobile Liability*

Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

d. *Excess or Umbrella Liability*

Per Occurrence	$1,000,000
General Aggregate	$1,000,000

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	$N/A
General Aggregate	$N/A

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

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D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities

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performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground

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facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.

E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval.

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Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide the Site and easements required to construct the Project.

D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

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G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

A. Engineer will be Owner's representative during construction.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but

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not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:

1. Review the condition in question;

2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;

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4. Obtain any pertinent cost or schedule information from Contractor;

5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.

C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's

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acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

A. Contractor warrants that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to

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recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.

C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

B. The final application for payment must be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

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3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all pending claims; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

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possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents.

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. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

Owner:

Douglas County, Nevada
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

1120 Airport Rd. Bldg. F2

PO Box 218

Minden, NV 89423

Designated Representative:

Name: *Nicholas Charles*
(typed or printed)

Title: *Senior Civil Engineer*
(typed or printed)

Address:

1120 Airport Rd. Bldg. F2

PO Box 218

Minden, NV 89423

Phone: *775-782-6239*

Email: *ncharles@douglasnv.us*

Contractor:

Sierra Controls, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

5470 Louie Lane, Suite 104

Reno, NV 89511

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: *0077744*
(where applicable)

State: *Nevada*

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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. _X_ Section 00 41 43 – Bid Form

B. _X_ Section 00 42 43 – Bid Schedule

C. _X_ Section 00 43 13 – Bid Bond

D. _X_ Section 00 45 13.01 – Bidder's Qualification Statement

E. _X_ Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

F. _X_ 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. _X_ Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

B. _N/A_ 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 Clubhouse Lift Station Rehabilitation 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 No. 1	Feb 17, 2026
Addendum No. 2	Feb 19, 2026
Addendum No. 3	Feb 25, 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 8.02.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: Sierra Controls, LLC
(typed or printed name of organization)

By: J. Andrew Ward
(individual's signature)

Name: Dallas Andrew Ward
(typed or printed)

Title: President
(typed or printed)

Date: Feb 25, 2026
(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: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: Dallas Andrew Ward
(typed or printed)

Title: President
(typed or printed)

Phone: 775-236-3350

Email: andrewww@sierracontrols.com

Address:

5470 Louie Lane, Suite 104
Reno NV 89511

Bidder's Contractor License No.: (if applicable) 0077744

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Section 00 42 43 – Bid Schedule

Bid Schedule

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Insurance, & General Conditions	1	LS	$7,738.05	$7,738.05
2	PLC Replacement	1	LS	$154,761.00	$154,761.00
				Bid Schedule 1 Total:	$162,499.05
Bid Schedule Total In Words:	One hundred sixty-two thousand four hundred ninety-nine dollars and five 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: Sierra Controls, LLC

Authorized Signature: J. Andrew Ward

Date: Feb 25, 2026

For Bid Item Descriptions see Section 01 29 00 – Payment Procedures

PROPOSAL

Sierra Controls, LLC
5470 Louie Lane Ste. 104
Reno, NV 89511
(775) 236-3350

Quote / Project #: 26-7564 / Rev02
Date: 2/26/2026
Client Manager: Andrew Ward
Est. Start Date: Upon Award

To: **Douglas County Public Works**
Attention: **Nicholas Charles**
Project: **Cave Rock WTP PLC Replacement**

Sierra Controls LLC (SC) is pleased to provide this proposal for Douglas County Public Works in support of the Cave Rock WTP PLC Replacement.

The intent of this project is for Sierra Controls to provide a replacement Cave Rock WTP PLC Backpanel and programming as required in the project specifications. This includes a shutdown of no more than 96 hours and the completion of all punchlist items within 4 working days of the WTP being back online. The control panel will be system tested and will have a customer witnessed factory acceptance test. The SCADAPack x70 communications with other sites will be tested per the specifications prior to any installation labor.

Item #	Description	Quantity	Unit Price	Est. Tax	Line Total
Item 1	**Cave Rock PLC Replacement Backpanel**	1	$ 40,270.00	$ -	$ 40,270.00

Pricing Includes:

- (1) CompactLogix 5380 Controller - 2 MB Memory
- (1) Screw Clamp RTB Kit
- (2) 5069 CompactLogix I/O 8 Point Analog Input Module
- (8) 18 Point Screw Clamp RTB
- (1) 5069 CompactLogix I/O 8 Point Analog Output Module
- (16) 5069 CompactLogix I/O 4 Point Analog Output Module
- (3) 5069 CompactLogix I/O 16 Point Digital Input Module
- (1) 5069 CompactLogix I/O 16 Point Digital Output Module
- (1) SCADAPack 470 PLC
- (1) 48 X 36 Hoffman Replacement Backpanel
- (1) 15.6 In Smart HMI Touchscreen
- (2) AB 240 Watt Power Supply(s)
- (1) AB XLB Redundant Power Supply Module
- (1) SCADAMetrics Smart Bell 202 Modem
- (72) Terminal Block 1492-J3P Plug-In
- (56) FUSE HOLDER 1492-FPK2 Plug-In
- (10) Terminal Block 1492-EAJ35 Plug-In
- (16) Terminal Block 1492-JD3Y Double
- (58) Terminal Block 1492-JD3 Double
- (4) Terminal Block 1492-J3(s)
- (8) Terminal Block 1492-H6 Fuse Holder
- (3) Terminal Block 1492-N37 Fuse Packs
- (1) Battery Enclosure 12X12X8 NEMA 3R Lockable
- (1) N-Tron 708TX - Managed Ethernet Switch
- (16) IDEC Relay RH1B-ULCDC24V
- (16) IDEC Relay Socket SH1B-05
- (1) Prosoft Ethernet/IP To Modbus TCP Gateway
- (1) Hoffman 48X36 Door Replacement
- (2) 12V 35AH Battery(s)
- (1) Battery Charger with Din Rail Clip

Pricing also Includes:

Control Panel Manufacturing and Wiring, Electrical Testing, Factory Aceptance Testing Per Project Specifications.

Item 2	**Professional Services**	1	$ 51,715.00	$ -	$ 51,715.00

Pricing Includes:

See attached Professional Services Breakdown

Item 3	**Installation Services**	1	$ 25,976.00	$ -	$ 25,976.00

Pricing Includes:

See attached Installation Services Breakdown

SIERRA CONTROLS

Item 4	Electrical Sub-Contractor	1	$ 36,800.00	$ -	$ 36,800.00

Pricing Includes:

Includes:

- Assist integrator with demolition and removal of equipment, wire and cable.
- Install new conduit, wire and cable as needed by integrator.
- Assist with integrator equipment installation.

Clarifications:

- Proposal per date stamped 01/06/2026 drawings G1, E1-E5.
- All work on straight time.
- Tax & prevailing wages included.

Exclusions:

- Permits, fees, bonding (available at 1.5%), special insurance requirements.
- Temporary power, temporary lighting and controls.
- Interconnect drawings.
- Arc-Flash & Coordination Studies and labels.
- Fiber Optic cable, terminations, testing.

Item 5	5% Security Bid Bond	1	$ 7,738.05	$ -	$ 7,738.05
			Price	Est. Tax	Total Price
	Project Total:		$ 162,499.05	$ -	$ 162,499.05

Notes & Disclaimers:

Taxable Items: The value(s) shown for Estimated Tax are based on items that are taxable. Depending on state requirements, not all labor is taxable and therefore labor related taxes are estimated based on taxable and non-taxable labor activities.

Power: Engineering Design of RTU based upon 120v power either existing or provided by others, U.N.O. All other power to be provided by others as required by project.

Conduit & Wire: All conduit, wire pulls and wire labeling to be provided and installed by others. Existing wiring to be in good working order or be replaced by others.

Existing Conditions: Proposal is based upon the presumption that all existing programs, hardware, and controls are complete and functional. Additional programming, hardware or adjustments required by SC to fix / modify existing programming or PCIS / SCADA SYSTEM outside of the scope of this agreement to be billed on a T&M basis.

Additional T&M Work: This proposal represents the complete scope of work to be performed by SC. Any additional requirements, specifications or construction details outside of this proposal are not included and will be billed on a T&M basis as mutually agreed upon by all parties.

Wage Rates: Pricing is based upon prevailing wage rates according to the respective County location in the Project. Client to notify SC prior to the beginning of work if different or indemnify SC for any loss or penalties assessed if determined otherwise after the execution of this agreement.

Warranty: All equipment manufactured by SC to be under a Limited (1) Year Warranty based upon SC Standard Warranty Terms & Conditions beginning at the time of installation or delivery to client. (Whichever comes first) unless noted otherwise. Warranty is void where no Remote Access is provide or available. Additional Terms & Conditions apply. SC will provide complete warranty terms and conditions upon request. Extended warranties available upon request.

Delivery: Scheduled ARO
Terms: NET 30
FOB: RENO, NV

RESPECTFULLY SUBMITTED,
SIERRA CONTROLS, LLC

D. Andrew Ward - President

This quote is valid for 30 days.
To proceed with this order please sign below with an authorized signature and return.

Signed _____ PO Number _____ Date _____

SIERRA CONTROLS

Installation Services Summary

SC Project: SC Project: 26-7564 DCPW - Cave Rock WTP PLC Replacement

Installation Labor

Deliverables	Employee Type	Estimated Task Duration	Billing Rate	SubTotal
Site Instrumentation and Controls Demolition				
Field Engineering Labor	Field Engineer IV	4	$ 230.00	$ 920.00
Controls Technician Labor	Technician	4	$ 165.00	$ 660.00
Control Panel Installation				
Field Engineering Labor	Field Engineer IV	4	$ 230.00	$ 920.00
Controls Technician Labor	Technician	4	$ 165.00	$ 660.00
Control Panel Instrument Terminations and Startup				
Field Engineering Labor	Field Engineer IV	16	$ 230.00	$ 3,680.00
Controls Technician Labor	Technician	16	$ 165.00	$ 2,640.00
Instrumentation Terminations				
Field Engineering Labor	Field Engineer IV	4	$ 230.00	$ 920.00
Controls Technician Labor	Technician	4	$ 165.00	$ 660.00
Control Equipment Terminations				
Field Engineering Labor	Field Engineer IV	4	$ 230.00	$ 920.00
Controls Technician Labor	Technician	4	$ 165.00	$ 660.00
			Sub Item Total:	$ 12,640.00

System Startup, Testing, and Cleanup

Deliverables	Employee Type	Estimated Task Duration	Billing Rate	SubTotal
Sensor Calibration & Point to Point Testing				
Field Engineering Labor	Field Engineer IV	16	$ 230.00	$ 3,680.00
Controls Technician Labor	Technician	16	$ 165.00	$ 2,640.00
Control Equipment Testing				
Field Engineering Labor	Field Engineer IV	8	$ 230.00	$ 1,840.00
Controls Technician Labor	Technician	8	$ 165.00	$ 1,320.00
Punchlist Items				
Field Engineering Labor	Field Engineer IV	8	$ 230.00	$ 1,840.00
Controls Technician Labor	Technician	8	$ 165.00	$ 1,320.00
			Sub Item Total:	$ 12,640.00

Installation Services Summary

Labor Type	Estimated Task Duration	Billing Rate	SubTotal
Field Engineer IV	64	$ 230.00	$ 14,720.00
Technician	64	$ 165.00	$ 10,560.00
Mileage	1	$ 696.00	$ 696.00
		Total:	$ 25,976.00

SIERRA CONTROLS

Professional Services Summary

SC Project: 26-7564 DCPW - Cave Rock WTP PLC Replacement

Project Management

Deliverables	Employee Type	Estimated Task Duration	Billing Rate	SubTotal
Project Kickoff & Milestone Meetings				
Senior Engineering Representative	Sr. Engineer IV	1	$ 250.00	$ 250.00
Project Engineering Representative	Project Engineer IV	1	$ 200.00	$ 200.00
Manufacturing Representative	Shop Fabrication	1	$ 145.00	$ 145.00
Project Administrator Representative	Admin Support	1	$ 95.00	$ 95.00
IT Representative	Sr. IT Systems Engineer	1	$ 200.00	$ 200.00
Scheduling	Sr. Engineer IV	4	$ 250.00	$ 1,000.00
Scope Matrix Development	Project Engineer IV	4	$ 200.00	$ 800.00
Vendor Coordination	Sr. Engineer IV	2	$ 250.00	$ 500.00
Submittals and Document Control	Project Engineer IV	24	$ 200.00	$ 4,800.00
Remote Client Meetings and Progress Updates	Project Manager	8	$ 160.00	$ 1,280.00
Onsite Project Meeting Travel Time	Project Manager	6	$ 160.00	$ 960.00
Onsite Project Meeting Labor	Project Manager	6	$ 160.00	$ 960.00
Project Close-out Documentation	Project Engineer IV	4	$ 200.00	$ 800.00
Network Diagrams	IT Technician	2	$ 165.00	$ 330.00
IT Hardware Configuration and Ordering	IT Technician	1	$ 165.00	$ 165.00
			Sub Item Total:	$ 12,485.00

Instrumentation and Controls Engineering

Deliverables	Employee Type	Estimated Task Duration	Billing Rate	SubTotal
Control Narrative Development	Sr. Engineer IV	8	$ 250.00	$ 2,000.00
IO Table Development	Project Engineer IV	2	$ 200.00	$ 400.00
Onsite Control System Survey - Travel Time	Sr. Engineer IV	2	$ 250.00	$ 500.00
Onsite Control System Survey Labor - Wire Verification	Field Engineer IV	6	$ 230.00	$ 1,380.00
Onsite Radio Survey Travel Time - Communication Testing	Field Engineer IV	2	$ 230.00	$ 460.00
Onsite Radio Survey Labor - Communication Testing	Field Engineer IV	3	$ 230.00	$ 690.00
UL-508A Panel Design for Engineering Documents	Project Engineer IV	16	$ 200.00	$ 3,200.00
Loop Drawings and Forms	Project Engineer IV	8	$ 200.00	$ 1,600.00
Operation and Maintenance Manual	Project Engineer IV	16	$ 200.00	$ 3,200.00
As-Built Documentation	Project Engineer IV	4	$ 200.00	$ 800.00
			Sub Item Total:	$ 14,230.00

PCIS Application Configuration and Development

Deliverables	Employee Type	Estimated Task Duration	Billing Rate	SubTotal
PLC Base Development	Sr. Engineer IV	16	$ 250.00	$ 4,000.00
PLC Control Logic Development	Sr. Engineer IV	24	$ 250.00	$ 6,000.00
PLC Point Database Development	Sr. Engineer IV	8	$ 250.00	$ 2,000.00
PLC to Instrument Calibration and Testing	Sr. Engineer IV	24	$ 250.00	$ 6,000.00
Network Equipment Configuration	Sr. Engineer IV	4	$ 250.00	$ 1,000.00
Local Operator Interface Terminal Development	Sr. Engineer IV	24	$ 250.00	$ 6,000.00
			Sub Item Total:	$ 25,000.00

SIERRA CONTROLS

Professional Services Summary

Labor Type	Estimated Task Duration	Billing Rate	SubTotal
Sr. Engineer IV	117	$ 250.00	$ 29,250.00
Project Engineer IV	79	$ 200.00	$ 15,800.00
Field Engineer IV	11	$ 230.00	$ 2,530.00
Sr. IT Systems Engineer	1	$ 200.00	$ 200.00
Shop Fabrication	1	$ 145.00	$ 145.00
Admin Support	1	$ 95.00	$ 95.00
IT Technician	3	$ 165.00	$ 495.00
Project Manager	20	$ 160.00	$ 3,200.00
		Total:	$ 51,715.00

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Sierra Controls, LLC Address *(principal place of business)*: 5470 Louie Lane, Suite 104 Reno, NV 89511	Name: Travelers Casualty and Surety Company of America Address *(principal place of business)*: One Tower Square Hartford, CT 06183
Owner	**Bid**
Name: Douglas County Public Works Address *(principal place of business)*: 1120 Airport Rd. #F-2 Minden, NV 89423	Project *(name and location)*: Cave Rock WTP PLC Replacement 1309 Highway 50 Glenbrook, Nevada PWP# DO-2026-158 Bid Due Date: February 19, 2026

Bond

Penal Sum: Five Percent of Total Amount Bid (5% of Total Amount Bid)

Date of Bond: February 18, 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
Sierra Controls, LLC *(Full formal name of Bidder)*	Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: D. Andrew Ward *(Signature)*	By: Shelly Demaray *(Signature) (Attach Power of Attorney)*
Name: D. Andrew Ward *(Printed or typed)*	Name: Shelly Demaray *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: Steven Perez *(Signature)*	Attest: Lisa J Smith *(Signature)*
Name: Steven Perez *(Printed or typed)*	Name: Lisa J Smith *(Printed or typed)*
Title: Estimator	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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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shelly Demaray** of **RENO**, **Nevada**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **February**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SIERRA CONTROLS

Office: (775)236-3350
Fax: (775)657-6293

5470 Louie Lane, Suite 104
Reno, NV 89511

SIERRA CONTROLS, LLC

Cave Rock WTP PLC Replacement Project
PWP #: DO-2026-158
Project #: 26W04

Prepared For: Douglas County Public Works

Attn: Nicholas Charles

SIERRA CONTROLS

February 2026

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A. BIDDERS QUALIFIACTION STATEMENT

February 25, 2026

Douglas County Public Works
PO Box 218
Minden, NV 89423

Attn: Nicholas Charles

Re: Bidders Qualification Statement

Dear Nicholas,

Sierra Controls is pleased to submit this Bidder's Qualification Statement for the Cave Rock Water Treatment Plant PLC Replacement Project for Douglas County Public Works.

We acknowledge Addendum No. 03, including the waiver of CSIA certification, ISA field technician and cybersecurity certifications, and ISO 9001 certification requirements. Sierra Controls appreciates the County's clarification and waiver consideration regarding these items.

For over 50 years, Sierra Controls has provided system integration, telemetry, and full process control system services for municipal water and wastewater facilities throughout Nevada and California. Our team has completed numerous projects involving Allen-Bradley PLC systems, SCADAPack controllers, master control panel replacements, HMI upgrades, and live facility cutovers similar in size and complexity to the Cave Rock WTP project.

Our team understands the project outline of the responsibilities outlined in Secion 40 61 13 Process Controls Systems General Requirements All engineering, programming, panel fabrication, and field services are performed by full-time Sierra Controls employees. We maintain in-house UL 508A panel fabrication capabilities and provide 24/7/365 technical support from our Nevada-based office. Our staff includes experienced PLC programmers, networking and telemetry engineers, and field technicians familiar with water treatment plant operations and industry standards.

Sierra Controls would like to express its gratitude for this bid opportunity and the privilege of having worked with the Douglas County Public Works Team over the decades of doing business together.

Company Representative:
Andrew Ward, P.E.
President
5470 Louie Lane, Suite 104
Reno, NV 89511
775-236-3350
andreww@sierracontrols.com

Federal Tax ID#: 38-3893334
NV Contractors License: 0077744

Sincerely,

Andrew Ward, P.E.
President

B. EVIDENCE OF AUTHORITY TO DO BUSINESS IN THE STATE OF NEVADA

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SIERRA CONTROLS, LLC

Nevada Business Identification # NV20121732336
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 11/11/2025.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202511116262893
You may verify this certificate online at https://www.nvsilverflume.gov/home

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
San Joaquin Electric, INC	8985 Double Diamond Pkwy B9- Reno NV 89520	0067932	$36,800

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
San Joaquin Electric, Inc.	8985 Dobble Diamond Pkwy B9 Reno, NV 89520	0067932	$36,800	22%

Percent of Miscellaneous Subcontractors Below Reporting Threshold _____

Total (Must Add Up to 100%) _____

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
Sierra Controls, LLC	5470 Louie Lane, Suite 104, Reno, NV 89511	0077744	$125,699.05
San Joaquin Electric	8985 Double Diamond Pkwy, B9, Reno, NV 89521	67932	$36,800.00

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
Sierra Controls, LLC	5470 Louie Lane, Suite 104, Reno, NV 89511	0077744	$125,699.05	78%
San Joaquin Electric	8985 Double Diamond Pkwy, B9, Reno, NV 89521	67932	$36,800.00	22%

Percent of Miscellaneous Subcontractors Below Reporting Threshold N/A

Total (Must Add Up to 100%) 100%

Updated 2 hour list was turned in at 2:34 on 02/26/2026. Bid opening was at 2:00 on 02/26/2026. -NTC

GEORGE T. HALL COMPANY

February 19, 2026 PQ260028

Project: Cave Rock WTP PLC Replacement
Nicholas Charles, PE
Douglas County Public Works

Dear Nicholas,

The following is our pricing and services for the noted project. Please review and let me know if you have any questions. The design criteria are based on the provided bid sets[1, 2] from Douglas County and HDR Engineering. This quote does not include any services or materials not explicitly mentioned in this quote.

GTH (The Integrator) will fabricate a new back-panel and door for the existing MPC cabinet, including: wiring of control devices, mechanical installation of component hardware, and testing. GTH will also upload and make any necessary modifications to the existing PLC program, as well as program the new HMI.

San Joaquin Electric (The Subcontractor), will perform any necessary electrical work on-site during shut down, including: installation, wire-pulls, conduit work, etc. as they relate to the connectivity of the retrofitted MCP cabinet.

Thank you for considering GTH.

[1] *Cave Rock WTP PLC Replacement Project Contract Documents and Specifications*
[2] *Addendums 1, 2, 3*

I. Scope of Work

a. Engineering:
    a. Engineering survey of existing documentation to verify equipment and requirements.
    b. Field verification of existing PLC, including sizing of enclosure and existing components.
b. Fabrication:
    a. Fabrication of one (1) PLC (back panel and door only).
    b. UL508A certification of back panel.
    c. Retrofit of GTH provided equipment into existing cabinet.
c. Testing:
    a. Quality assurance and FAT testing.
d. Submittals:
    a. Requirements are as defined in bid document Section 01 33 00.
    b. As-Built Drawings, including electrical and mechanical layout.
    c. Component Datasheets.
    d. Operations and Maintenance Manuals documentation.
    e. Startup / Commissioning documentation.
    f. Schedules of Values documentation.
e. Delivery:
    a. To: Cave Rock Water Treatment Plant, Zephyr Cove, NV
f. On-Site:
    a. Commissioning for the GTH-provided equipment
    b. Sub-contractor to perform necessary electrical work for installation and commissioning.
        i. Demolition and removal of equipment, wire, and cable.
        ii. Install new conduit, wire, and cable as needed.
        iii. Equipment installation.

GEORGE T. HALL COMPANY

II. Materials

QTY	P/N	Description	Brand
		DOOR	
1	DOOR	Replacement Enclosure Door (Sizing and Rating TBD on Site)	TBD
1	SWITCH	Intrusion Switch (Type TBD on Site)	TBD
1	2715P-T15CD	Graphic Terminal / HMI (PanelView 5510)	Allen Bradley
		BACK PANEL	
1	5069-L320ER	Controller (CompactLogix, 2 MB, Enet)	Allen Bradley
2	5069-IF8	Analog Input Module (Compact 5000, 16 Points) (12 + 4)	Allen Bradley
1	5069-OF8	Analog Output Module (Compact 5000, 8 Points) (6 + 2)	Allen Bradley
3	5069-IB16	Digital Input Module (Compact 5000, 48 Points) (27 + 21)	Allen Bradley
1	5069-OB16	Digital Output Module (Compact 5000, 16 Points) (8 + 8)	Allen Bradley
1	TBUP474-UA50-BB00S	Smart RTU (SCADAPack 474)	Schneider Electric
1	PLX31-EIP-MBTCP	Gateway (EtherNet/IP to Modbus TCP/IP)	ProSoft
1	SB.202	Modem (SmartBell 202, 3-Wire, Serial Port)	SCADAmetrics
3	1606-XLE240E	Power Supply (XLE, 240 W, 24 VDC, 10 A)	Allen Bradley
5	M9F42110	Miniature Circuit Breaker (1 P, 10 A, C Curve)	Schneider Electric
1	1606-XLERED	Power Supply Redundancy Module	Allen Bradley
1	1606-XLP25A	Power Supply (XLP, 25 W, 5 VDC, 5 A)	Allen Bradley
1	4983-DC120-10	Surge Suppressor (120 VAC Filter, 10A)	Allen Bradley
1	716FX2-ST	Data Switch (14 x Copper, 2 x Multi-Mode ST Fiber Optic Ports)	HMS
1	ABD6004-NATFW	Router (4 x 1 Gb RJ45, NAT + Firewall)	HMS
16	700-HA33Z24	Relay (Plug In, 10 A, 24 VDC, 3 x SPDT Contacts)	Allen Bradley
16	700-HN101	Relay Base (Socket, 11 Pin, Tube Based)	Allen Bradley
LOT	TERMINAL BLOCKS	Feed-Through, Fuse, Ground, Controller Terminal Blocks (As Required)	Phoenix Contact
LOT	MISC	Miscellaneous (Channels, Wires, Fasteners, etc.)	Various
LOT	SPARES	20% or 4 EA Spares (Terminals, Fuses, Circuit Breakers)	Various

III. Exceptions & Notes

a. Troubleshooting existing controls or configuration of any equipment provided by others is not included.
b. All instrumentation, transformers, and power equipment are by others.
c. Any materials or equipment external to the MPC are by others.
d. Materials listed in Section II are subject to change based on the finalization of project requirements.
e. All other services or materials not explicitly mentioned in this quote or not explicitly required for the Integrator in the contract documents, are excluded.
f. All payment and delivery terms are as required by contract documents.
g. Lead times are subject to change based on material availability and the current manufacturing schedule. GTH will remain in communication with the customer if any schedule changes need to be made.
h. Due to the uncertainty of tariffs, GTH approaches these changes with caution and transparency. When new tariffs apply, we will address them immediately, which may result in price increases that are incurred after the date listed on this proposal. We appreciate your patience and understanding.

IV. Pricing

- **Project Total: $178,330.05 (Tax Included)**

Thank you,

Oliver Morrison

I agree to the terms & conditions of this quotation. I am authorized to approve this agreement on behalf of my employer.

Name (please print) _____ Purchase Order # _____

Signature _____ Date _____

STANDARD TERMS AND CONDITIONS

The following document provides all terms and conditions governing the deliverables and services (here forth "Project") provided by George T. Hall Company (GTH) to or for its client (Client).

RELATIONSHIP & RESPONSIBILITY OF PARTIES
Client is required to submit a complete set of specifications for the performance of the Project acceptable to GTH and consistent with this quotation.

TERMS & TERMINATION
This quotation becomes void after 30 days unless otherwise noted in the body of the quotation and may be withdrawn by GTH at any time prior to acceptance by Client. Total price does not include applicable sales tax, tariffs, or shipping charges, unless otherwise noted. Lead times listed are estimates only. GTH is not liable for delays caused by manufacturers, shortages of materials or equipment, shipping carriers, outside service labor, or other circumstances beyond the reasonable control of GTH (including without limitation changes to the scope of the Project, delays by Client in providing information to GTH, fires, natural disasters, pandemics, civil disturbances, acts of governmental authorities, or labor disputes). Fieldwork not included in the quotation will be subject to the rates and terms specified on the GTH Service Rate Schedule. Any exceptions must be stated and accepted in writing. Standby time is defined as the time during which the technician is available to work but is not working due to circumstances outside of the control of GTH, including weather conditions or by Client direction. Standby time will be billed at rates specified on the GTH Service Rate Schedule (including overtime if work is required outside normal business hours or the Field Technician's daily work hours). In the event of cancellation, Client is responsible for payment of all materials ordered and labor for work in progress. Acceptance of this quotation shall be in the form of a Purchase Order or signed contract and shall not be modified without a written change order executed by both GTH and Client. Acceptance of this quotation acknowledges Client's acceptance of these exclusive terms in their entirety, regardless of other contract documents and their implied terms. All custom orders must be accompanied by a written and signed Purchase Order before any work can begin and are non-cancellable and non-refundable for any reason.

If Client fails to comply with its obligations hereunder (including without limitation the full and timely payment to GTH), GTH may provide written notice of such default to Client and suspend further performance until such default is cured by Client. When such default is cured by Client, the amount to be paid for the Project will be equitably increased to account for GTH's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for GTH to complete the Project will be equitably extended to account for such suspension. If Client fails to cure such default within 30 days of its receipt of such notice from GTH, GTH may terminate its agreement with Client by providing written notice thereof and recover from Client payment for all portions of the Project performed (in whole or in part) through the date of such termination, GTH's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit GTH would have earned on the cancelled portions of the Project if not for Client's default, and any collection costs incurred by GTH in obtaining payment due from Client.

CONDUCT OF WORK
During the term of the Project, GTH shall provide Client the services and deliverables as outlined in this quotation and the corresponding Purchase Order accepted by GTH. Client is to provide any reasonable Client-specific on-site requirements and provisions to GTH two weeks (14 days) prior to the commencement of field work. During the term of the Project, either Client or GTH may request changes to the scope of the Project. Such changes will be effective if the other party agrees to the change in writing or through its actions. If the agreed change results in greater or lesser cost or time for performance, GTH's compensation and schedule for the Project will be adjusted accordingly.

EXCLUSIONS
This quotation does not include electrical or mechanical installation such as running conduit, pulling wire, or mounting hardware/ instrumentation, unless otherwise explicitly noted. Both GTH and Client assume that the industrial exemption applies to all services for the Project, and Client acknowledges that individuals not licensed as professional engineers or contractors may execute some or all of the Project in accordance with applicable law.

BILLING, TAX, & PAYMENT TERMS
The terms of this quotation are Net 30 days from the date of invoice unless otherwise noted. Interest and late charges shall accrue at 1.5% per month on any unpaid balances. Progress billings, if applicable, will be invoiced Net 7 days based on milestones specified in this quotation. Start-up assistance, commissioning, field work, warranty calls, and the like will be suspended if invoices are past due. Returns, exchanges and/or changed product shipments may be subject to a cancellation fee of 25%. GTH

retains all lien rights and other remedies for the collection of amounts due for the Project.

Sales and use tax will be included in the sell price at the rate specified in the proposal unless the client has a valid reseller permit. Any change in shipping destination or tax rate will be billed as a change order.

NON-SOLICITATION
To the fullest extent permitted by law, during the term of the Project and for a period of 18 months thereafter, both parties agree not to, directly or indirectly, solicit, recruit or employ any employee of either party without the prior written consent of the other.

INTELLECTUAL PROPERTY / WORK PRODUCT RIGHTS
GTH shall retain all rights, title and interest in the Project and its designs, and other intellectual property connected to its function, including but not limited to all drawings, specifications, and software prepared or customized by GTH. GTH also maintains all other copyrights, patents, and/or intellectual property rights, except the nonexclusive license granted to the Owner to install and use the Project per the terms of this quotation and the corresponding Purchase Order accepted by GTH and conditioned on Client's payment of the agreed compensation to GTH. Client may not sell, sublicense, assign or transfer its license to the Project provided by GTH without the prior written consent of GTH, nor may Client reverse engineer or make derivative works from the Project or its designs or other GTH intellectual property.

LIMITATION OF LIABILITY AND INDEMNITY
Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement or related to the Project, even if such party has been advised of the possibility of such damages. To the extent permitted by applicable law, in no event shall the total aggregate liability for damages hereunder of GTH or its employees or agents exceed the amount paid for the Project by Client, regardless of the theory of liability (including without limitation breach of contract or warranty, negligence or strict liability). To the fullest extent permitted by law, Client hereby agrees to indemnify, defend and hold GTH harmless from and against all loss, damage, cost, expense, or liability, including reasonable attorneys' fees, (collectively called "Damages") to the extent arising from the acts or omissions of Client, including without limitation Client's obligations to maintain the health and safety of its premises and equipment, its employee practices (including with respect to the use of the Project) or arising from the conditions of the Client's facilities or equipment.

EXCLUSIVE LIMITED WARRANTY
Components incorporated into the Project are warranted solely by the manufacturer to be free of material defects in materials and workmanship and are inspected prior to shipment in a reasonable effort to ensure that they comply with the manufacturer's stated specifications. For other elements of the Project, for a period of one year, GTH warrants solely to Client that all services will be performed in a workmanlike manner consistent with current and generally recognized standards in the industry and that all deliverables will be provided in compliance in all material respects with the requirements established by this quotation. In no event will GTH be responsible for (a) any modifications to the Project made by anyone other than GTH; (b) damages caused by misuse, improper operation or improper or insufficient maintenance of the Project; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in the Project that arise from GTH's compliance with designs, specifications or other criteria or requirements provided by or through Client. Terms of the warranty are for a period of one (1) year from the date of shipment. Any Project component failing to meet these warranty requirements during the warranty period hereunder will be repaired or replaced, at GTH's option, free of charge, provided the following conditions are met:
A. For components warranted solely by the manufacturer thereof, such manufacturer has agreed to repair or replace such component without cost to GTH or Client (exclusive of reasonable and customary warranty enforcement and processing assistance provided by GTH during the 1-year warranty period set forth above).
B. GTH must be notified of the nature of the defect within one (1) year of the original invoice date and promptly upon discovery of the defect.
C. Client receives advance authorization from GTH to return the defective unit.
D. The warranty unit is returned with freight charges prepaid to GTH's corporate office in Anaheim, CA. Replacement units will be shipped freight allowed. Correction of the defects through repair or replacement to the extent required hereunder will constitute the fulfillment of GTH's obligation and is Client's sole and exclusive remedy in the event of a warranty obligation. Labor for warranty replacement, if required, will be billed at GTH's current published service rates.

GTH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/AGAINST INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY GTH TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW & VENUE

The agreement will be governed by and interpreted in accordance with the laws of the State of California and the United States of America, including the Federal Arbitration Act, 9 U.S.C. § 1, et seq. with respect to the parties' agreement to arbitrate any dispute arising out of or related to Project, without regard to rules governing choice or conflict of laws. Client and GTH agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.

In the event GTH and Client cannot resolve any claim or dispute between them arising out of or related to the Project or this quotation, such dispute shall be subject to arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in Anaheim, California before a single arbitrator. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorneys' and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.

ENTIRE AGREEMENT

These terms and conditions, along with the GTH quotation and the corresponding Client purchase order accepted by GTH hereunder, constitute the entire agreement between the parties with respect to the Project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting, or inconsistent Client terms (whether set forth in a request for proposals, purchase order or acknowledgement or in any other document) are expressly rejected by GTH and are not a part of the agreement for the Project.

ASSIGNMENT

Neither Client nor GTH may assign its respective rights and obligations under their agreement without the written consent of the other party. However, GTH may subcontract or delegate its work obligations to other persons or entities but will nonetheless be responsible to Client for the performance of the work as required by this quotation. Both Client and GTH agree that there are no third-party beneficiaries to their agreement.

SAVINGS CLAUSE AND WAIVER

If any term of the proposal or these terms and conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either GTH or Client to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these terms and conditions.

BID BOND (PENAL SUM FORM)

Bidder Name: George T. Hall Company Address *(principal place of business)*: 8565 Double R Blvd. Reno, NV 89511	**Surety** Name: American Contractors Indemnity Company Address *(principal place of business)*: 1 MacArthur Place, Suite 550 Santa Ana, CA 92707
Owner Name: Douglas County Public Works Address *(principal place of business)*: P.O. Box 218 Minden, NV 89423	**Bid** Project *(name and location)*: Cave Rock WTP PLC Replacement PWP #DO-2026-158 / Project #26W04 1309 Highway 50, Zephyr Cove, NV Bid Due Date: 2-26-2026

Bond

Penal Sum: Five percent of the amount bid (5%)

Date of Bond: February 20, 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
George T. Hall Company *(Full formal name of Bidder)*	American Contractors Indemnity Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Mike Howard *(Printed or typed)*	Name: James Scott Salandi *(Printed or typed)*
Title: Executive Vice President	Title: Attorney-in-fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Michael Smith *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Director of Operations	Title:

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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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 02/20/2026 before me, Ash Lyne, Notary Public
(insert name and title of the officer)

personally appeared James Scott Salandi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ASH LYNE
Notary Public - California
Orange County
Commission # 2524668
My Comm. Expires Jun 24, 2029

Signature _____ (Seal)

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

James Scott Salandi or Curtis Barton of Ladera Ranch, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (***$10,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of February 2024.

Bond No. BID Bond
Agency No. 700129

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

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 Clubhouse Lift Station Rehabilitation 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
01	2-17-2026
02	2-19-2026
03	2-23-2026

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 8.02.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:

George T. Hall Co.

(typed or printed name of organization)

By: [signature]

(individual's signature)

Name: Michael Howard

(typed or printed)

Title: Vice President

(typed or printed)

Date: 2-20-2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]

(individual's signature)

Name: Michael Howard

(typed or printed)

Title: Vice President

(typed or printed)

Date: 2-20-2026

(typed or printed)

Address for giving notices:

8565 Double R Blvd

Reno, NV 89511

Bidder's Contact:

Name: Oliver Morrison

(typed or printed)

Title: Business Development Engineer

(typed or printed)

Phone: 775.750.5530

Email: omorrison@georgethall.com

Address:

8565 Double R Blvd

Reno, NV 89511

Bidder's Contractor License No.: (if applicable) 0068362

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Section 00 42 43 – Bid Schedule

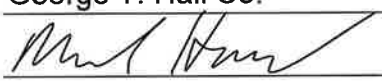
Bid Schedule

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Insurance, & General Conditions	1	LS	$29,596.21	$29,596.21
2	PLC Replacement	1	LS	$153,363.84	$153,363.84
				Bid Schedule 1 Total:	$182,960.05
Bid Schedule Total In Words:	One Hundred Eighty Two Thousand Nine Hundred Sixty Dollars and 5 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: George T. Hall Co.

Authorized Signature: 

Date: 2-25-2026

For Bid Item Descriptions see Section 01 29 00 – Payment Procedures

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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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
San Joaquin Electric	8985 Double Diamond Parkway Suite B9 Reno, NV 89521	0067932	Electrical install
George T. Hall Co.	8565 Double R Blvd Reno, NV 89511	0068362	Professional services

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
San Joaquin Electric	8985 Double Diamond Parkway Suite B9 Reno, NV 89521	0067932	Electrical	18%
George T. Hall Co.	8565 Double R Blvd Reno, NV 89511	0068362	Professional services	82%

Percent of Miscellaneous Subcontractors Below Reporting Threshold 0%

Total (Must Add Up to 100%) 100%

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize an increase to the Fiscal Year 2025-26 Purchase Order with the Nevada State Department of Public Safety from $143,645 to $151,852 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Court prior to sentencing in criminal cases. (Delores Goelz, Fiscal Management Analyst)

RECOMMENDED MOTION:
Authorize an increase to the Fiscal Year 2025-26 Purchase Order with the Nevada State Department of Public Safety from $143,645 to $151,852 to provide statutorily mandated Pre-Sentence Investigation Reports to the District Court prior to sentencing in criminal cases.

FINANCIAL IMPACT:
The State of Nevada Department of Public Safety modified its FY 2025-26 cost estimates for Pre-Sentence Investigation Reports from $143,644.58 to 151,850.95. The $8,207.00 increase will be covered as follows:
$8,207.00 (101-312-521-139) Pre-Sentence Investigation

BACKGROUND:
The Nevada State Department of Public Safety provides statutorily mandated Pre-Sentence Investigation Reports (PSI) to the District Courts prior to sentencing in criminal cases. Douglas County receives an estimate of costs for the preparation of the Pre-Sentence Reports from the State each year, which delineates the quarterly payments to be billed. PSI's are calculated based on a percentage of personnel, operations, and information services expenditures.

ATTACHMENTS:
NV DPS Original PO .pdf
NV DPS Request for PO Increase.pdf

Ship To
PO Box 218
1038 Buckeye Road
MINDEN, NV 89423

Bill To
Douglas County Comptroller
PO Box 218
1594 Esmeralda Ave
Minden, NV 89423

Purchase Order

No. 2026-00000051

DATE 07/08/2025

VENDOR 4337 - NV State Department of Public Safety

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Contact
NV State Department of Public Safety
Division of Parole and Probation
1445 Old Hot Springs Road Suite 104
Carson City, NV 89706

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Sarah Moreno

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Pre-Sentence Investigation - FY25/26 PSI Reporting 101-312 521.139 - Pre-Sentence Investigation 143,645.00	143,645.0000	$143,645.00

SUBTOTAL	$143,645.00
SALES TAX	$0.00
TOTAL DUE	$143,645.00

Special Instructions

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, or the services stated have been performed; that they were necessary for and have been or will be applied to County purposes; and that to the best of my knowledge and belief the prices charged are reasonable and just.

DEPARTMENT HEAD:_____ DATE:_____

DOUGLAS COUNTY NEVADA

DOUGLAS COUNTY AND UNINCORPORATED TOWNS

PURCHASE ORDER TERMS AND CONDITIONS

Any invoice or purchase order between a Vendor and Douglas County and Unincorporated Towns, shall incorporate the instant "PURCHASE ORDER TERMS AND CONDITIONS," a copy of which has been made available to Vendor and which is on file with the County's Finance Division. Any Vendor providing goods or services to the County or Towns acknowledges that by delivering such goods or performing such services the Vendor agrees to the terms and conditions stated herein.

1. Applicability (Goods, Services)

Notwithstanding any provision of the Uniform Commercial Code (U.C.C.) 2-207 or NRS 104.2207, the Vendor's written acceptance of this Purchase Order, or the Vendor's commencement of performance without providing written rejection of the Purchase Order to the County within five (5) days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each section title within these Terms and Conditions shall indicate its applicability to the purchase of goods and/or services.
Except for the Rules of Precedence section below, these Terms and Conditions do not apply if a specific bid award or contract is referenced on the face of the Purchase Order.

2. Rules of Precedence(Goods, Services)

In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these Terms and Conditions; (2) All terms and conditions of the Purchase Order prevailover
U.C.C. Article 2; (3) All terms conditions of the Purchase Order prevail over any Vendor quotation; and (4) The terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order.

3. Laws and Statutes (Goods, Services)

The Vendor will comply with all federal, state and local laws and regulations relative to conducting business or performing work for Douglas County and Unincorporated Towns.

4. Shipping (Goods)

Goods are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable U.S. Department of Transportation (D.O.T.) Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Vendor error will be returned solely at Vendor's cost.

5. Material Safety Data Sheets (Goods)

The Vendor shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under this Purchase Order.

6. Back Orders (Goods)

All Back Orders must be approved by the specific department within the County or Town placing the order. If orders cannot be delivered in a timely fashion, Vendor shall immediately advise the appropriate County department or Town.

7. Discount (Goods)

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the County or Towns, whichever is later. Payment is made, for discount purposes, when check is mailed.

8. Taxes (Goods, Services)

Vendor shall not charge State Sales Tax on the sale of any tangible personal property sold to Douglas County. The County and Towns are exempt from Nevada State Sales Tax pursuant to NRS 372.325.

9. Disputes (Goods, Services)

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within 30 days of the claim, dispute or matter arising.

10. Governing Law/Venue of Action (Goods, Services)

This Purchase Order shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in Douglas County, State of Nevada.

11. Notification (Goods, Services)

Notices will be addressed to the places of businesses identified on the face of the Purchase Order.

12. Indemnification (Goods, Services)

Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the County, Towns, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Purchase Order.

13. Termination for Convenience (Goods, Services)

The County and Towns shall have the right at any time to terminate further performance of this Purchase Order, in whole or in part, for any reason. Such termination shall be effected by written notice from the County or Towns to the Vendor, specifying the extent and effective date of termination. The Vendor shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the County or Towns.

14. Termination for Default (Goods, Services)

Upon failure to perform this Purchase Order under its terms, the County or Towns will provide written notice to the Vendor of the breach, and the Vendor will have a reasonable time (as stated in the County or Towns written notice) in which to cure the breach. Failure to cure within the stated time will subject the Vendor to a default termination, with no liability to the County or Towns.
The County or Towns will retain all rights to common law breach of contract remedies.

15. Insurance (Goods, Services)

The Vendor shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

16. Independent Contractor (Goods, Services)

The Vendor is deemed to be an Independent Contractor under this Purchase Order.

17. Warranty (Goods)

The Vendor warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

18. Warranty (Services)

The Vendor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Vendor shall, at no cost to the County or Towns, re-perform or perform the services so that the services conform to the warranty.

19. Inspection (Goods, Services)

An authorized representative of the County or Towns will inspect the goods and services at the time of delivery. If deficiencies are detected, the goods and/or services will be rejected and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted.

20. Force Majeure (Goods, Services)

The Vendor is excused from performance by acts of God, fire, ware, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

21. Executive Order 11246 (Goods, Services)

All Vendors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11275, and as supplemented, from time to time, by the Code of Federal Regulations, 41 CFR Part 60.

22. Bankruptcy/Insolvency (Goods, Services)

In the event of Vendor's insolvency or bankruptcy filing, the County or Towns reserves the right to cancel this Purchase Order by providing Vendor with prior written notice, without subjecting the County or Towns to penalty or liability.

23. Assignment/Modification (Goods, Services)

This Purchase Order is not assignable without the prior written consent of the County or Towns. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

24. Severability (Goods, Services)

In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

25. Exclusive Property (Goods, Services)

All printing forms, art work or designs ordered and paid for by the County or Towns shall become exclusive property of the County or Towns and shall be immediately returned to the County or Towns upon demand.

26. Construction Site (Services)

The Vendor shall, at all times, maintain the premises of any construction site free from accumulations of waste materials or rubbish arising from performance of this Purchase Order and caused by its employees, agents or subcontractors. Upon the complete performance of the work arising from this Purchase Order, Vendor shall remove from the construction site premises all rubbish, implements, equipment and surplus materials and shall leave such premises broom clean.

FY26 *Annual

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT: _____ CHANGE ORDER %: _____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Delores Goelz DATE REQUESTED: 5/29/2025

REQUESTING DEPARTMENT: Judicial Services *Division of Parole & Probation

VENDOR NAME: NV State Dept. of Public Safety VENDOR NUMBER: 4337

REMIT ADDRESS: STREET 1445 Old Hot Springs Rd. Ste 104 CITY Carson City ST NV ZIP 89706

QUANTITY: 1 DOLLAR AMOUNT: 143,645.00 PROJECT #: _____

G/L ACCOUNT(S): 101-312 521.139 AMOUNT: 143,645.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

FY 25-26 budgeted expense - District Court Pre-Sentence Investigation Reports are required for sentencing hearings. The State of Nevada estimates the cost for PSI reports each year. The FY25-26 estimated billing is attached.

Desc: FY25/26 PSI Reporting

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): Rebecca Edwards

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: 6/25/25 Y DC-2381-2025

FINANCE DEPT USE ONLY

PO ISSUED BY: Sarah Moreno Digitally signed by Sarah Moreno Date: 2025.07.08 12:20:56 -07'00' FINANCE APPROVAL: Kathy Kaiser Digitally signed by Kathy Kaiser Date: 2025.07.07 19:12:32 -07'00'

PO ISSUE DATE: 07/08/2025 PO NUMBER: 2026-0051

Revised 9/16/2024

Item ID # DC-2381-2025

Agreement Routing Form

(Internal Use Only)

Per Douglas County Policy **300.02**, BoCC action agreements must be filed with the Clerk's Office.

1. ***Meeting Type:** ☑ BoCC or ☐ IRC ***Meeting Date:** 6/25/2025 ***Agenda Item:** Y

2. ***Originating Department:** Judicial Services

3. ***Other Party(ies):** (Agreement is between Douglas County and...)
NV State Dept. of Public Safety

4. **Purchase Order Info:** Vendor Name: NV State Dept. of Public Safety Number: 4337

GL Account	Amount	Project #
101-312 521.139	$143,645.00	

Description of items purchased and compliance with Purchasing Policy:
FY25-26 budgeted expense for preparation of Presentence Investigation Rpts

5. **This section must be completed if you need to obtain signatures from the other party(ies) after the agreement has been presented at the BoCC meeting.**
Best practice is to obtain all signatures prior to submission. All signatures must be obtained prior to the indexing and recording of the agreement AND, County policy requires that once an agreement has been presented to the BoCC, it must be retained by the Clerk. Since you will need at least one signed copy back to recirculate, and the Clerk's Office has to keep one copy, you must provide multiple copies for the Chair or County Manager to sign.

Complete the table below to determine the number of single-sided copies you must provide to the Clerk's Office. Email boardclerk@douglasnv.us if you have any questions about this section.

1. Agreement for Clerk's Office to retain.	1
2. Number of agreements your office needs back immediately after Chair or County Manager has signed?	+ 0
Total of 1 and 2 = number of agreements to be provided to the Clerk's Office	= 1

6. * **Who** should receive a copy of the recorded agreement?
Printed Name: Delores Goetz Department: JudicialServices

7. Does agreement refer to **exhibits or attachments?** ☐ Yes ☑ No
If so, are they attached? ☐ Yes ☑ No

8. ***Printed name and signature of County department representative affirming,** *the information provided above is true and correct and all exhibits and/or attachments were included with the single-sided agreement, upon submission to the Clerk's Office.*

Delores Goetz
Printed Name

Delores Goetz
Signature

*Required field

Safety

Pre-Sentence Investigation (PSI) Report Funding

entence Investigation Reports	State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
	$ 12,327,686.54	$ 12,889,813.89	$ 25,217,500.43

entence Investigation Reports		State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
	State Funding, 30%	$ 3,698,305.96	$ 3,866,944.17	$ 7,565,250.13
	County Reimbursement, 70%	$ 8,629,380.58	$ 9,022,869.72	$ 17,652,250.30
	Totals	**$ 12,327,686.54**	**$ 12,889,813.89**	**$ 25,217,500.43**

ons and Percentage Allocation by County

tage ls	State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
%	$ 186,470.30	$ 194,973.12	$ 381,443.42
%	$ 101,711.06	$ 106,348.96	$ 208,060.02
%	$ 5,672,622.22	$ 5,931,286.81	$ 11,603,909.03
%	$ 143,644.58	$ 150,194.60	$ 293,839.18
%	$ 255,169.83	$ 266,805.27	$ 521,975.10
%	$ -	$ -	$ -
%	$ 7,137.62	$ 7,463.09	$ 14,600.71
%	$ 56,208.76	$ 58,771.82	$ 114,980.58
%	$ 23,197.24	$ 24,255.01	$ 47,452.25
%	$ 27,658.29	$ 28,919.47	$ 56,577.76
%	$ 195,392.30	$ 204,301.95	$ 399,694.25
%	$ 33,903.71	$ 35,449.68	$ 69,353.39
%	$ 285,504.70	$ 298,523.36	$ 584,028.06
%	$ 25,873.90	$ 27,053.72	$ 52,927.62
%	$ 16,059.62	$ 16,791.92	$ 32,851.54
%	$ 1,530,126.90	$ 1,599,898.81	$ 3,130,025.71
%	$ 68,699.53	$ 71,832.15	$ 140,531.68
0%	**$ 8,629,380.56**	**$ 9,022,869.74**	**$ 17,652,250.30**

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

ACTION SUMMARY

June 25, 2025

PUBLIC NOTICE: This is only an **ACTION SUMMARY** that reflects the actions taken during the meeting. This should not be, in any way, used or construed as official minutes of the meeting. The official minutes are posted after being submitted to the Board of Commissioners for their approval. Audio recordings of the meeting are on file in the County Clerk's office and may be listened to by appointment (775-782-9014).

1. **CALL TO ORDER** - ***The meeting was called to order at 10:01 AM.***

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

3. **PUBLIC COMMENT (No Action)** - ***Held***

4. **APPROVAL OF AGENDA** - ***Approved***

5. **APPROVAL OF PREVIOUS MINUTES** - ***Approved***

   For possible action. Discussion to approve the draft minutes of the May 15, 2025, regular meeting and May 27, 2025 Special Meeting of the Board of County Commissioners.

CONSENT CALENDAR - ***Approved with Corrections to Resolutions Numbers in Item T to 2025R-057 and Item V to 2025R-062***

6. **CONSENT ITEMS**

   A. For possible action. Discussion to adopt **Resolution 2025R-011** levying the tax rates for all political entities within Douglas County for Fiscal Year 2025-26 pursuant to NRS 361.460 upon certification by the Nevada Tax Commission of the combined tax rates. (Amy Burgans, Clerk/Treasurer)

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

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

   D. For possible action. Discussion on the Outdoor Festival Permit application submitted by the Town of Minden for the Town of Minden's 4th of July Celebration to be held July 4, 2025, from 10:00 AM to 2:00 PM, at Minden Park, 1606 Esmeralda Avenue, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

   E. For possible action. Discussion of the Outdoor Festival Permit application submitted by Heather MacDonnell of the Minden-Tahoe Airport for the *Minden-Tahoe Airport Discovery*

Day to be held August 23, 2025, from 8:00 AM to 2:00 PM at the Minden-Tahoe Airport, 1146 Airport Road, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion on the Outdoor Festival Permit application for National Night Out to be held August 8, 2025, from 4:00 PM to 8:00 PM at Winans Home Center, 1770 US Highway 395 N, Minden, Nevada submitted by Jonelle Spafford of Two Stone Slab and Tile. (Amy Burgans, Clerk-Treasurer)

G. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 4/2/2025 Payables, 4/4/2025 Payables, 4/4/2025 Payroll, 4/11/2025 Payables, 4/11/2025 Payables #2, 4/18/2025 Payables, 4/18/2025 Payroll, 4/23/2025 Payables, 4/25/2025 Payables and 4/28/2025 Payables. (Amy Burgans, Clerk-Treasurer)

H. For possible action. Discussion to approve an $84,694 professional services contract with Battle Born Medical Douglas, LLC to provide medical services to the China Spring Youth Camp from July 1, 2025, through June 30, 2027, and authorize the County Manager to sign the contract and approve change orders up to 10% of the contract amount. (Jessica Stocking, Director of Juvenile Camp Services)

I. For possible action. Discussion to approve the first amendment to the contract with the Carson Valley Conservation District for the Genoa Phase IV Carson Riverbank Stabilization Projects and Channel, Clearing, Snagging, Maintenance and Restoration north of Genoa, Nevada, and authorize the County Manager to sign the contract. (Courtney Walker, Stormwater Program Manager)

J. For possible action. Discussion to approve a three-year contract with the Tahoe Resource Conservation District to perform all Lake Tahoe Stormwater Compliance Monitoring for the County to satisfy the County's obligations under an interlocal agreement between the Nevada Division of of Environmental Protection and Douglas County. (Courtney Walker, Stormwater Program Manager)

K. For possible action. Discussion to approve the first amendment to the 2009 lease agreement with GTP Infrastructure II, LLC (assigned to Cricket Communications Inc.) allowing possible automatic renewals of seven additional five-year terms (totaling 35 years) for an existing cell tower land lease and public utility easement at 1323 Waterloo Lane, Gardnerville, Nevada, next to Lampe Park. Subject to the terms, provisions, and conditions of the lease and all renewal options contained in the lease, the final expiration of the amended lease will be October 31, 2049. The cell phone tower hosts multiple providers, supporting cell phone, 5G, and Wi-Fi connections for a large portion of Gardnerville and supports critical emergency management infrastructure. (Brook Adie, Community Services Director)

L. For possible action. Discussion to approve a land lease agreement between Douglas County and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, for a specified 306 square feet portion of 1325 Waterloo Lane, Gardnerville, Nevada for an initial term of five years, with an option to extend for three additional five-year terms, for the purpose of installing, maintaining, replacing, adding and operating communications equipment, and authorize the County Manager to sign all related documents. (Brook Adie, Community Services Director)

M. For possible action. Discuss to approve the addition of one full-time Recreation Leader Senior position utilizing funds previously allocated to one part-time Recreation Aid, two part-time Recreation Leaders, and one part-time Recreation Leader Senior for a savings of $4,359 in Fiscal Year 2025-26. (Brook Adie, Community Services Director)

N. For possible action. Discussion to approve the first amendment to the contract for services with Compassionate Solutions, Inc in order to continue to provide consulting and support services to the Douglas County Public Administrator aiding in the transition of the office and authorize the County Manager to execute the amendment. The amendment will extend the the contract through December 31, 2025, at a total cost not to exceed $50,000. (Brook Adie, Community Services Director)

O. For possible action. Discussion to authorize an increase of $2,810 to a Purchase Order with The Webstaurant Store to $78,810. (Brook Adie, Community Services Director)

P. For possible action. Discussion to approve a $125,000 purchase order with US Foods for food and supplies for the Senior Center kitchen for Fiscal Year 2025-26. (Brook Adie, Community Services Director)

Q. For possible action. Discussion to retroactively authorize the County Manager and District Attorney to sign the Fiscal Year 2025 Certifications and Assurances for the Douglas Area Rural Transit (DART) program. (Brook Adie, Community Services Director).

R. For possible action. Discussion to approve a $350,000 blanket purchase order with Sysco Food Services for food and supplies for the Douglas County Senior Center kitchen for Fiscal Year 2025-26. (Brook Adie, Community Services Director).

S. For possible action. Discussion to approve a $120,000 purchase order with Hinderliter De Llamas & Associates (HDL) for Fiscal Year 2025-26 for services related to the collection of Room Tax revenues. (Brook Adie, Community Services Director)

T. For possible action. Discussion to adopt **Resolution 2054R-057**, authorizing a grant of up to $125,000 from Douglas County to the Carson Valley Conservation District for Fiscal Year 2025-26 for weed control and administration expenses. (Brook Adie, Community Services Director)

U. For possible action. Discussion to reappoint Deputy District Attorney Chelsea Mazza as Douglas County's representative to the Nevada Local Justice Reinvestment Coordinating Council (NLJRCC) for a 2-year term effective August 1, 2025, through July 31, 2027, in accordance with NRS 176.014. (Jenifer Davidson, County Manager)

V. For possible action. Discussion to adopt **Resolution 2025R-62** in an amount not to exceed $20,000 and approve a grant agreement for Fiscal Year 2025-26 for the Main Street Gardnerville Business Facade Program. (Nikki Rudelbach, Economic Vitality Manager)

W. For possible action. Discussion to approve four, one-year indigent legal services contracts with Matt Ence, Max Stovall, Matt Stermitz, and Alexis Duecker, in the not-to-exceed amount of $265,000 per contract, and $450 per day for weekend and holidays for each bail hearing they attend, or are available to attend, effective July 1, 2025, through June 30, 2026, and to authorize the County Manager to execute the contracts. (Brian Filter, Director of Indigent Defense)

X. For possible action. Discussion to approve One-Year Extension Agreement and $56,000 Purchase Order with Northern Nevada Legal Aid to provide legal services to protected persons in Douglas County during Fiscal Year 2025-26. (Delores Goelz, Judicial Fiscal Management Analyst)

Y. For possible action. Discussion to approve a $143,645 Purchase Order with the Nevada State Department of Public Safety to provide statutorily mandated Pre-Sentence Investigation Reports to the District Court prior to sentencing in criminal cases during Fiscal Year 2025-26. (Delores Goelz, Judicial Fiscal Management Analyst)

Z. For possible action. Discussion to approve a $54,556 Purchase Order with NV JFG Systems LLC to provide software, service, managed detection response, equipment and maintenance for Court IT during Fiscal Year 2025-26, and authorize the County Manager to sign an agreement with the vendor in substantially the same form as the one provided in supplemental materials. (Delores Goelz, Judicial Fiscal Management Analyst)

AA. For possible action. Discussion to approve a $19,726 Purchase Order with Tyler Technologies Inc. for the maintenance of the Jury Management Software for the District Court, East Fork Justice Court and Tahoe Justice Court in Fiscal Year 2025-26. (Delores Goelz, Judicial Fiscal Management Analyst)

BB. For possible action. Discussion to approve a $110,000 Purchase Order with Journal Technologies, Inc. for Fiscal Year 2025-26 for the Douglas County courts' case management system licensing, maintenance, and support fees. (Delores Goelz, Judicial Fiscal Management Analyst)

CC. For possible action. Discussion to adopt **Resolution 2025R-058** augmenting the Fiscal Year 2024-25 budget in various funds totaling $1,849,856. (Kathy Lewis, Chief Operating Officer)

DD. For possible action. Discussion to approve Fiscal Year 2024-25 budget transfers totaling $142,686 for various funds. (Kathy Lewis, Chief Operating Officer)

EE. For possible action. Discussion to donate Douglas County office equipment and furniture in the University of Nevada Cooperative Extension office to the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno effective February 26, 2024. (Kathy Lewis, Chief Operating Officer)

FF. For possible action. Discussion to approve Public Works annual purchase orders for Fiscal Year 2025-26 for the following vendors: Cummins Sales & Service - $65,835.00 (Facilities, Water & Sewer - generators); F & B Inc - $99,999.00 (Roads & Tahoe Douglas - snow removal); Home Depot - $60,700.00 (all departments); Thatcher Co - $154,000.00 (Water & Sewer); Western Nevada Supply (meters) - $205,000.00 (Water); Western Nevada Supply (supplies) - $101,500.00 (all departments) Carson City Public Works - $100,000.00 (Roads); Qual-Econ USA - $278,173.00 (all departments); and Silver State Analytical - $51,900.00 (Water & Sewer). (Nicole Hubbard, Public Works Administrative Service Manager)

GG. For possible action. Discussion to approve a temporary construction easement with Holiday Inn Club Vacations Incorporated in order to make certain repairs and improvements to the County's cold-water well near David Walley's Hot Springs on Foothill Road and to authorize the County Manager to execute the easement agreement. (Rick Robillard, Deputy Public Works Director)

HH. For possible action. Discussion to award a $337,000 construction contract with Norberg General Engineering, LLC for the Zephyr Water Utility District (ZWUD) Distribution Improvements Marla Bay Service Lateral Replacement Project and authorize the County Manager or 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)

II. For possible action. Discussion to approve Contract Addendum No. 1 to three separate contracts for Emergency On-Call Water Utility services. The contracts are with Haen Constructors, Summit Plumbing Co. LLC, and Armac Excavating & Paving, LLC (d/b/a Armac Construction, LLC). The Addendum authorizes a two-year extension period (from July 1, 2025 through June 30, 2027) that is allowed in the original contracts. Each addendum contemplates an annual amount not-to-exceed $99,000. (Rick Robillard, Deputy Public Works Director)

JJ. For possible action. Discussion to approve the purchase of thirteen (13) APX 8000 ALL Band Handheld Radios, thirteen (13) single-unit chargers, and twenty-seven (27) remote speaker microphones from Motorola Solutions at a total cost of $99,891.23 by the Douglas County Sheriff's Office. (Undersheriff Elges)

KK. For possible action. Discussion to authorize the Douglas County Sheriff's Office to purchase a 2025 Ford F-350 SD XL 4x4 Crew Cab Truck from Corwin Ford for $66,500. (Undersheriff Elges)

LL. For possible action. Discussion to approve the Douglas County Sheriff's Office's purchase of two (2) law-enforcement equipped Ford F150 Police Responder vehicles from Corwin Ford for a total cost of $102,056.50 as a part of the Fiscal Year 2025-26 fleet purchases. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

7. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME - ***None***

PRESENTATIONS

8. For possible action. Presentation and update from NV Energy regarding energy service in Douglas County. (Tim Hill, NV Energy Incident Management Team) - ***Presentation Held***

COMMUNITY SERVICES

9.1 For possible action. Discussion to approve Amendment Number 1 to an existing Interlocal Agreement between Douglas County and the East Fork Swimming Pool District (EFSPD) whereby EFSPD agrees to provide up to $100,000 in funding to construct a splash pad at the Topaz Ranch Estates Community Center Park. (Brook Adie, Community Services Director) - ***Approved***

9.2 For possible action. Discussion to 1) Approve a joinder contract through Omnia Partners Public Sector (a cooperative purchasing organization) between Douglas County Community Services and Game Time C/O Great Western Recreation, in the amount of $506,055.14, for the equipment and installation of a splash pad at Topaz Ranch Estates Community Park and authorize the Community Services Director to authorize change orders up to 10% and sign all related contract documents. 2) Approve a contract between Douglas County Community Services and Nevada Energy in the amount of $32,498.00 for the installation of additional electrical infrastructure for the construction of the Splash Pad, and authorize the Community Services Director to sign all related contract documents. 3) Approve a budget transfer in the Room Tax Fund in account 234-806 562.000, utilizing funds in the Highway 88 Widening Project (Project # 25P07) in the amount of $175,000.00 and funds in the Pickleball Complex Project (Project # 23P01) in the amount of $8,774.58. (Brook Adie, Community Services Director) - ***Approved***

9.3 For presentation only. Ceremonial presentation of **Proclamation 2025P-061**, recognizing the East Fork Swimming Pool District for its exemplary service to the citizens of Douglas County and its contributions to south Douglas County. (Brook Adie, Community Services Director) - ***Presentation Held***

9.4 For possible action. Discussion to approve a Contract for Services between Douglas County and the Carson Valley Arts Council (CVAC) to manage and operate the Douglas County Cultural and Performing Arts Community Center to be located at 1760 U.S. Highway 395 North #4700, Minden, Nevada on behalf of Douglas County for an initial term of five years, with an additional three-year term exercisable by CVAC under specified terms. (Brook Adie, Community Services Director) - ***Approved***

INDIGENT DEFENSE

10. For possible action. Discussion to approve a three-year lease with Awesome Ant Enterprises, LLC for Douglas County Indigent Defense office space beginning July 1, 2025, at an initial rate of $1,374.45 per month with annual adjustments and authorize the County Manager to execute the lease. (Brian Filter, Director of Indigent Defense) - ***Approved***

COMMUNITY DEVELOPMENT

11.1 For possible action. Discussion to authorize the purchase of real property located at 2731 Pamela Place for $300,000 to install future stormwater improvements, and authorize Chairwoman Sharla Hales to sign the purchase agreement. (Courtney Walker, Stormwater Program Manager) - ***Approved***

11.2 For possible action. Discussion regarding the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Nevada Northwest LLC, Scotsman Development Corporation, H & S Construction Inc., Sierra Nevada S.W. Enterprises and Virginia Ranch Development Corporation for Muller Parkway (collectively); and (b) Park Ranch Holdings LLC for Muller Parkway. (Andrea Pawling, Deputy Community Development Director) - ***Report Accepted***

11.3 For possible action. Discussion to approve a contract for professional services between Douglas County and Ascent Environmental for work associated with Phase 2 of the Tahoe Douglas Area Plan (TDAP), which is a proposed area plan for the portion of Douglas County within the Tahoe Township but outside the boundaries of the South Shore Area Plan (SSAP). The contract term is from June 26, 2025, through December 31, 2026, in an amount not to exceed $149,735. (Kate O'Neil, Principal Planner) - ***Approved***

COUNTY MANAGER

12. For presentation only. Introduction of **Ordinance 2025-1657** amending Douglas County Code Title 18 -- Town Annexation and Service Districts: Appendix B, The Minden Town Boundary, by annexing approximately 57 acres that are adjacent to the existing Town of Minden boundary and will serve as the site of the future Douglas County Justice Center. The area to be annexed is Assessor's Parcel Number 1320-28-000-045 and located at 1280 Buckeye Road, Minden, Nevada. First Reading. (Deputy District Attorney, Zach Wadlé) - ***Ordinance Introduced***

HUMAN RESOURCES

13. For possible action. Discussion and evaluation of County Manager, Jenifer Davidson's, annual performance including, the potential granting of an associated merit pay increase; and potentially identify goals, expectations, or priorities in addition to those identified in the Douglas County Strategic Plan. Notice requirements consistent with NRS Chapter 241 regarding discussion of character have been provided to Ms. Davidson. (Christine Vido, Human Resources Director) - ***3% Merit Increase Approved and Goals and Priorities Discussed***

COUNTY MANAGER

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

15. CLOSING PUBLIC COMMENT (No Action) - ***Held***

16. ADJOURNMENT - ***The meeting was adjourned at 3:42 PM.***

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ■ YES ☐ NO ORIGINAL PO#: 2026-00000051

ORIGINAL AMOUNT: $143,645 CHANGE ORDER %: 5.71 NEW AMOUNT: $151,852

County Manager Signature(Required): _____

PERSON REQUESTING PO: Delores Goelz DATE REQUESTED: 2/26/2026

REQUESTING DEPARTMENT: Judicial Services

VENDOR NAME: NV State Department of Public Safety VENDOR NUMBER: 4337

REMIT ADDRESS: STREET 1445 Old Hot Springs Rd. Suite 104 CITY Carson City ST NV ZIP 89706

QUANTITY: 1 DOLLAR AMOUNT: 8,207.00 PROJECT #: _____

G/L ACCOUNT(S): 101-312 521.139 AMOUNT: 8,207.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

Purchase order over $50,000.00

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): Rebecca Edwards

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: _____

FINANCE DEPT USE ONLY

FINANCE APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 9/16/2024

Nevada Department of Public Safety
Division of Parole & Probation

Pre-Sentence Investigation (PSI) Report Funding

Table 1	Budgeted Cost for Pre-Sentence Investigation Reports	State Fiscal Year 2026 Projected	State Fiscal Year 2027	2025 - 2027 Biennium Total
		$ 13,031,963.57	$ 13,530,462.75	$ 26,562,426.32

Table 2	70/30 Split to Fund Pre-Sentence Investigation Reports	State Fiscal Year 2026 Projected	State Fiscal Year 2027	2025 - 2027 Biennium Total
	State Funding, 30%	$ 3,909,589.07	$ 4,059,138.83	$ 7,968,727.90
	County Reimbursement, 70%	$ 9,122,374.50	$ 9,471,323.93	$ 18,593,698.43
	Totals	**$ 13,031,963.57**	**$ 13,530,462.76**	**$ 26,562,426.33**

* Adjusted estimated cost provided 7/28/2025 increase of $88,207.**

Table 3	Pre-Sentence Investigations and Percentage Allocation by County							
County / City	*Number of PSI's, Fiscal Year 2024*	*Percentage of PSI's*	*State Fiscal Year 2026 Projected*	*State Fiscal Year 2027*	*2025 - 2027 Biennium Total*	*FY26 Billed*	*Remaining*
Carson	209	2.16%	$ 197,123.29	$ 204,663.66	$ 401,786.95	$ 41,435.90	$ 163,227.76
Churchill	114	1.18%	$ 107,521.78	$ 111,634.71	$ 219,156.49	$ 19,598.06	$ 92,036.65
Clark	6,358	65.74%	$ 5,996,697.42	$ 6,226,083.33	$ 12,222,780.75	$ 1,175,136.79	$ 5,050,946.54
Douglas	* 161	1.66%	$ 151,850.95	$ 157,659.56	$ 309,510.51	$ 27,437.27	$ 130,222.29
Elko	286	2.96%	$ 269,747.61	$ 280,066.01	$ 549,813.62	$ 50,581.66	$ 229,484.35
Esmeralda	-	0.00%	$ -	$ -	$ -	$ 186.65	$ (186.65)
Eureka	8	0.08%	$ 7,545.39	$ 7,834.02	$ 15,379.41	$ 1,119.89	$ 6,714.13
Humboldt	63	0.65%	$ 59,419.95	$ 61,692.89	$ 121,112.84	$ 5,786.10	$ 55,906.79
Lander	26	0.27%	$ 24,522.49	$ 25,460.53	$ 49,983.02	$ 2,799.73	$ 22,660.80
Lincoln	31	0.32%	$ 29,238.40	$ 30,356.82	$ 59,595.22	$ 5,412.80	$ 24,944.02
Lyon	219	2.26%	$ 206,555.01	$ 214,456.16	$ 421,011.17	$ 22,584.43	$ 191,871.73
Mineral	38	0.39%	$ 35,840.62	$ 37,211.60	$ 73,052.22	$ 6,905.98	$ 30,305.62
Nye	320	3.31%	$ 301,815.49	$ 313,360.55	$ 615,176.04	$ 32,103.48	$ 281,257.07
Pershing	29	0.30%	$ 27,352.07	$ 28,398.34	$ 55,750.41	$ 3,919.62	$ 24,478.72
Storey	18	0.19%	$ 16,977.10	$ 17,626.51	$ 34,603.61	$ 1,679.83	$ 15,946.68
Washoe	1,715	17.73%	$ 1,617,542.59	$ 1,679,416.90	$ 3,296,959.49	$ 254,401.43	$ 1,425,015.47
White Pine	77	0.80%	$ 72,624.32	$ 75,402.35	$ 148,026.67	$ 13,065.37	$ 62,336.98
Totals	**9,672**	**100.00%**	**$ 9,122,374.48**	**$ 9,471,323.94**	**$ 18,593,698.42**	**$ 1,664,154.99**	**$ 7,458,219.49**

Nevada Department of Public Safety
Division of Parole & Probation

Pre-Sentence Investigation (PSI) Report Funding

Table 1	Budgeted Cost for Pre-Sentence Investigation Reports	State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
		$ 12,327,686.54	$ 12,889,813.89	$ 25,217,500.43

Table 2	70/30 Split to Fund Pre-Sentence Investigation Reports	State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
	State Funding, 30%	$ 3,698,305.96	$ 3,866,944.17	$ 7,565,250.13
	County Reimbursement, 70%	$ 8,629,380.56	$ 9,022,869.72	$ 17,652,250.30
	Totals	**$ 12,327,686.54**	**$ 12,889,813.89**	**$ 25,217,500.43**

*Original estimated cost provided in January 2025 was $ 143,644.58

Table 3 Pre-Sentence Investigations and Percentage Allocation by County

County / City	Number of PSIs, Fiscal Year 2024	Percentage of PSIs	State Fiscal Year 2026	State Fiscal Year 2027	2026 - 2027 Biennium Total
Carson	209	2.16%	$ 186,470.30	$ 194,973.12	$ 381,443.42
Churchill	114	1.18%	$ 101,711.06	$ 106,348.96	$ 208,060.02
Clark	6,358	65.74%	$ 5,672,622.22	$ 5,931,286.81	$ 11,603,909.03
Douglas *	161	1.66%	$ 143,644.58	$ 150,194.60	$ 293,839.18
Elko	286	2.96%	$ 255,168.33	$ 266,805.27	$ 521,975.10
Esmeralda	-	0.00%	$ -	$ -	$ -
Eureka	8	0.08%	$ 7,137.62	$ 7,463.09	$ 14,600.71
Humboldt	63	0.65%	$ 56,208.76	$ 58,771.82	$ 114,980.58
Lander	26	0.27%	$ 23,197.24	$ 24,255.01	$ 47,452.25
Lincoln	31	0.32%	$ 27,658.29	$ 28,919.47	$ 56,577.76
Lyon	219	2.26%	$ 195,392.30	$ 204,301.95	$ 399,694.25
Mineral	38	0.39%	$ 33,903.71	$ 35,449.68	$ 69,353.39
Nye	320	3.31%	$ 285,504.70	$ 298,523.36	$ 584,028.06
Pershing	29	0.30%	$ 25,873.90	$ 27,053.72	$ 52,927.62
Storey	18	0.19%	$ 16,059.62	$ 16,791.92	$ 32,851.54
Washoe	1,715	17.73%	$ 1,530,126.90	$ 1,599,898.81	$ 3,130,025.71
White Pine	77	0.80%	$ 68,699.53	$ 71,832.15	$ 140,531.68
Totals	**9,672**	**100.00%**	**$ 8,629,380.56**	**$ 9,022,869.74**	**$ 17,652,250.30**

AGENDA ITEM NO. 11.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2026P-012**, proclaiming the month of April 2026 as National Autism Awareness Month in Douglas County. (Melissa Elges, Autism Awareness Advocate and Community Member)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Proclamation 2026P-012 recognizes the month of April 2026 as National Autism Awareness Month in Douglas County. This is a month to promote awareness and action, and for support and advocacy, to help families with children who have received the diagnosis of Autism Spectrum Disorder.

ATTACHMENTS:
Proclamation 2026P-012 Austism Awareness 2026.pdf

PROCLAMATION 2026P-012

DOUGLAS COUNTY BOARD OF COMMISSIONERS

Declaring April 2026 as "National Autism Awareness Month" in Douglas County, Nevada

WHEREAS, Autism is one of the fastest-growing developmental disabilities in the world, affecting 1 in 31 according to estimates from the CDC's Autism and Developmental Disabilities Monitoring (ADDM) Network; this includes people in the Douglas County Community; and

WHEREAS, Autism results from a neurological disorder that impacts the functioning of the brain; conditions characterized by Autism may challenge communication, social skills, and behavior. Accurate, early diagnosis and the resulting appropriate education and intervention are crucial for ensuring the highest quality of life for individuals with Autism; and

WHEREAS, during the month of April, we strive to promote awareness of autism, inclusion, and self-determination for all, and assure that each person with ASD is provided an opportunity to achieve the highest possible quality of life.; and

WHEREAS, support groups such as the Family Support Council, Aktion Club, Moxy Up, and Expand-Able Horizons provide vital support and advocacy for families, children, and adults diagnosed with autism spectrum disorder in Carson Valley; and

WHEREAS, the Autism Resource Fair has been organized by Family Support Council Community Volunteers and will include ways for those on the spectrum to receive information about support services in Douglas County. The Fair will take place on April 11, 2026, from 10 am-2pm at the CVIC Hall; and

WHEREAS, the Douglas County Sheriff's Office has established the Autism Recognition Program to assist family members and caregivers in registering individuals with Autism with the Sheriff's Department. This proactive initiative aims to reduce anxiety for those with Autism and help during everyday police encounters and critical incidents. The program also enhances police officer awareness and response to individuals with Autism, assisting officers with early recognition, parent/guardian reunification, and overall safety.

NOW, THEREFORE, BE IT PROCLAIMED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS, along with Douglas County staff and residents, that April 2026 is "National Autism Awareness Month" in Douglas County, Nevada.

ADOPTED THIS 2nd DAY OF APRIL 2026 BOARD OF COUNTY COMMISSIONERS.

Mark Gardner, Chairman

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF DOUGLAS COUNTY TO BE AFFIXED THIS 2nd DAY OF APRIL, IN THE YEAR OF OUR LORD 2026.

Amy Burgans, Clerk Treasurer

AGENDA ITEM NO. 12.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For presentation only. Introduction of **Ordinance 2026-1665**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010. First Reading. (Kate O'Neil, Principal Planner)

RECOMMENDED MOTION:
Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

FINANCIAL IMPACT:
APN 1320-32-101-010 will be included in the Town of Minden's Ad Valorem tax rate.

BACKGROUND:

On December 3, 2025, the Town of Minden Advisory Board approved a petition to annex two parcels (APNs 1320-32-101-010 & 1320-32-101-002) comprising 5.26 acres into the Town of Minden boundary. However, with the submittal to the County, staff noticed that APN 1320-32-101-002 is already within the Minden Town Boundary. The Town of Minden submitted revisions to documents to reflect only the one parcel, APN 1320-32-101-010, compromising of 5.10 acres, to be annexed.

ATTACHMENTS:
SR BoCC Ord for Annexation Town of Minden DP26-0024 (1st Reading).docx
Ordinance 2026-1665 - Depot Pasture Annexation to Minden (Final).docx
Ordinance 2026-1665 - Exhibit A.pdf
Vicinty Map.pdf
Annexation Town Submittal Packet Faught_3.24.2026.pdf
Minutes - Minden Town Board 12.03.2025 Approved.pdf

Title 18 Appendix B Town of Minden Boundary Map 2019.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Kate Moroles-O'Neil
Principal Planner

TEL 775-782-6212 / FAX 775-782-9007
website: www.douglascountynv.gov

Planning Division

MEMORANDUM

Date: April 2, 2026

To: Board of County Commissioners

From: Kate Moroles-O'Neil, Planning Manager

Subject: Development Application DP26-0024 and Ordinance 2026-1665, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010. First Reading.

I. REQUEST

For presentation only. Introduction of **Ordinance 2026-1665**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010. First Reading..

II. RECOMMENDATIONS

Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

III. DISCUSSION AND EVALUATION

Douglas County Code, Title 18, Chapter 18.01 *Annexation Procedures for Unincorporated Towns* requires that applications for annexations be submitted to the Board of Commissioners within six months from the date of final action by the town board. On December 3, 2025, the Town of Minden Board approved petition to annex two parcels (APNs 1320-32-101-010 & 1320-32-101-002) comprising of 5.26 acres into the Town of Minden boundary. However, with submittal to County, staff noticed that the current Town of Minden Boundary Map (2019) showed that APN 1320-32-101-002 is already within the Minden Town Boundary. The Town of Minden submitted revisions to documents to reflect only the one parcel, APN 1320-32-101-010, comprising of 5.10 acres to be annexed. Pursuant to Douglas County Code, upon approval by the Town Board, applications for annexations may only be considered by the Board of County Commissioners in January, April, July or October.

NRS Section 269.155 and County Code require the Board of Commissioners to adopt an ordinance to amend the boundaries of an unincorporated town. The proposed ordinance with exhibits is attached.

Additionally, the town requests that the Douglas County Assessor include APN 1320-32-101-010 in the Town's Ad Valorem tax rate as they will be included within the town boundaries and subject to the Ad Valorem tax rate.

IV. Conclusion

Based on the recommendation from the Minden Town Board, staff has found the annexation application to be in compliance with Nevada Revised Statutes, County Code, and the County's Master Plan and, therefore, is recommending the Board introduce Ordinance Number 2026-1665.

ORDINANCE 2026-1665

SUMMARY

Ordinance 2026-1665, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010.

TITLE

Ordinance 2026-1665, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 5.10 acres into the Town of Minden boundary. The parcel to be annexed is APN 1320-32-101-010.

RECITALS

WHEREAS on December 3, 2025, the Minden Town Board approved a petition to annex the parcel identified as APN 1320-32-101-010, comprising 5.10 acres (the "Property"), into the Town of Minden boundary.

WHEREAS, on April 2, 2026, the Douglas County Board of Commissioners (the "Board") introduced this Ordinance 2026-1665, which complies with the requirements of NRS 269.650 and Doulgas County Code Chapter 18.01.

WHEREAS, on April 16, 2026, the Board held a public hearing on this Ordinance 2026-1665 and determined that the findings required for annexation of the Property into the Town of Minden, as stated in Douglas County Code Chapter 18.01, had been met and that Ordinance 2026-1665 should therefore be adopted.

NOW THEREFORE, based on the foregoing considerations, the Board does ordain as follows:

SECTION I: The boundary of the Town of Minden, which has previously been surveyed, mapped, and platted as set forth in Title 18, Appendix B of the Douglas County Code, is hereby amended pursuant to NRS 269.650 and Douglas County Code Chapter 18.01 to include the Property as set forth in the legal description and maps attached hereto as **Exhibit A**. The area hereby annexed is APN 1320-32-101-010.

SECTION II: This ordinance shall be in full force and effect two weeks after this Ordinance is approved by the Board of County Commissioners, and it is conditional upon the boundary map, as set forth in **Exhibit A**, being filed with the Office of the County Recorder by the Town of Minden.

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Proposed on the ____ day of _____, 2026.

Proposed by Commissioner _____.

Adopted this ____ day of _____, 2026, by the following vote:

Vote-- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
Mark Gardner, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This ordinance is effective on the ____ day of _____, 2026.

APPENDIX B. MINDEN TOWN BOUNDARY

As approved April 16, 2026, by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 3029.30 feet to the westerly prolongation of the northerly right-of-way line of Buckeye Road (a);

312 thence along said westerly prolongation and northerly right-of-way line, North 89°29'43" West, a distance of 2237.53 feet;

313: thence leaving said northerly right-of-way line, North 00°30’17” East, a distance of 2007.34 feet;

314: Thence along a non-tangent curve (concave to the south) the center of which bears South 06°41’59” East, a distance of 1600.00 feet, through a central angle of 38°39’45” to the right a length of 1079.66 feet;

315: Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, through a central angle of 18°59’12”, an arc length of 281.67 feet (I)(a);

316: Thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

317: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

318: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

319: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

320: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

321: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

322 thence North 38°50'33" West, a distance of 80.14 feet;

323 thence North 28"17'55" West, a distance of 131.62 feet;

324 thence North 51°49'55" West, a distance of 126.45 feet;

325 thence North 28°17'02" West, a distance of 208.95 feet;

326 thence North 22°39'41" West, a distance of 218.42 feet;

327 thence North 02°14'26" East, a distance of 79.34 feet;

328 thence North 81°13'07" West, a distance of 432.72 feet;

329 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary by this annexation map).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S.

Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

Tract I: West of and adjoining The Ranch at Gardnerville.

I00 Commencing at a point located at the southeast corner of APN 1320-29-301-005 of the Parcel Map for Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement Dated October 2, 1990, recorded on November 30, 2011, in Book 1111 at Page 6260 as Document Number 793410, said point being the TRUE POINT OF BEGINNING;

I01 thence North 00°31'44" East, a distance of 959.83 feet (X);

I02 thence 278.48 feet along the arc of a curve to the left having a radius of 690.00 feet, central angle 23°07'25" and a chord of South 38°53'12" East, 276.59 feet (X);

I03 thence South 27°19'29" East, a distance of 619.28 feet (X);

I04 thence South 38°16'24" East, a distance of 69.29 feet (X);

I05 thence South 18°02'31" East, a distance of 175.65 feet (X);

I06 thence South 45°08'20" East, a distance of 116.07 feet (X);

I07 thence South 85°43'31" East, a distance of 34.51 feet (X);

I08 thence North 74°28'30" East, a distance of 82.85 feet (X);

I09 thence North 59°07'41" East, a distance of 174.30 feet (X) to the TRUE POINT OF BEGINNING;

Track "I" consists of APN: 1320-29-301-005.

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

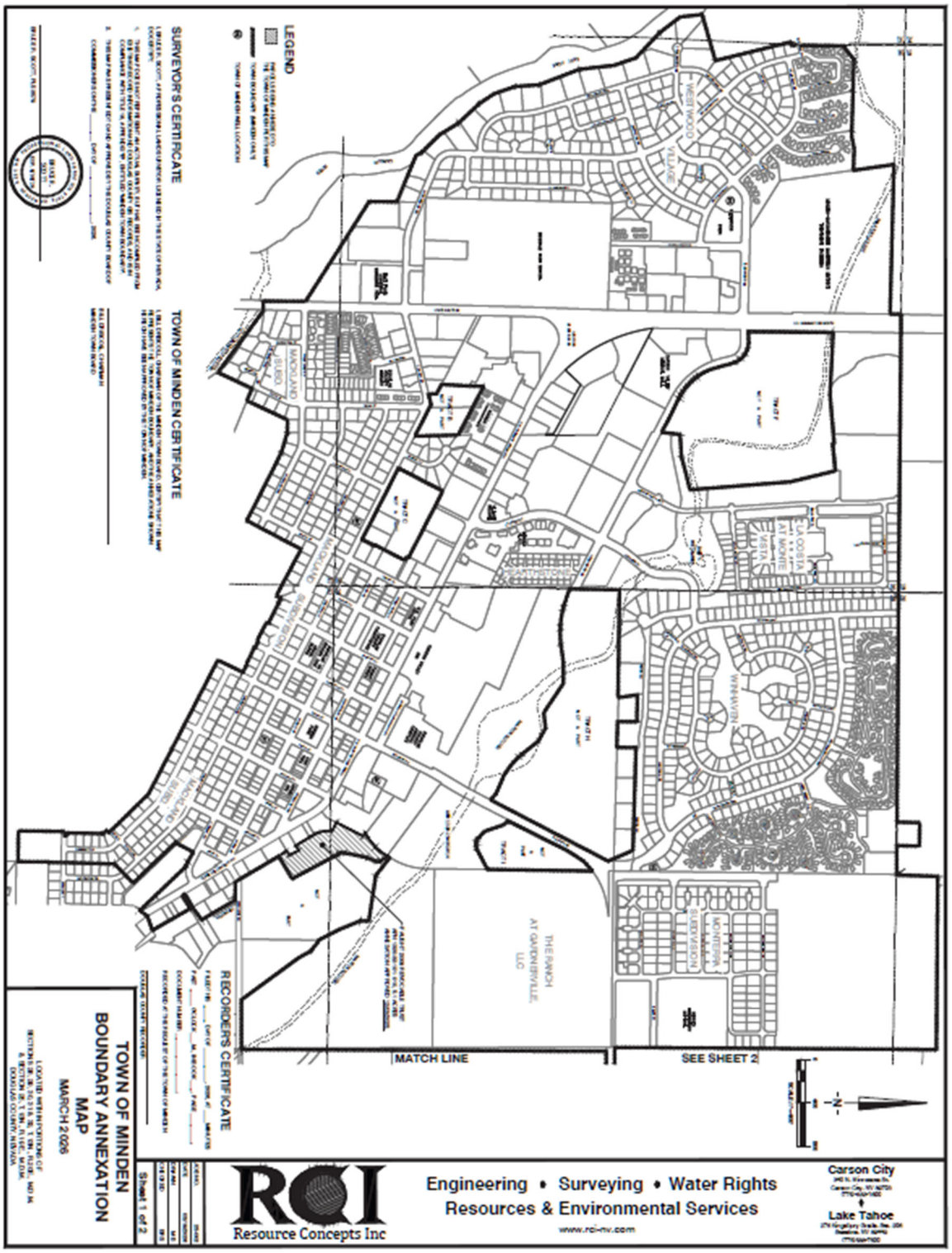
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

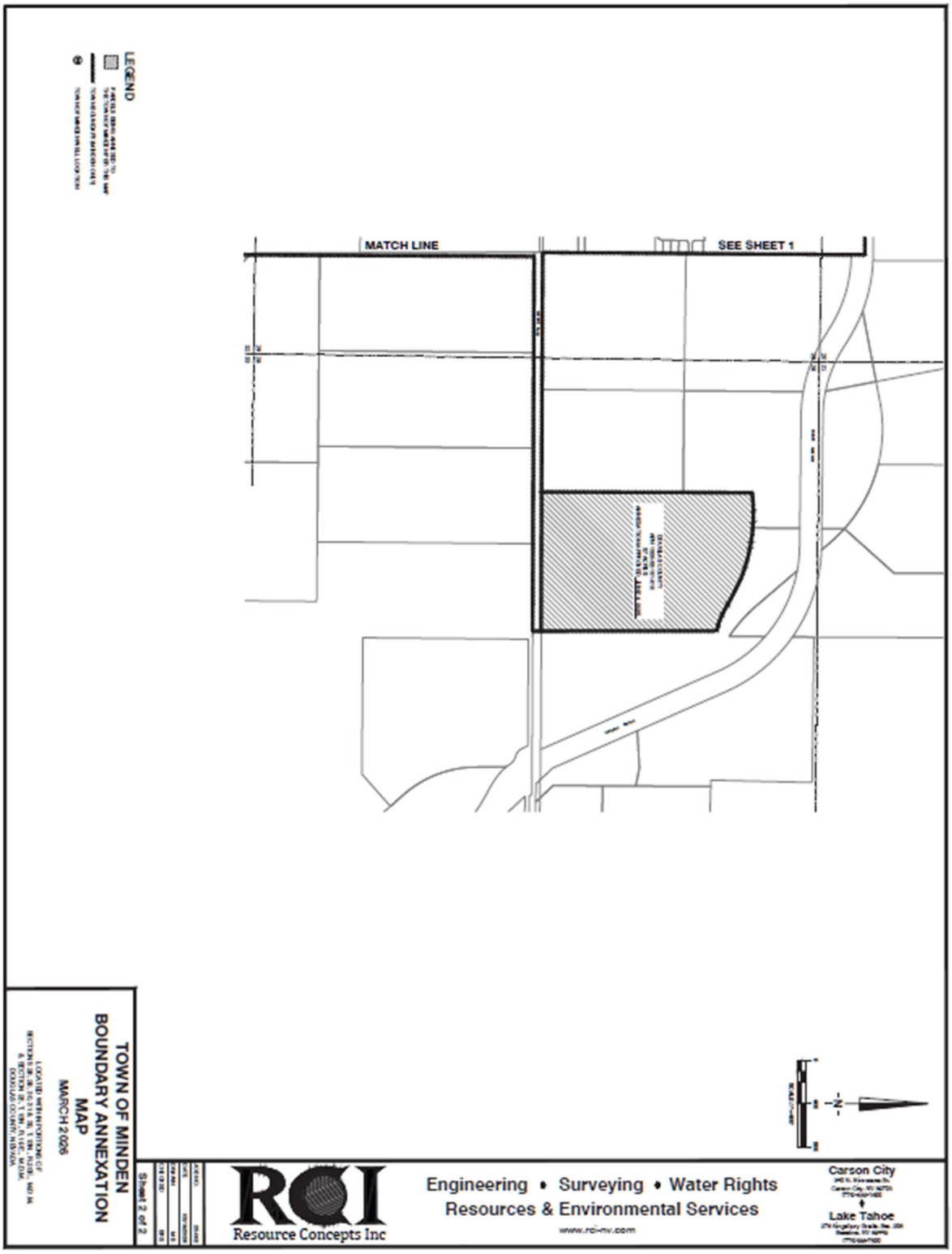
(a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

(b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

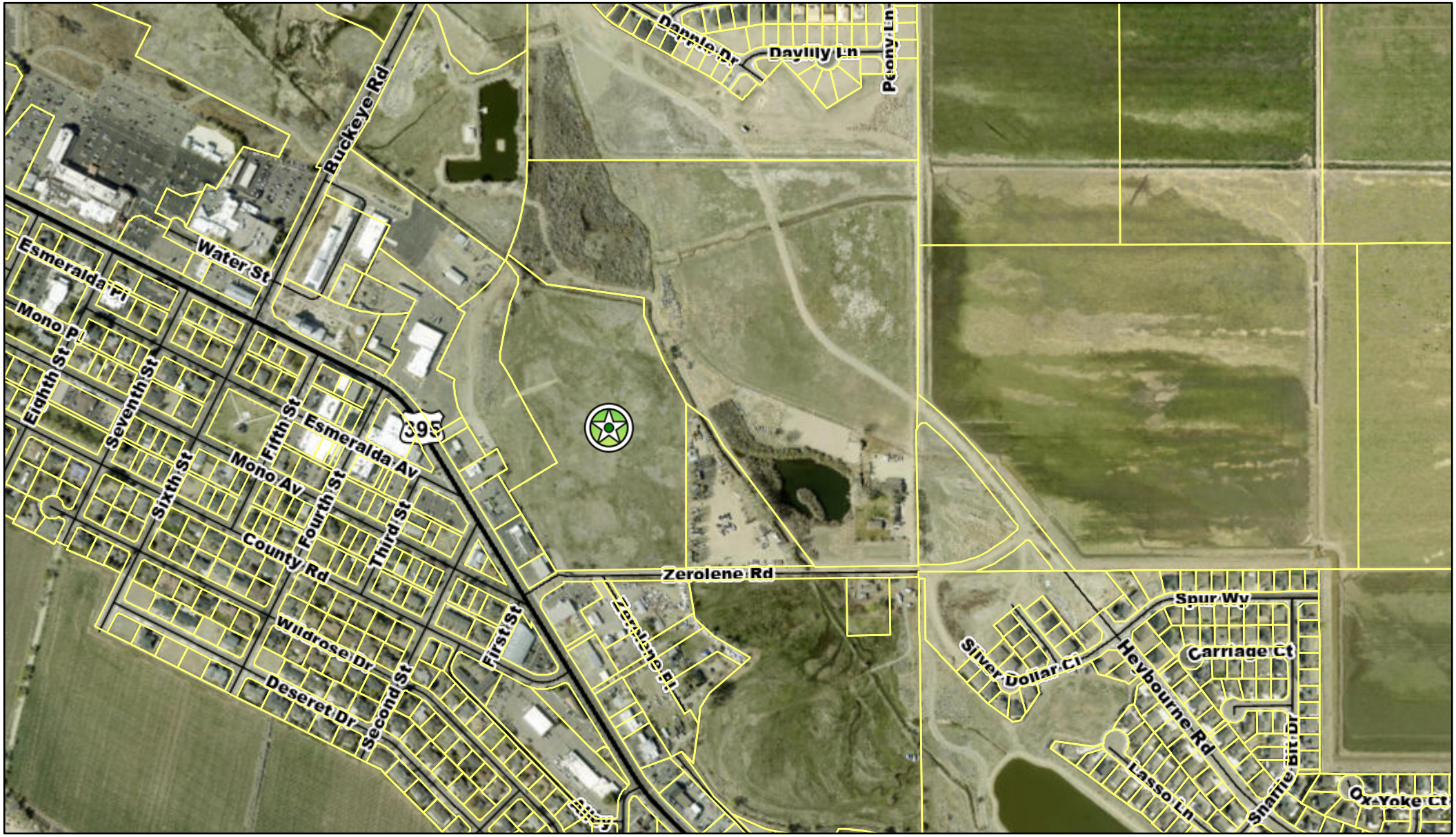
(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
SURVEYOR'S CERTIFICATE
TOWN OF MINDEN CERTIFICATE
RECORDER'S CERTIFICATE
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MARCH 2026
Sheet 1 of 2
MATCH LINE
SEE SHEET 2
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe


LEGEND
MATCH LINE
SEE SHEET 1
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MARCH 2006
Sheet 2 of 2
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe

(Supp. No. 6)

Vicinity Map - APN 1320-32-101-010



3/24/2026, 4:02:16 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

EagleView, Vantor, Created from the line file DCCL, Created from the line file DC

Override 1

Parcels Aerials

ArcGIS Web AppBuilder

EagleView, Vantor | Copyright:© 2013 National Geographic Society, i-cubed | Office of the State Engineer, Nevada Division of Water Resources, Department of Conservation and Natural Resources.

DOUGLAS COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423
TEL (775) 782-6200 #4 * FAX (775) 782-9007
planning@douglasnv.us / www.douglascountynv.gov

GENERAL DEVELOPMENT APPLICATION (PLANNING)

The following application form is provided for applicants to submit a **General Development Application** with Douglas County. As an applicant, you must complete this form and incorporate all requested information, as prescribed by the submittal requirements, before the application is accepted by the Community Development Department. By completing this application, you are also confirming you have read Title 20.01.100 Right to Farm.

APPLICATION TYPE: (CHECK ALL THAT APPLY):

Development	Land Division	General Planning
☐ Agreement	☐ Boundary Line Adjustment (BLA)	☐ Extension of Time
☒ Annexation	☐ Division of Land into Large Parcels	☐ Master Sign Plan ☐ New ☐ Amd
☐ Design Review ☐ Major ☐ Minor	☐ **Land Adjustment:**	☐ Waiver Request
☐ Master Plan Amd ☐ Text ☐ Map	☐ Amended Map	☐ Water Conveyance Adv Mtg (WCAC)
☐ Mixed Use Commercial	☐ Map Type: _____	
☐ Modification to Approved Permit:	☐ Certificate of Amendment	
☐ Major ☐ Minor	☐ Modification to Approved Tent Map:	Pre-application meeting (via ACA)
☐ Planned Development	☐ Major ☐ Minor	Temporary Use Permits (via ACA)
☐ Special Use Permit	☐ Lot Consolidation/Reversion to Ac	
☐ Specific Plan	☐ Merger / resubdivision	
☐ Variance ☐ Major ☐ Minor	☐ Abandonment ☐ Road ☐ PUE	
☐ Zoning Amd ☐ Text ☐ Map	☐ Parcel Map ☐ Tentative ☐ Final	
	☐ Subdivision Map ☐ Tentative ☐ Final	
	☐ Variance to Improvement Standards	

PROJECT LOCATION/INFORMATION:

Street Address (if available): NA | Space/Unit #:

Assessor's Parcel Number(s): 1320-32-101-010

In Genoa – Prior to accepting any Zoning & Building Permits in the Genoa Historic District non-residential zoned areas, a Certificate of Appropriateness from the Genoa Historic District Commission is required.

PROJECT DESCRIPTION:

Project Name (if applicable): Depot Pasture Annexation

Is there a Development Agreement on this property? ☐ Yes ☐ No If yes, Document Number #_____

Past approval numbers?

Brief description of project or request: (Your detailed description of the project is required to be submitted as item #4 on our checklist)

Following DCC 18.01.010 the Minden Town Board is requesting the BOCC consider the request to annex 5.26 acres of land into the Town Boundaries.

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

APPLICANT INFORMATION:	
Property Owner	**Applicant**
Name: Dorian Faught	Name: John D Frisby
Name (if applicable):	Company: Town of Minden
Address: PO Box 1499	Address: 1604 Esmeralda Ave
City: Gardnerville State: NV Zip: 89410	City: Minden State: NV Zip: 89423
Phone: 209-743-7456	Phone: 775-782-5976
Email: dorian@murphyshotel.com	Email: jfrisby@douglasnv.us

Note: For permits requiring a public hearing, this application must include the names of all owners and, if a corporation, all stockholders and officers (Douglas County Code 20.04.010). You must provide documentation from the legal entity which authorizes the person executing this document to act on the legal entities' behalf.

A. PROPERTY OWNER AFFIDAVIT:

I do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

Dorian Faught — Printed Name

Signature

2-13-2026 — Date

B. APPLICANT/APPLICANT'S REPRESENTATIVE:

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct.

JD Frisby — Printed Name

Signature

2/13/2026 — Date

NOTE: If your project is within Town boundaries you will need to reach out to governing body for submittal.

- Town of Gardnerville - https://www.townofgardnerville.com/
- Town of Minden - https://www.townofminden.com/
- Town of Genoa - https://www.genoanevada.org/

NOTE: Please reach out to East Fork Fire (https://eastforkfire.org/ or ARay@eastforkfire.org or 775-782-9040) or Tahoe Douglas Fire (https://tahoefire.org/) for their submittal requirements.

Please see pages 3 & 4 for document requirements.

For items required that are listed under General Planning on page 1 (Extension of Time, Master Sign Plan, Waiver Request). Please check with staff.

DC GENERAL DEVELOPMENT APPLICATION SUBMITTAL REQUIREMENT CHECKLIST (Development)															General Planning Requirements				
All submittals are digital – Staff may ask for a paper copy at any time during the review.	Agreement, Development/ Reimbursement/Density Bonus	Annexation	Design Review, Major	Design Review, Minor (Accessory Dwelling is now approved with Building Permit)	Master Plan Map Amendment	Master Plan Text Amendment	Mixed-Use (MUC) or Planned Unit Development (PD)	Modification to Approved Permit (check with staff)	Special Use Permit (SUP)	Specific Plan	Variance, Major	Variance, Minor and SFD Design Standard Variance, Minor	Zoning Map Amendment	Zoning Text (Code) Amendment	Extension of Time	Master Sign Plan (check with staff)	Waiver Request (check with staff)	Water Conveyance Adv Comm (only) (Advisory Meeting)	Pre-Application Meeting
Application Fee (view full fee schedule)	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y	Y	Y				Y	Y
1 APPLICATION FORM	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
2 BLANKET AUTHORIZATION	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA	IA
3 NOT APPLICABLE LETTER	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y				Y	
4 PROJECT DESCRIPTION / JUSTIFICATION	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y
5 TAX RECEIPT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y						
6 TITLE REPORT			Y				Y		Y		Y								
7 WILL SERVE LETTERS			Y		Y		Y		Y●	Y			Y						
8 PERSONAL NOTIFICATION			Y		Y		Y		Y	Y	Y		Y						
9 VICINITY MAP			Y		Y				Y		Y		Y						
10 SITE PLAN			Y	Y				Y	Y	Y		Y							Y
11 FLOOR PLAN & ELEVATIONS			Y	Y				Y	Y		Y	Y							IA
12 SAMPLE CARD			Y																
13 MAP COPIES							Y												IA
14 CONCEPTUAL DRAINAGE STUDY			Y	Y			Y		Y	Y									
15 TRAFFIC ENGINEERING STUDY			Y		Y		Y		Y	Y			Y						
16 CONCEPTUAL GRADING/DRAINAGE PLAN			Y	Y			Y		Y										
23 APPROVAL LETTER															y				
25 MAP AMENDMENT DEVELOPMENT PLAN					Y								Y						
26 LEGAL DESCRIPTION & EXHIBIT					Y		Y						Y						
39 DRAFT SPECIFIC PLAN										Y									
40 DEVELOPMENT PLAN							Y												
41 DEVELOPMENT SCHEDULE & PHASING PLAN							Y			Y									
32 TOWN ANNEXATION PACKET		Y																	
33 AGREEMENTS PACKET	Y																		
42 IRRIGATION PLAN																		Y	
43 DOWNSTREAM WATER RIGHT USERS																		Y	

- Will Serve letters may be required if the SUP includes an intensification of use that requires additional reviews and approvals from the service providers.

Notes:

a. Refer to the Application Submittal Requirement Description for detailed descriptions of the above.

b. Y = Yes, you need this as part of the submittal; IA = If Applicable

Submittal/Not Applicable Letter

Annexation to Town of Minden

Parcel No.
1320-32-101-010

BOLD items are included in the submittal package.

1 **Application Form & Fee**

3 **Submittal/Not Applicable Letter**

32 **Town of Minden Annexation**

- **A. Town of Minden letter of approval**
- **B. Minden-Gardnerville Sanitation District letter of approval**
- **C. Legal Description of Parcel 1320-32-101-010**
- **D. Legal description of Town of Minden boundary**
- **E. Revised Town of Minden Boundary Map**
- **F. Town of Minden Approved Minutes**

Minden
NEVADA
1604 Esmeralda Avenue, Suite 101
Minden, Nevada 89423

December 4, 2025

Dorian Faught
P.O. Box 1499
Gardnerville, NV 89410

Subject: Approval of Annexation for Dorian Faught – Depot Pasture

Dear Mr. Faught,

At the December 3, 2025 Minden Town Board Meeting, the Town Board approved the annexation of Assessor Parcels 1320-32-101-002 and 1320-32-101-010, from Dorian Faught. The petition is to Annex to the Town of Minden, 5.26 acres of land located easterly of US 395 adjacent to the rear of the Bently and Hellwinkel properties.

Prior to final map acceptance, the applicant must pay all final fees.

Please call the office if you have any questions. (775)782-5976.

Sincerely,

JD Frisby, Town Manager
Town of Minden

Minden-Gardnerville Sanitation District
1790 Hwy 395 N
Minden NV 89423
(775) 782-3546
www.MGSDistrict.org

"Wastewater Treatment for a Healthy Community and Environment"

February 13, 2026

Dorian Faught

PO Box 1499

Gardnerville, NV 89410

Dear Mr. Faught,

This letter serves as confirmation that MGSD and its' Board of Trustees have approved the annexation of APNs 1320-32-101-002 & 1320-32-101-010 into MGSD's District Boundary. This approval was granted at the January 6, 2026 regular board meeting.

At this time, the annexation application fee and acreage fee have been paid. Please note, however, that any remaining fees will need to be paid prior to the recording of the annexation agreement and before any connection to MGSD sewer may occur.

If you have any questions, please feel free to email me at peter@mgsdistrict.org or you can call me at 775-782-3546 ext. 104.

Kind Regards

Peter V. Baratti

District Manager

PVB:jk

APPENDIX B. MINDEN TOWN BOUNDARY

As approved April 16, 2026, by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 3029.30 feet to the westerly prolongation of the northerly right-of-way line of Buckeye Road (a);

312 thence along said westerly prolongation and northerly right-of-way line, North 89°29'43" West, a distance of 2237.53 feet;

313: thence leaving said northerly right-of-way line, North 00°30’17” East, a distance of 2007.34 feet;

314: Thence along a non-tangent curve (concave to the south) the center of which bears South 06°41’59” East, a distance of 1600.00 feet, through a central angle of 38°39’45” to the right a length of 1079.66 feet;

315: Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, through a central angle of 18°59’12”, an arc length of 281.67 feet (I)(a);

316: Thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

317: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

318: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

319: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

320: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

321: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

322 thence North 38°50'33" West, a distance of 80.14 feet;

323 thence North 28"17'55" West, a distance of 131.62 feet;

324 thence North 51°49'55" West, a distance of 126.45 feet;

325 thence North 28°17'02" West, a distance of 208.95 feet;

326 thence North 22°39'41" West, a distance of 218.42 feet;

327 thence North 02°14'26" East, a distance of 79.34 feet;

328 thence North 81°13'07" West, a distance of 432.72 feet;

329 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary by this annexation map).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S.

Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

Tract I: West of and adjoining The Ranch at Gardnerville.

I00 Commencing at a point located at the southeast corner of APN 1320-29-301-005 of the Parcel Map for Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement Dated October 2, 1990, recorded on November 30, 2011, in Book 1111 at Page 6260 as Document Number 793410, said point being the TRUE POINT OF BEGINNING;

I01 thence North 00°31'44" East, a distance of 959.83 feet (X);

I02 thence 278.48 feet along the arc of a curve to the left having a radius of 690.00 feet, central angle 23°07'25" and a chord of South 38°53'12" East, 276.59 feet (X);

I03 thence South 27°19'29" East, a distance of 619.28 feet (X);

I04 thence South 38°16'24" East, a distance of 69.29 feet (X);

I05 thence South 18°02'31" East, a distance of 175.65 feet (X);

I06 thence South 45°08'20" East, a distance of 116.07 feet (X);

I07 thence South 85°43'31" East, a distance of 34.51 feet (X);

I08 thence North 74°28'30" East, a distance of 82.85 feet (X);

I09 thence North 59°07'41" East, a distance of 174.30 feet (X) to the TRUE POINT OF BEGINNING;

Track "I" consists of APN: 1320-29-301-005.

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

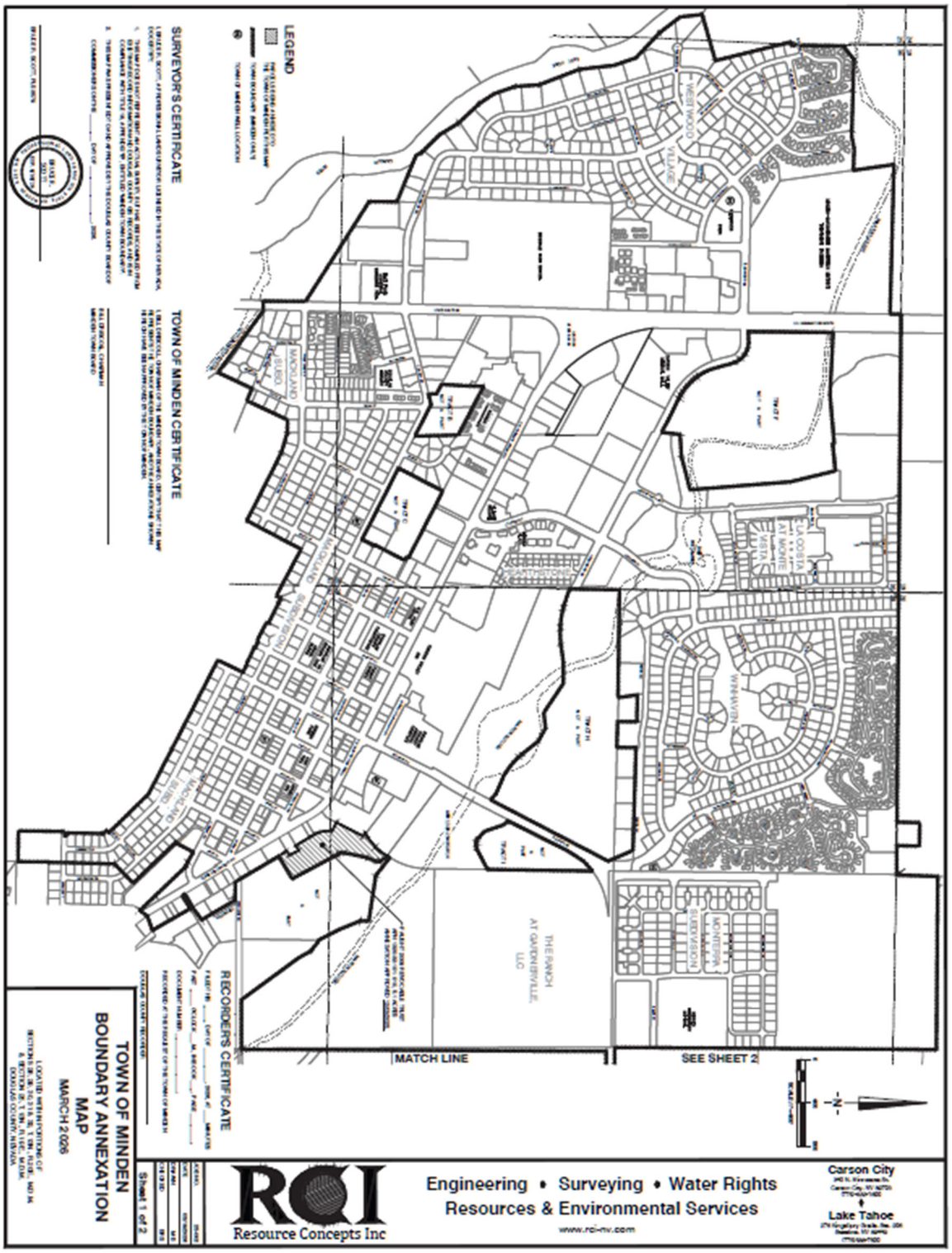
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

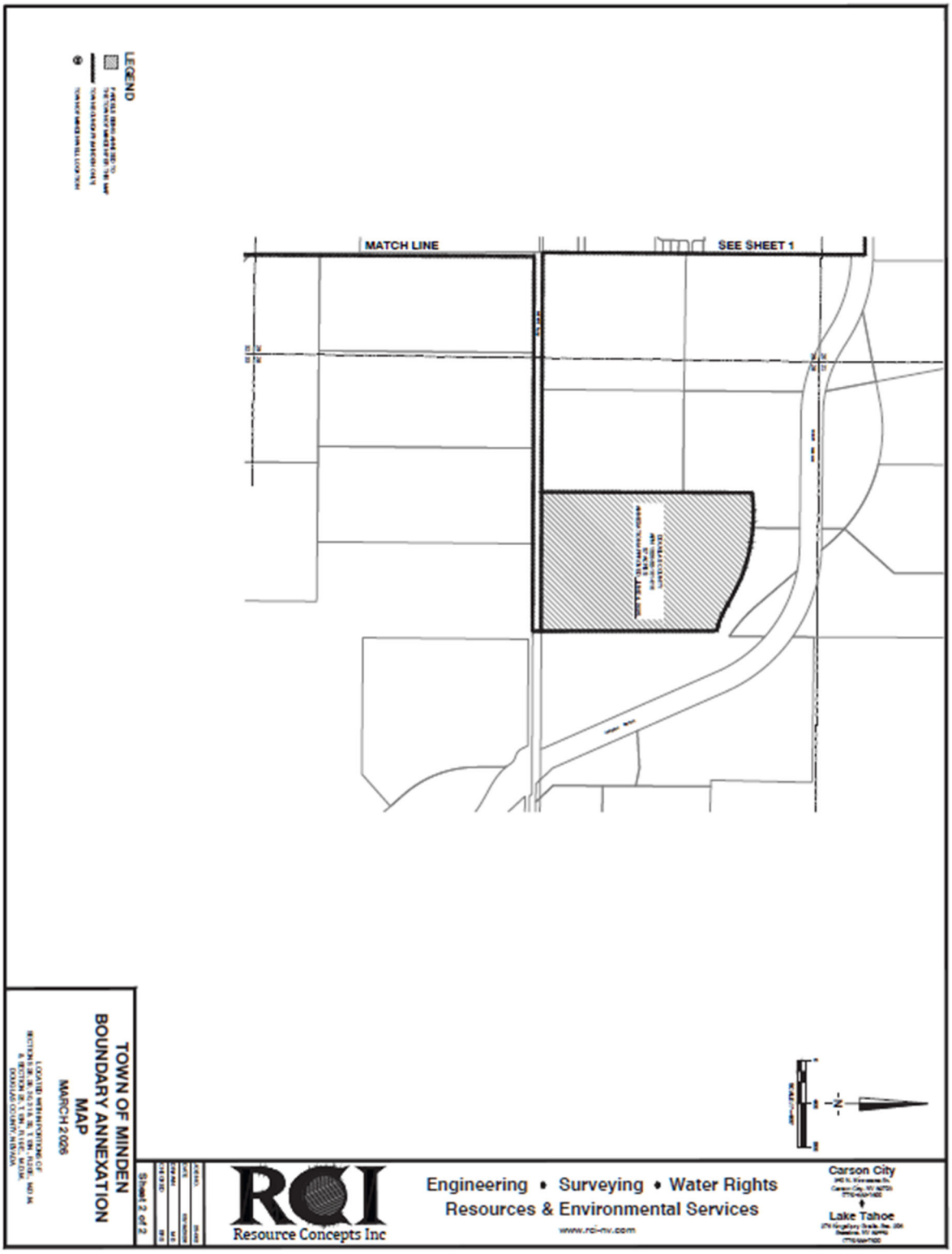
(a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

(b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
SURVEYOR'S CERTIFICATE
TOWN OF MINDEN CERTIFICATE
RECORDER'S CERTIFICATE
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MARCH 2026
Sheet 1 of 2
MATCH LINE
SEE SHEET 2
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe


LEGEND
MATCH LINE
SEE SHEET 1
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MARCH 2006
Sheet 2 of 2
RCI
Resource Concepts Inc
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Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe

(Supp. No. 6)

The Minden Town Board meeting was held starting at 5:30 p.m. on Wednesday, December 3, 2025, at 1602 Esmeralda Ave, Minden, Nevada.

Board Members present: Steve Thaler, Mimi Moss, Larry Walsh, Bryan Davis and Bill Driscoll.
Staff present: Ryan Russell, JD Frisby, Jeff Cady, and Rachel Hamer.
Chairman Walsh called the meeting to order at 5:30 p.m.
The Pledge of Allegiance was led by Larry Walsh.

PUBLIC COMMENT: None

APPROVAL OF AGENDA:

Driscoll/Davis moved and seconded approval of the December 3, 2025, Agenda. Motion carries unanimously.

APPROVAL OF MINUTES:

Moss/Thaler moved and seconded approval of the November 5, 2025, Board Meeting Minutes.

ACKNOWLEDGEMENT OF GIFTS: None

BOARD MEMBER REPORTS: Items on the Administrative Agenda will not be discussed during Board Member committee reports. **No action** may be taken on a matter raised under this portion of the agenda until the matter has been specifically included on an agenda as an item upon which action may be taken. Discussion may include a report on activities of committees or general information of interest to the Board.

None

CONSENT AGENDA: Items may be moved to or from the Consent Agenda at the beginning of the Board meeting during the Approval of the Consent Agenda. Items on the Consent Agenda may be voted on in a block, i.e., with one motion on all those items, one second to the motion, and one vote by the Board members. Items removed from the Consent Agenda will be heard immediately following the Consent Agenda in the order in which they appear in the Consent Agenda.

1. Approval of the November 2025 financial report including claims paid October 25, 2025, through November 21, 2025, for Fiscal Year 25/26.

2. Approval of a donation to Main Street Gardnerville for Wreaths Across America for the Gardnerville Garden Cemetery in an amount not to exceed $500.00.

Public comment: None

After thoughtful and intelligent deliberation, Thaler/Driscoll moved and seconded approval of the Consent Agenda, with the amended paid claims. Motion carries unanimously.

ADMINISTRATIVE AGENDA: The following item(s) are scheduled for public hearing. At the beginning of each item, the Chairman will call the item. Normally, the applicant and/or its representatives are permitted to speak first, and then Town Staff may present a summary of the staff report and recommendation, including any updated information received by the Town after the reports were distributed. Next, Board discussion, and then the Chairman will open the hearing to public comment. For items on which action is to be taken, the Chairman will close the hearing of public comment before a motion is made and a vote is taken. The Chairman has the right to establish reasonable time limits for comments and to allow for rebuttal comments.

1. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny a petition for annexation by Dorian Faught for APN 1320-32-101-010 and APN 1320-32-101-002. Appearance Gary E. Thurm, Three Castles Engineering.

   Mr. Thurm gave a brief description of the project and the location. This property has previously been before the board for a zoning map amendment and a master plan amendment that were approved. This annexation is recommended for approval at the January 2026 MGSD meeting.

   Member Moss asked clarifying questions regarding the exhibits and the parcel numbers.

   Public comment: None

   After thoughtful and intelligent deliberation, Driscoll/Thaler moved and seconded approval of a petition for annexation by Dorian Faught for APN 1320-32-101-010 and APN 1320-32-101-002. Motion carries unanimously.

2. For possible action: Discussion and possible action to elect the Minden Town Board Chairman for calendar year 2026. Appearance by Larry Walsh, Chairman of the Minden Town Board.

   Chairman Walsh opened it up to the Board for nominations. Chairman Walsh nominated Vice Chairman Driscoll. Vice Chairman Driscoll accepted the nomination. No further nominations.

   Public comment: None

   After thoughtful and intelligent deliberation, Walsh/Davis moved and seconded the appointment of Bill Driscoll as Chairman for calendar year 2026. Motion carries unanimously.

3. For possible action: Discussion and possible action to elect the Minden Town Board Vice-Chairman for calendar year 2026. Appearance by Larry Walsh, Chairman of the Minden Town Board.

   Chairman Walsh opened it up to the Board for nominations. Chairman Walsh Nominated Member Thaler. Member Thaler accepted the nomination. No further nominations.

   Public comment: None

After thoughtful and intelligent deliberation, Walsh/Driscoll moved and seconded the appointment of Steve Thaler as Vice-Chairman for calendar year 2026. Motion carries unanimously.

4. For Presentation Only: Presentation by Douglas County Community Development regarding Ordinance 2025-1661, a zoning Text Amendment, amending various chapters in Douglas County Code, Title 20, and Ordinance 2025-1662, a Zoning Map Amendment for certain properties within Douglas County that are zoned Multi-Use Commercial (MUC), in order to implement the requirements of Assembly Bill 241. Appearance by Kate Moroles-O'Neil, Douglas County Planning Manager.

   Kate Moroles-O'Neil gave a presentation regarding the proposed zoning changes that are coming forth due to the legislation changes for commercial zoning. She spoke to the properties that the proposed changes apply to.

   Board comments included questions regarding the property that was just annexed.

   Public comment: Robb Hellwinkel gave public comment and sought clarification on what is possible to do with his current properties. Jeff Wass gave public comment regarding his property on Monte Vista.

   Mrs. Moroles-O'Neil gave clarification on what can and cannot be done on commercial properties with the new zoning.

   Member Moss expressed concern with the label of commercial zoning that can now be zoned all as multi-family residential, as being deceiving. She also expressed concerns with the notifications that were sent out to the public, and the lack of information.

   Member Davis expressed concern about how the implications of this change can take the planning side of Town in a different direction. Member Thaler asked questions of the timeline. Vice-Chairman Driscoll relayed his feelings that zoning needs to be addressed at the local level not at the State. Chairman Walsh brought up concerns with the disclosures as it relates to property sales.

   Not For Action.

5. For possible action: Discussion and possible action to direct Staff in relation to Staff Reports. Discussion shall include a Staff Report on the activities, progress on or status of assigned tasks and projects, or general information regarding operations and projects related to trash, retail and wholesale water service, and other functions of the Town of Minden. Appearance by Jeff Cady, Public Works Superintendent, and JD Frisby, Town Manager.

   Mr. Cady gave a short update on what the public works department have been working on. Primarily Christmas, but also the filling of a vacant position.

   Mr. Frisby gave a brief update on the upcoming Christmas festivities, the dog park, and offered to answer any questions the board may have.

Public comment: Mr. Jim Valentine gave public comment expressing his concerns with the proposed dog park. Jen Tune, with Main Street Gardnerville, gave public comment regarding the donation of the funds towards the Wreaths Across America. Mr. Hellwinkel spoke to the proposed dog park.

ADJOURNMENT: Chairman Walsh adjourned the meeting at 6:28 pm.

4938-2631-4609, v. 1

EXHIBIT "____"

(APN 1320-32-101-010)

All that real property situate in the County of Douglas, State of Nevada, described as follows;

A parcel of land within the South 1/2 of the South 1/2 of Section 29, and the North 1/2 of the North 1/2 of Section 32, T13N, R20E, M.D.M., Douglas County, Nevada, more particularly described as follows;

COMMENCING at the Southwest corner of property described in Exhibit "A" of Grant, Bargain, Sale Deed, Bently Enterprises, LLC to Dorian Faught trustee of The Dorian Faught 2009 Revocable Trust by Document 2022-985762, recorded in the Office of the County Recorder of Douglas County Nevada June 1, 2022 (and also being the Southwesterly corner of the same land shown on the Record of Survey for Donald E. Bently, recorded as Doc. No. 1994-347532, recorded October 4, 1994),

thence North 30° 39' 22" West a distance of 402.77 feet to the **True Point of Beginning** of this description;

thence North 30° 39' 22" West a distance of 89.76 feet;

thence North 59° 27' 04" East a distance of 47.11 feet;

thence North 26° 10' 05" West a distance of 100.29 feet;

thence South 59° 19' 25" West a distance of 54.84 feet;

thence North 30° 50' 31" West a distance of 149.93 feet;

thence North 30° 45' 35" West a distance of 50.39 feet to a point being on the property corner as shown on the Reversion to Acreage for the Hellwinkel Family, LLC recorded as Doc. No. 2019-938636 on November 22, 2019;

thence coincident with said Hellwinkel Property the following four(4) courses;

thence along a non-tangent curve to the Right having a RADIAL BEARING IN of North 62° 31' 47" East, with a radius of 293.42', an Arc Length of a Central Angle of 33° 36' 11" (Chord Bearing N 10° 40' 07" W & Chord Length 169.63');

thence North 62° 35' 00" West a distance of 89.02 feet;

thence North 27° 25' 00" East a distance of 281.00 feet;

thence North 52° 18' 30" West a distance of 37.30 feet;

thence along a non-tangent curve to the Left, having a RADIAL BEARING IN of North 30°10'29" West with a radius of 613.00', an Arc Length of 295.74' and a Central Angle of 27° 38' 33" (Chord Bearing N 46° 00' 15" E & Chord Length 292.88');

thence leaving the boundary of previously said Deed 2022-985762 along the here created new parcel lines the following nine (9) courses;

1) South 55° 20' 19" East a distance of 9.17 feet;

2) South 36° 14' 41" East a distance of 81.30 feet;

3) South 05° 56' 16" West a distance of 39.40 feet;

4) South 24° 03' 51" West a distance of 84.38 feet;

5) South 12° 06' 20" West a distance of 216.33 feet;

6) South 00° 44' 21" West a distance of 42.64 feet;

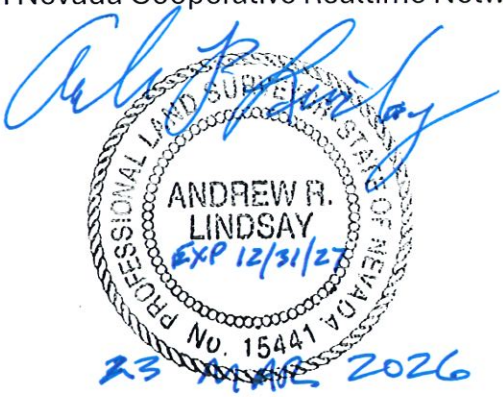
7) South 36° 18' 32" East a distance of 28.87 feet;

8) South 28° 04' 31" East a distance of 482.47 feet;

9) South 59° 17' 37" West a distance of 251.56 feet closing upon the **True Point of Beginning** of this Description.

This description having an area of 5.09 acres, more or less.

Basis of Bearing is Nevada State Plane West Zone (2703 - NAD83/2011) as derived from shots taken with GPS using Virtual Realtime Kinematic(VRS) service provided by Nevada GPS Network (formerly Northern Nevada Cooperative Realtime Network (http://nevadagps.utah.gov/)).



Prepared by:

Andrew Lindsay, NV PLS 15441

Three Castles Engineering,

5215 Mountain Ranch Road

Reno, NV 89511

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS (APN'S 1310-32-101-002, 1310-32-501-001) AS SHOWN ON THIS MAP DO HEREBY STATE:

1. WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.
2. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT SHOWN HEREON.
3. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 278.478 TO 278.630, INCLUSIVE.
4. ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
5. ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF THE LAND.

DORIAN FAUGHT, TTEE
FAUGHT 2009 REVOCABLE TRUST

BY: DORIAN FAUGHT, TTEE
OWNER

Aug. 29th, 2025
DATE

NOTARY PUBLIC

STATE OF Nevada)
COUNTY OF Douglas) SS.

ON THIS 29 DAY OF August, IN THE YEAR 2025
BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Dorian Faught
PERSONALLY KNOWN BY ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT WHO ACKNOWLEDGED THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT, THE PERSONS, OR THE ENTITY ON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: August 19, 2028

Victoria Jacboe Notary Public
State of Nevada Appt. No. 24-1549-05
My Appt. Expires Aug. 19, 2028

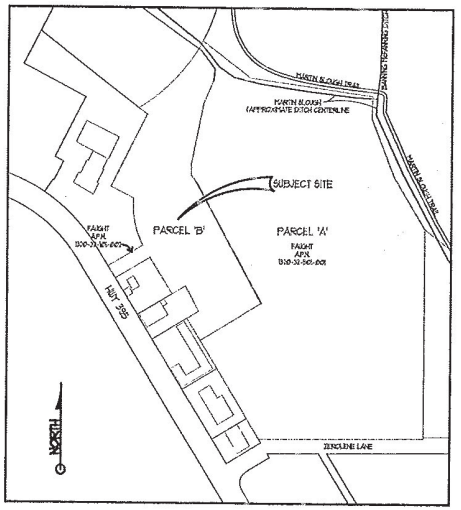
CLERK TREASURER'S CERTIFICATE

ALL PROPERTY TAXES FOR THE PARCELS SHOWN ON THIS MAP HAVE BEEN PAID IN FULL FOR THE FISCAL TAX YEAR.

AFFECTED APNS: 1310-32-101-002, 1310-32-501-001

ANY (TROY) BURGANS, COUNTY CLERK/TREASURER

Deputy: 10/1/25
DATE



VICINITY MAP
NTS

SURVEYOR'S CERTIFICATE

I, ANDREW LINDSAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF NEVADA, AS AN AGENT FOR THREE CASTLES ENGINEERING, LLC, DO HEREBY CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A FIELD SURVEY, SUFFICIENT TO LOCATE AND IDENTIFY PROPERLY THE PROPOSED BOUNDARY LINE ADJUSTMENT, AND WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF DORIAN FAUGHT.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTION 32 T13N, R20E, AND SECTION 29 T13N, R20E M.D.B. & M, DOUGLAS COUNTY NEVADA AND THE SURVEY WAS COMPLETED ON JULY 7, 2024.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND WAS PERFORMED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY LINE HAVE BEEN DEFINED BY MONUMENTS OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY NRS 625.340.
5. THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 TO 278.630, INCLUSIVE.

ANDREW LINDSAY, PLS 15441

DATE

05 SEPT 2025

NV PLS 15441

COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS BOUNDARY LINE ADJUSTMENT WAS PRESENTED TO THE DOUGLAS COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND WAS DULY APPROVED.

THOMAS A. DALLAIRE, P.E.
COMMUNITY DEVELOPMENT DIRECTOR

9.17.2025
DATE

COUNTY RECORDER'S CERTIFICATE

FILED THIS 1st DAY OF October, 2025 AT 4:37 MINUTES PAST 4 O'CLOCK P.M.

AS DOCUMENT NUMBER 2025-1025593, RECORDED AT THE REQUEST OF DORIAN FAUGHT.

SUZANNE GARREN
DOUGLAS COUNTY RECORDER

Deputy

REFERENCES:

1. GRANT, BARGAIN AND SALE DEED FROM BENTLY TO FAUGHT, RECORDED ON JUNE 1, 2022 AS DOC. NO. 2022-055762 WITH REFERENCE TO DOCUMENTS 2018-878139 AND 2018-878252.

   RI) Record of Survey for Donald R. Bently recorded on October 4th, 1994 in the Office of the Douglas County Recorder as Document # 341832.

2. THIS MAP PREPARED WITH THE ASSISTANCE OF FIRST AMERICAN TITLE REPORTS:
   a. Commitment Number: 143-2676120, Commitment Date: June 28, 2024 at 8:00 a.m. ISSUED FOR APN 1310-32-101-002 & APN 1310-32-501-001.

NOTES

1. THIS MAP IS AN ADJUSTMENT OF THE PROPERTY LINE BETWEEN ADJACENT PARCELS APN 1310-32-101-002 AND APN 1310-32-501-001 FOR RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT FOR DORIAN FAUGHT, TTEE FOR THE FAUGHT 2009 REVOCABLE TRUST RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON JUNE 1, 2022, AS DOCUMENT NO. 2022-055762.
2. THE BOUNDARY AND EASEMENTS SHOWN HEREON ARE BASED ON THE FIRST AMERICAN TITLE UPDATED PRELIMINARY TITLE REPORTS LISTED HERE ON UNDER REFERENCES, ITEM NUMBER 3.
3. THIS MAP WAS PREPARED WITH THE ASSISTANCE OF FIRST AMERICAN TITLE REPORTS: Commitment Number: 143-2676120, Commitment Date: June 28, 2024 at 8:00 a.m. ISSUED FOR APN 1310-32-101-002 and APN 1310-32-501-001.
4. ALL OF THE SUBJECT PROPERTIES LIE WITHIN FEMA X-SHADED & AND AE FLOOD ZONES.
5. THERE ARE NO KNOWN QUATERNARY FAULTS AFFECTING THE PROJECT AREA. SOURCE: NEVADA BUREAU OF MINES AND GEOLOGY (GEOBURNEAU) AS SOURCED FROM THE DOUGLAS COUNTY NEVADA GIS MAPPING ON THE OFFICIAL COUNTY WEBSITE.
6. THIS RECORD OF SURVEY IS TO SUPPORT THOSE CERTAIN DEEDS RECORDED IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA AS:

   DOCUMENT NO. 1025-591, DOCUMENT NO. 1025-592, & DOCUMENT NO. N/A.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/94, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94-HARN), AS DETERMINED USING REAL-TIME KINEMATIC (RTK) GPS OBSERVATIONS. THE BEARING BETWEEN GPS CONTROL STATIONS NO. 20 AND NO. 21 AS SHOWN ON "GPS RECORD OF SURVEY FOR DOUGLAS COUNTY" DOCUMENT NO. 2022-982660. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. COMBINED GRID-TO-GROUND FACTOR = 1.000780000.

THREE CASTLES ENGINEERING, LLC
An Engineering and Consulting Company
1228 Pop Circle
Gardnerville, NV 89410
Phone: (775) 783-1055
E-mail: threecastlesengineering@gmail.com

RECORD OF SURVEY

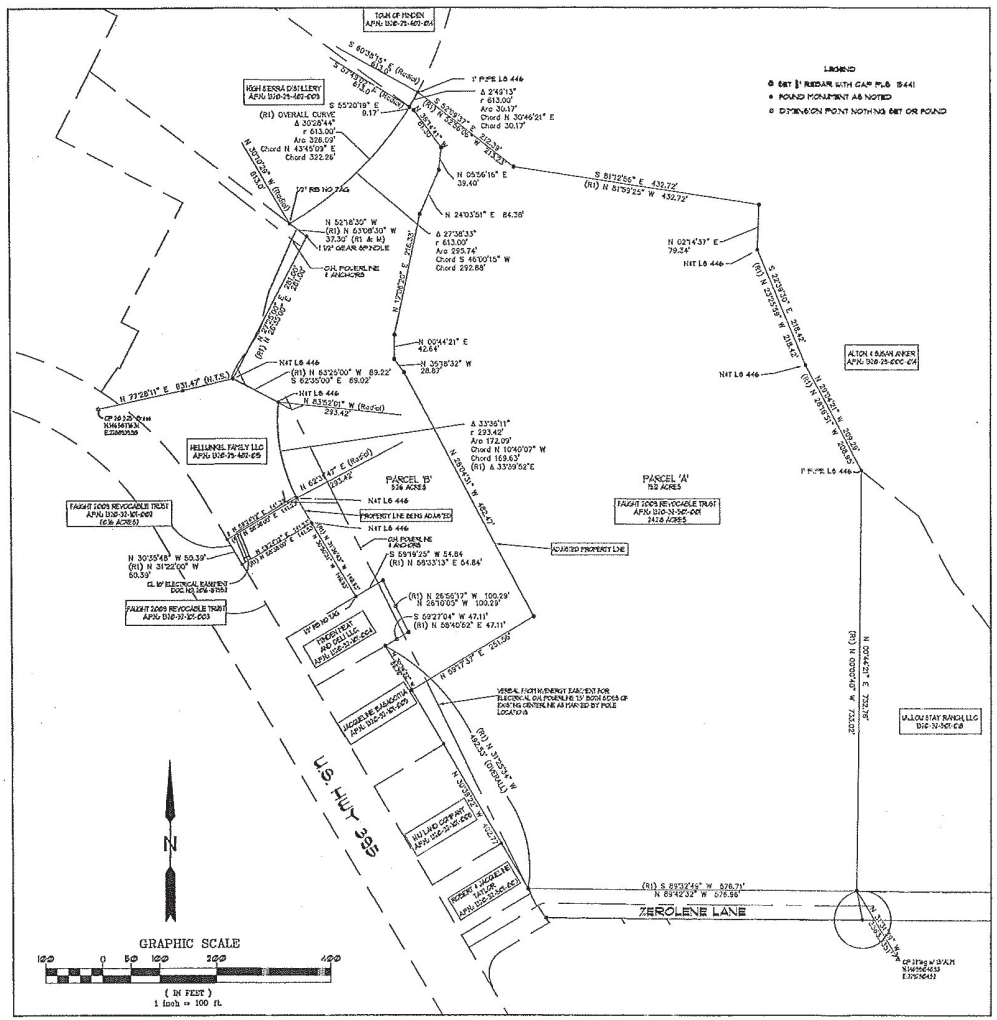
TO SUPPORT A
BOUNDARY LINE ADJUSTMENT FOR:

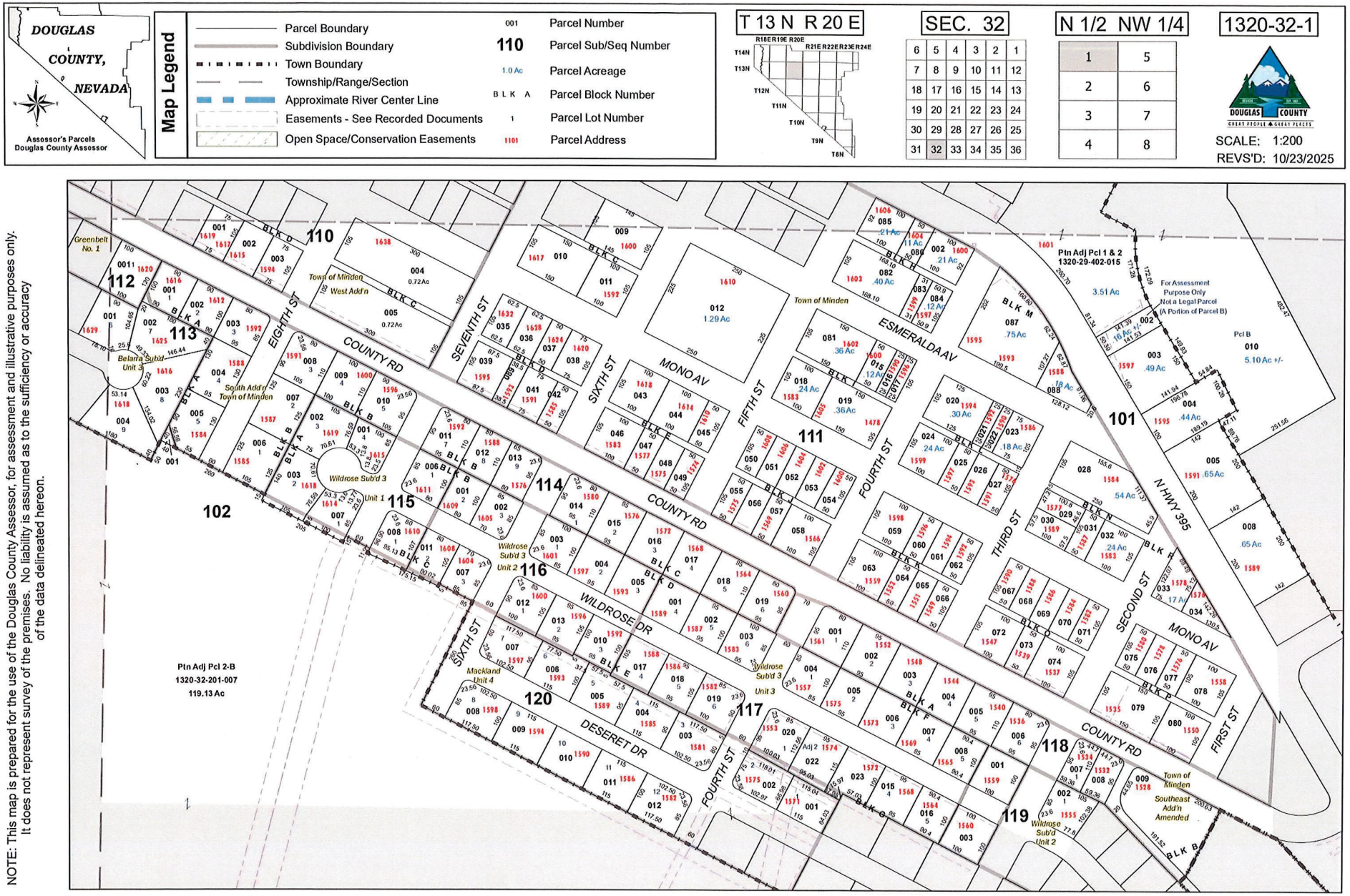
FAUGHT 2009 REVOCABLE TRUST

LOCATED WITHIN A PORTION OF SECTION 32, T.13N., R.20E., M.D.B. & M.
AND
LOCATED WITHIN A PORTION OF SECTION 29, T.13N., R.20E., M.D.B. & M.
DOUGLAS COUNTY, NEVADA

SHEET

1 OF 2


TOWN OF MINDEN
APN: 1318-29-401-014
HIGH SIERRA DISTILLERY
APN: 1318-29-401-003
(R1) OVERALL CURVE
Δ 30°28'44"
r 613.00'
Arc 326.09'
Chord N 43°45'09" E
Chord 322.26'
10" RIB NO. 7 LS
N 53°16'30" W
(R1) N 63°08'30" W
37.30' (R1 & M)
1 1/2" GEAR ON POLE
OH. POWERLINE
4 ANCHORS
(R1) N 22°00'00" E 215.00'
N 77°28'11" E 631.47' (M,R1)
CP 36.20' N=148
N=1461478.31
E=1599135.39
HELLUNKIL FAMILY LLC
APN: 1318-29-401-015
N 62°14'47" E (Rad=Rd)
293.42'
FAUGHT 2009 REVOCABLE TRUST
APN: 1318-32-101-001
(6.16 ACRES)
N 30°25'48" W 50.39'
(R1) N 31°22'00" W
50.39'
EL 10' ELECTRICAL EASEMENT
DOC NO. 1696-91553
FAUGHT 2009 REVOCABLE TRUST
APN: 1318-32-101-003
PARCEL 'B'
5.26 ACRES
N 62°14'47" E (Rad=Rd)
293.42'
N 62°14'47" E (Rad=Rd)
293.42'
N 27°45'13" W
(R1) N 27°45'13" W
(R2) N 28°00'00" W
N 30°25'48" W 50.39'
(R1) N 31°22'00" W
50.39'
N 62°14'47" E (Rad=Rd)
293.42'
N 62°14'47" E (Rad=Rd)
293.42'
N 62°14'47" E (Rad=Rd)
293.42



NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

The Minden Town Board meeting was held starting at 5:30 p.m. on Wednesday, December 3, 2025, at 1602 Esmeralda Ave, Minden, Nevada.

Board Members present: Steve Thaler, Mimi Moss, Larry Walsh, Bryan Davis and Bill Driscoll.
Staff present: Ryan Russell, JD Frisby, Jeff Cady, and Rachel Hamer.
Chairman Walsh called the meeting to order at 5:30 p.m.
The Pledge of Allegiance was led by Larry Walsh.

PUBLIC COMMENT: None

APPROVAL OF AGENDA:

Driscoll/Davis moved and seconded approval of the December 3, 2025, Agenda. Motion carries unanimously.

APPROVAL OF MINUTES:

Moss/Thaler moved and seconded approval of the November 5, 2025, Board Meeting Minutes.

ACKNOWLEDGEMENT OF GIFTS: None

BOARD MEMBER REPORTS: Items on the Administrative Agenda will not be discussed during Board Member committee reports. **No action** may be taken on a matter raised under this portion of the agenda until the matter has been specifically included on an agenda as an item upon which action may be taken. Discussion may include a report on activities of committees or general information of interest to the Board.

None

CONSENT AGENDA: Items may be moved to or from the Consent Agenda at the beginning of the Board meeting during the Approval of the Consent Agenda. Items on the Consent Agenda may be voted on in a block, i.e., with one motion on all those items, one second to the motion, and one vote by the Board members. Items removed from the Consent Agenda will be heard immediately following the Consent Agenda in the order in which they appear in the Consent Agenda.

1. Approval of the November 2025 financial report including claims paid October 25, 2025, through November 21, 2025, for Fiscal Year 25/26.

2. Approval of a donation to Main Street Gardnerville for Wreaths Across America for the Gardnerville Garden Cemetery in an amount not to exceed $500.00.

Public comment: None

After thoughtful and intelligent deliberation, Thaler/Driscoll moved and seconded approval of the Consent Agenda, with the amended paid claims. Motion carries unanimously.

ADMINISTRATIVE AGENDA: The following item(s) are scheduled for public hearing. At the beginning of each item, the Chairman will call the item. Normally, the applicant and/or its representatives are permitted to speak first, and then Town Staff may present a summary of the staff report and recommendation, including any updated information received by the Town after the reports were distributed. Next, Board discussion, and then the Chairman will open the hearing to public comment. For items on which action is to be taken, the Chairman will close the hearing of public comment before a motion is made and a vote is taken. The Chairman has the right to establish reasonable time limits for comments and to allow for rebuttal comments.

1. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny a petition for annexation by Dorian Faught for APN 1320-32-101-010 and APN 1320-32-101-002. Appearance Gary E. Thurm, Three Castles Engineering.

   Mr. Thurm gave a brief description of the project and the location. This property has previously been before the board for a zoning map amendment and a master plan amendment that were approved. This annexation is recommended for approval at the January 2026 MGSD meeting.

   Member Moss asked clarifying questions regarding the exhibits and the parcel numbers.

   Public comment: None

   After thoughtful and intelligent deliberation, Driscoll/Thaler moved and seconded approval of a petition for annexation by Dorian Faught for APN 1320-32-101-010 and APN 1320-32-101-002. Motion carries unanimously.

2. For possible action: Discussion and possible action to elect the Minden Town Board Chairman for calendar year 2026. Appearance by Larry Walsh, Chairman of the Minden Town Board.

   Chairman Walsh opened it up to the Board for nominations. Chairman Walsh nominated Vice Chairman Driscoll. Vice Chairman Driscoll accepted the nomination. No further nominations.

   Public comment: None

   After thoughtful and intelligent deliberation, Walsh/Davis moved and seconded the appointment of Bill Driscoll as Chairman for calendar year 2026. Motion carries unanimously.

3. For possible action: Discussion and possible action to elect the Minden Town Board Vice-Chairman for calendar year 2026. Appearance by Larry Walsh, Chairman of the Minden Town Board.

   Chairman Walsh opened it up to the Board for nominations. Chairman Walsh Nominated Member Thaler. Member Thaler accepted the nomination. No further nominations.

   Public comment: None

After thoughtful and intelligent deliberation, Walsh/Driscoll moved and seconded the appointment of Steve Thaler as Vice-Chairman for calendar year 2026. Motion carries unanimously.

4. For Presentation Only: Presentation by Douglas County Community Development regarding Ordinance 2025-1661, a zoning Text Amendment, amending various chapters in Douglas County Code, Title 20, and Ordinance 2025-1662, a Zoning Map Amendment for certain properties within Douglas County that are zoned Multi-Use Commercial (MUC), in order to implement the requirements of Assembly Bill 241. Appearance by Kate Moroles-O'Neil, Douglas County Planning Manager.

   Kate Moroles-O'Neil gave a presentation regarding the proposed zoning changes that are coming forth due to the legislation changes for commercial zoning. She spoke to the properties that the proposed changes apply to.

   Board comments included questions regarding the property that was just annexed.

   Public comment: Robb Hellwinkel gave public comment and sought clarification on what is possible to do with his current properties. Jeff Wass gave public comment regarding his property on Monte Vista.

   Mrs. Moroles-O'Neil gave clarification on what can and cannot be done on commercial properties with the new zoning.

   Member Moss expressed concern with the label of commercial zoning that can now be zoned all as multi-family residential, as being deceiving. She also expressed concerns with the notifications that were sent out to the public, and the lack of information.

   Member Davis expressed concern about how the implications of this change can take the planning side of Town in a different direction. Member Thaler asked questions of the timeline. Vice-Chairman Driscoll relayed his feelings that zoning needs to be addressed at the local level not at the State. Chairman Walsh brought up concerns with the disclosures as it relates to property sales.

   Not For Action.

5. For possible action: Discussion and possible action to direct Staff in relation to Staff Reports. Discussion shall include a Staff Report on the activities, progress on or status of assigned tasks and projects, or general information regarding operations and projects related to trash, retail and wholesale water service, and other functions of the Town of Minden. Appearance by Jeff Cady, Public Works Superintendent, and JD Frisby, Town Manager.

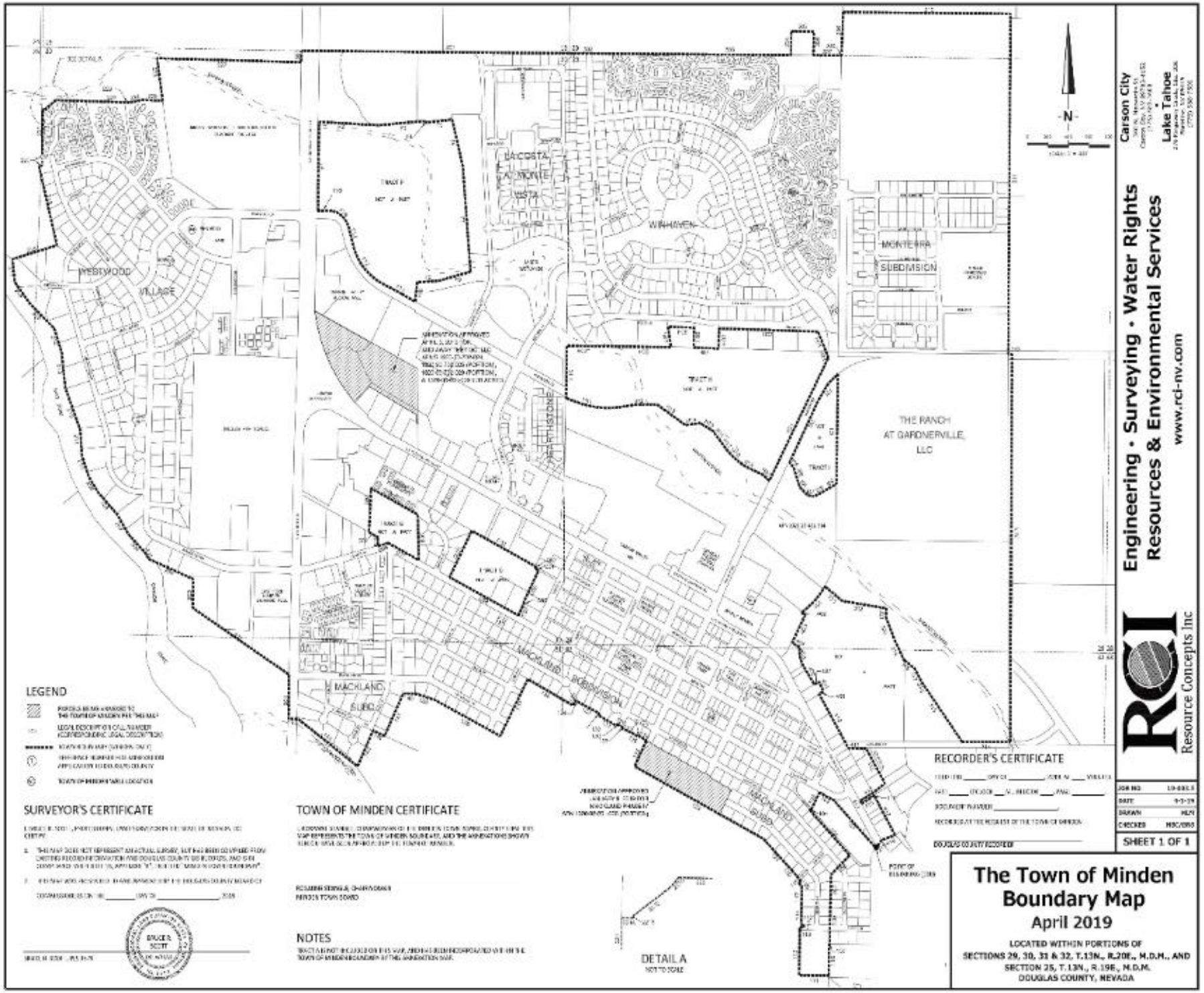
   Mr. Cady gave a short update on what the public works department have been working on. Primarily Christmas, but also the filling of a vacant position.

   Mr. Frisby gave a brief update on the upcoming Christmas festivities, the dog park, and offered to answer any questions the board may have.

Public comment: Mr. Jim Valentine gave public comment expressing his concerns with the proposed dog park. Jen Tune, with Main Street Gardnerville, gave public comment regarding the donation of the funds towards the Wreaths Across America. Mr. Hellwinkel spoke to the proposed dog park.

ADJOURNMENT: Chairman Walsh adjourned the meeting at 6:28 pm.

4938-2631-4609, v. 1


N
WESTWOOD VILLAGE
WINHAVEN
MONTE RA SUBDIVISION
THE RANCH AT GARDNERVILLE, LLC
MACKLAND SUBD.
LEGEND
SURVEYOR'S CERTIFICATE
TOWN OF MINDEN CERTIFICATE
NOTES
DETAIL A
NOT TO SCALE
RECORDER'S CERTIFICATE
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe
RCI
Resource Concepts Inc
JOB NO 19-033.3
DATE 9-3-19
DRAWN MLN
CHECKED MSC/DRG
SHEET 1 OF 1
The Town of Minden
Boundary Map
April 2019
LOCATED WITHIN PORTIONS OF
SECTIONS 29, 30, 31 & 32, T.13N., R.20E., M.D.M., AND
SECTION 25, T.13N., R.19E., M.D.M.
DOUGLAS COUNTY, NEVADA

AGENDA ITEM NO. 12.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion to hear or continue Verizon Wireless' appeal of the Planning Commission's decision to deny Development Application DP24-0169, a Design Review to install a new 80-foot monopole cell tower and associated network equipment at 1699 County Road, within the Town of Minden (APN: 1320-30-802-004). The appellant is Verizon Wireless (Alan Bar) and the appellant's representative is Epic Wireless (Melissa Ofina). The appeal was assigned development application number DP24-0204. The appellants are requesting a continuance to continue Verizon's efforts to identify alternative locations. In the alternative, a hearing on Verizon's appeal will occur. (Linda Doherty, Assistant Planner)

RECOMMENDED MOTION:
On December 5, 2024, the Board of County Commissioners found that the applicant, Verizon Wireless, has standing to appeal the decision of the Planning Commission. The Board of County Commissioners can therefore either grant the Appellants' request to continue an appeal under DP24-0204 or deny the request and conduct a hearing on the appeal.

FINANCIAL IMPACT:
There is no known fiscal impact to Douglas County. Douglas County does receive a utility tax from each user of the cellular network system.

BACKGROUND:
The subject parcel, 1699 County Road, is a 1.5-acre parcel within the Town of Minden located approximately 235 feet from the intersection of County Road and State Route 88 and is zoned Public Facility. It is owned by East Fork Fire Protection District (EFFPD) and contains a 4,960 square foot, fully-staffed fire station (Fire Station 14). The parcel also contains training apparatus and storage facilities. The equipment will be located within a 15-foot by 25-foot fenced area and will include network cabinets and a standby diesel generator. The subject property is located in the Public Facility (PF) zoning district within the Minden Community Plan.

On July 19, 2024, Chris Hatch of Epic Wireless submitted a Design Review application to Douglas County on behalf of Verizon Wireless. Verizon Wireless proposes to install a new 80-foot monopole cell tower at the subject parcel, including network cabinets and a standby diesel generator. The equipment would be located within a 15-foot by 25-foot area, surrounded by an eight-foot chain link fence, towards the rear of the parcel. There would be space on the proposed tower for the co-location of antennas for two additional wireless carriers. The proposed tower would also include reserved space for the future installation of EFFPD emergency service communications equipment.

Per exhibits presented by Mr. Hatch, there is a large existing gap in coverage in the Town of Minden, especially inside the buildings of Douglas High School. The proposed location would allow Verizon to provide the missing wireless coverage (both in-building and outdoor).

The proposed project was presented before the Minden Town Board at its meeting on August 7, 2024. After much discussion, the Town of Minden recommended that the application for design review be denied based largely on the location of the proposed tower (i.e., compatibility). Subsequently, the Douglas County Planning Commission considered the Design Review application on September 10, 2024. After reviewing the information presented, including significant public comment, and after deliberation between the members, the Planning Commission voted 6-1 to deny the Design Review application. As justification for its decision, the Planning Commission found that the design failed to meet the finding required by DCC 20.614.040(B).

On September 23, 2024, Verizon Wireless and Epic Wireless (collectively "Verizon") filed a timely appeal of the Planning Commission's decision. At the December 5, 2024, Verizon asked the Board of County Commissioners for a continuance of the appeal hearing to allow them time to seek and investigate potential alternative sites for the cell tower. The Board voted 5-0 to approve the requested continuance on condition that Verizon would extend the FCC's timing requirements for County decisions (commonly referred to as the FCC's "shot clock"). Verizon agreed, extending the "shot clock" deadline to April 3, 2025.

On April 3, 2025, Verizon again requested a continuance to allow additional time to evaluate alternative sites for the proposed cell tower. The Commissioners approved the request by a 4–1 vote, granting a one-year continuance to April 2, 2026.

On November 21, 2025, staff contacted Melissa Ofina, Director of Site Development for Epic Wireless, via email to provide a summary of the project and to remind her of the January 15, 2026, deadline for submission of new materials related to the appeal. A follow-up email was sent on December 8, 2025, reiterating this information, outlining available options moving forward, and confirming Ms. Ofina’s role as a representative of Verizon. Ms. Ofina responded that the team was actively working on next steps and would provide additional feedback.

Since then, Verizon has provided the County with three potential alternative locations for the cell tower that Verizon has considered or is still considering.

In or around January of 2026, Verizon met with Community Services regarding a potential lease to install cellular equipment at the County's Cultural and Performing Arts Community Center, formerly known as Carson Valley Cinemas. Due to the lack of suitable ground space at this location, a rooftop stealth structure was proposed. This approach would change the applicable land use classification from "Telecommunications facility" to "Telecommunications site," pursuant to Section 20.660.130.H (Utility and Public Service Uses). It is unclear at this time whether such a project would be feasible.

On February 26, 2026, Community Development staff contacted the Douglas County School District and was referred to the Information Technology Department. Staff spoke with former IT Director Jesse Bates and left a message for current IT Director Jared Rex to assess the school district's interest in a facility on high school property, either as a ground-mounted installation or attached to an existing structure such as a light pole. This concept has been utilized by other providers to offer cell service in the area. It is unclear whether such a proposal would receive approval from the school district.

Finally, on March 10, 2026, Douglas County Community Development received a Design Review application for a new proposed location of the tower and ground equipment on Assessor Parcel Number 1320-31-000-016, located along Highway 88 south of the Swim Center and owned by the Rand 2003 Trust. This submission has not yet been finalized.

Because Verizon continues to evaluate the feasibility of alternative locations, Verizon is requesting a third continuance to allow sufficient time for them to complete their analysis and determine a viable project location. DCC 20.24.050(B) allows for an additional continuance of this matter if, upon good cause shown, the additional continuance is warranted. Staff believe that Verizon's continued efforts to find a suitable alternative location provide good cause to show that the continuance is warranted.

ATTACHMENTS:

2026 0313 L Peterson to DCBC re continuance DP 24-0169.pdf
Updated BOCC Staff Report 4-2-26.pdf
Verizon Letter Legal.pdf
CORRECTED Denial Letter for County Road Tower.pdf
Verizon Appeal Justification Letter.pdf
Snell-Wilmer response to appeal 3-26-2025.pdf
Verizon Presentation-BOCC 12524-Town of Minden.pdf
County Appeal Response DP24-0204- 3.18.25.pdf
Resident Appeal Response.pdf
Full Plan Set - Minden.pdf
Structural.pdf
Radio Frequency Report High School-Minden.pdf
ETC EME Health Safety Report DHS.pdf

SNELL
& WILMER

William E. Peterson
Partner
O 775.785.5407 | F 775.785.5441
wpeterson@swlaw.com

March 13, 2026

VIA EMAIL ONLY

Chairman Mark Gardner
Vice Chair Nathan Tolbert
Commissioners Sharla Hales,
Danny Tarkanian, and Wesley Rice
Douglas County Board of Commissioners
1594 Esmeralda Avenue
Minden, Nevada 89423

Re: Verizon Wireless Continuance of Application DP 24-0169
Telecommunications Facility, 1699 County Road, Minden
Board of Supervisors Agenda April 2, 2026

Dear Chairman Gardner, Vice Chair Tolbert, and Commissioners:

I am an attorney for Verizon Wireless for above-referenced application. Verizon Wireless requests a six-month continuance of the appeal hearing currently scheduled for April 2, 2026, to October 1, 2026, to allow time for the County to act on a recently filed application for an alternative wireless facility site.

Verizon appealed the Planning Commission denial of its application for a facility at Fire Station 14 in Minden on September 10, 2024. At its April 3, 2025 meeting, the Board of Commissioners continued the appeal for one year to April 2, 2026, to allow Verizon Wireless to investigate alternative locations. Over the last year, Verizon Wireless has diligently reviewed several alternatives, two of which remain potentially viable. For the Rand Trust property west of Highway 88 south of Minden, Verizon Wireless secured a landlord commitment, conducted surveys and studies, and prepared the architectural plans and reports required to file application DP26-0042 submitted on March 10, 2026. For the Ironwood Center property at 1760 Highway 395, which Douglas County purchased in July 2025, Verizon Wireless has communicated with County staff regarding lease terms and is evaluating the feasibility of this site.

Verizon Wireless prefers to work with the County to secure approval of an alternative site, and requests that the Board of Commissioners continue the appeal hearing on DP 24-0169 for six months to October 1, 2026, to allow the County to review and issue a decision on the pending application for the Rand Trust property. This avoids the need for the Board to render a decision on the appeal in DP 24-0169 on April 2, 2026, which would start a 30-day statute of limitations period for Verizon Wireless to file a lawsuit claiming a violation of the federal Telecommunications Act. 47 U.S.C. § 332(c)(7)(B)(v). If the County approves an acceptable alternative location by October 1, 2026, Verizon Wireless would withdraw its appeal in DP 24-0169.

Thank you for your consideration of this request. We are available to discuss the matter further at the Board's convenience.

Very Truly Yours,

Snell & Wilmer

William E. Peterson

WEP/mwc

cc: Linda Doherty, Assistant Planner, Community Development (via email)
AJ Hames, Deputy District Attorney (via email)

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

Date: April 2, 2026

To: Douglas County Board of County Commissioners

From: Linda Doherty, Assistant Planner

Subject: Appeal of Design Review denial for a new Verizon cell tower

I. REQUEST

For possible action. For possible action. Discussion on an appeal (DP24-0204) of the Planning Commission's decision to deny Development Application DP24-0169, a major Design Review to install a new 80-foot (monopole) cell tower and associated network equipment within a15-foot by 25-foot fenced equipment area, including network cabinets and standby diesel generator. The subject property is located at 1699 County Road, Minden, NV in the Public Facility (PF) zoning district within the Minden Community Plan. The appellant is Alan Bar of Verizon Wireless; the Appellant Representative is Melissa Ofina of Epic Wireless. APN: 1320-30-802-004

II. RECOMMENDATION

Verizon Wireless has standing to appeal (as approved at the December 5, 2024 Board of County Commissioners meeting), therefore the Board of County Commissioners can:

1. Affirm the decision, upholding the denial of the Design Review, because the findings listed in DCC 20.614.040 are not met; or
2. Modify the decision, consistent with the provisions of Douglas County Code; or
3. Reverse the decision, approving the Design Review, subject to any applicable conditions, because the findings listed in DCC 20.614.040 are met.

III. SUMMARY

Appellant: Alan Bar, Verizon Wireless
Appellant Representative: Melissa Ofina, Epic Wireless

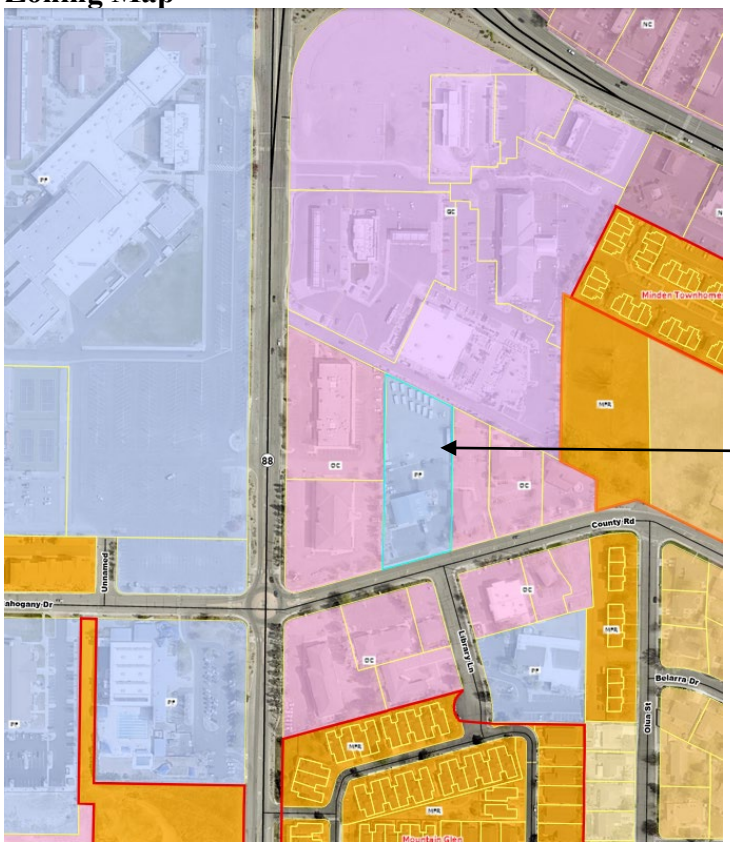
APN: 1320-30-802-004

Zoning Designation: PF (Public Facilities)

Master Plan Designation: Community Facilities

Surrounding Zoning: General Commercial (GC) and Office Commercial (OC)

Zoning Map



Land Use Table

Note: *Italics* denote that Specific Standards apply (*see* chapter 20.668)

20.658.020 Use (see section in chapter 20.660 for use descriptions)	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
.130 Utility and public service											
(A) Central office of telecommunication company	X	D	D	D	D	X	D	D	D	D	X
(B) Fire station	X	X	X	X	X	X	X	X	X	D	X
(C) Major facility of a public or private utility[9]	X	X	X	X	X	X	X	X	X	S	X
(D) Public or quasi-public facility other than listed	X	X	X	X	X	X	X	X	X	S	X
(E) Public safety telecommunications site	D	D	D	D	D	D	D	D	D	D	D
(F) Sewer or water transmission lines	P	P	P	P	P	P	P	P	P	P	P
(G) Sewage treatment facility	X	X	X	X	X	X	X	X	X	S	X
(H) *Telecommunications site*	D	D	D	D	D	D	D	D	D	D	D
(I) *Telecommunication facility*[6]	S	S	S	S	S	S	S	S	S	S	S
(J) Utility service facility	P	P	P	P	P	P	P	P	P	P	P
(K) Water reservoir	D	X	X	X	X	X	X	X	X	D	X

[6] Special use permit required for facilities that exceed the maximum height requirement of the applicable zoning district.

IV. BACKGROUND AND DISCUSSION

The subject parcel, 1699 County Road, is a 1.5-acre parcel within the Town of Minden located approximately 235 feet from the intersection of County Road and State Route 88. It is owned by East Fork Fire Protection District (EFFPD) and contains a 4,960 square foot, fully-staffed fire station (Fire Station 14). The parcel also contains training apparatus and storage facilities.

On July 19, 2024, Chris Hatch of Epic Wireless submitted a Design Review application to Douglas County on behalf of Verizon Wireless. Verizon Wireless proposed to install a new 80-foot monopole cell tower at the subject parcel, including network cabinets and a standby diesel generator. The equipment would be located within a 15-foot by 25-foot area, surrounded by an eight-foot chain link fence, towards the rear of the parcel. There would be space on the proposed tower for the co-location of antennas for two additional wireless carriers. The proposed tower would also include reserved space for the future installation of EFFPD emergency service communications equipment.

Per exhibits presented by Mr. Hatch, there is a large existing gap in coverage in the Town of Minden, especially inside the buildings of Douglas High School. The proposed location would allow Verizon to provide the missing wireless coverage (both in-building and outdoor).

The proposed project was presented before the Minden Town Board at its meeting on August 7, 2024. After much discussion, the Town of Minden recommended that the application for design review be denied based largely on the location of the proposed tower (i.e., compatibility).

The Planning Commission considered the Design Review application on September 10, 2024. After reviewing the information presented, including significant public comment, and after deliberation between the members, the Planning Commission voted 6-1 to deny the Design Review application. As justification for its decision, the Planning Commission found that the design failed to meet the finding required by DCC 20.614.040(B):

"The proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either onsite 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."

On September 23, 2024, Verizon Wireless filed a timely appeal of the Planning Commission's decision, to be heard at the December 5, 2024 Board of County Commissioner meeting. For this agenda item, the Board of County Commissioners had to first determine whether the appellant had standing, and then whether the appeal should be granted or denied. With regard to standing, DCC 20.28.020 provides that any person with a legal or equitable interest in the subject property is deemed to have standing. Due to the land use agreement with East Fork Fire, Verizon does have an equitable interest in the subject property. County staff therefore did not contest that Verizon had automatic standing to appeal.

At the December 5, 2024 Board of County Commissioners meeting there was lengthy discussion regarding a request for continuance by Verizon, to allow them time to seek and investigate potential alternative sites for this cell tower. A crucial item in determining the possibility of a continuance is what's known as a "shot clock", a timeline for final action determined by Federal law. Mr. Paul Albritton, outside counsel for Verizon Wireless, stated that Verizon would extend the "shot clock" to April 3, 2025. By unanimous decision, the Board of County Commissioners voted to approve the requested continuance.

This was followed up by a letter dated December 10, 2024 from William E. Peterson of Snell & Wilmer, on behalf of Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), extending the "shot clock" deadline to April 3, 2025.

At the April 3, 2025 meeting, the County Commissioners considered the applicant's request for a continuance to allow time to evaluate alternative locations for the proposed cell tower and associated ground equipment. The Commissioners approved the request by a 4–1 vote, granting a one-year continuance with the condition that the matter be brought back no later than April 2, 2026.

On November 21, 2025, staff contacted Melissa Ofina, Director of Site Development for Epic Wireless, via email to provide a summary of the project and to remind her of the January 15, 2026 deadline for submission of new materials related to the appeal. A follow-up email was sent on December 8, 2025, reiterating this information, outlining available options moving forward,

and confirming Ms. Ofina's role as the applicant. Ms. Ofina responded that the team was actively working on next steps and would provide additional feedback.

Since then, Community Development staff have become aware of three potential alternative locations for the cell tower that Verizon has or is still considering.

First, on February 4, 2026, Community Development staff met with Brook Adie and Ryan Stanton of Community Services to discuss the status of the project. Ms. Adie reported a discussion with Ms. Ofina regarding the potential lease of the Cultural and Performing Arts Community Center (CPACC), formerly known as Carson Valley Cinemas, as one of the preferred sites. Due to the lack of suitable ground space at this location, a rooftop stealth structure was proposed. This approach would change the applicable land use classification from "Telecommunications facility" to "Telecommunications site," pursuant to Section 20.660.130.H (Utility and Public Service Uses). It is unclear at this time whether such a project would be feasible.

Second, on February 26, 2026, Community Development staff contacted the Douglas County School District and was referred to the Information Technology Department. Staff spoke with former IT Director Jesse Bates and left a message for current IT Director Jared Rex to assess the school district's interest in a facility on high school property, either as a ground-mounted installation or attached to an existing structure such as a light pole. This concept has been utilized by other providers to offer cell service in the area. It is unclear whether such a proposal would receive approval from the school district.

Finally, on March 10, 2026, Douglas County Community Development received a Design Review application for a new proposed location of the tower and ground equipment on Assessor Parcel Number 1320-31-000-016, located along Highway 88 south of the Swim Center and owned by the Rand 2003 Trust.

Because the applicant continues to evaluate the feasibility of these alternative locations, Verizon is requesting an additional continuance to allow sufficient time to complete this analysis and determine a viable project location.

DCC 20.24.050(B) allows for an additional continuance of this matter if, upon good cause shown, the additional continuance is warranted. Staff believe that Verizon's continued efforts to find a suitable alternative location provide good cause to show that the continuance is warranted.

Douglas County Code Sections:

20.660.130.H:
"Telecommunications facility" means a wireless communications facility used for the transmission or reception of electromagnetic or electro-optic information that does not meet the definition of a telecommunications site and which may include accessory equipment and equipment shelters. This use does not include any other use listed in this code, devices not used for communication, or radio frequency machines which have an effective radiated power of 100 watts or less.

1. Design review is required for facilities that do not exceed the height requirement of the zoning district in which it is located; a special use permit is required for facilities exceeding the height requirement of the zoning district in which it is located.
2. See section 20.664.180 for specific standards

20.664.180:
Telecommunications facilities. The following standards apply to all telecommunications facilities as defined in this title:

A. Maximum heights. The height of telecommunications facilities includes all antenna array structures. The following are the maximum facility heights permitted within the applicable zoning districts:
1. NC, MUC, OC, GC, TC, PR and AP: 60 feet.
2. PF, LI, and SI: 80 feet.
3. GI and A-19: 100 feet.
4. FR-19 and FR-40: 120 feet. 5. Residential zoning districts: Prohibited.

B. Setbacks.
1. Telecommunications facilities and accessory structures that do not exceed the maximum required height of the applicable zoning district must meet the required building setbacks for the zoning district in which the facility is located.
2. Facilities exceeding the height requirement of the zoning district in which the facility is located shall have the following minimum setbacks:
   a. A minimum of 20% of the structure height or the minimum required setback of the applicable zoning district, whichever is greater, from all property lines.
   b. A minimum of five-times the structure height from any residentially zoned property, master plan designated receiving area, and any existing residence on surrounding properties located within the A-19 or FR-19 zoning districts.
   c. A minimum of 2,500 feet from major highway and road corridor rightsof-way, including US 395, SR 88, SR 208, SR 207, US 50, Foothill Road and Jacks Valley Road, excluding facilities to be located within the town boundaries of Minden or Gardnerville.
   d. A minimum separation of one mile between all telecommunications facilities, measured from the nearest point of each structure, including facilities with a valid approval that have not yet been constructed.
3. Telecommunications facilities shall not be located within the front-yard area when there is an existing building on the parcel.

C. Design criteria.
1. Support structures for wireless communications antennas shall be monopole type. The use of lattice tower structures or guyed-wire towers is prohibited.
2. Monopole support structures may not exceed four feet in diameter unless technical evidence is provided showing that a larger diameter is necessary to attain the proposed tower height and that the proposed tower height is necessary.
3. Wireless communications facility support structures and antennas must be painted a non-glossy color so as to minimize visual impacts from surrounding properties. Specific color is subject to county review based on a visual analysis of the particular site.

4. Accessory structures must be designed and screened according the provisions of the adopted Douglas County design manual.
5. Support structures for wireless communications antennas shall be designed to allow at least one additional wireless service provider to co-locate antennas on the structure.
6. Towers shall not be artificially lighted unless required by the FAA or other applicable authority. Security lighting must be in conformance with this title and the adopted design manual.

D. Access.

1. Unmanned telecommunications facilities must have a minimum 12 foot access easement to the facility.
2. When access is from a paved public street or alley, a paved driveway approach shall be constructed a minimum ten feet in length and 12 feet in width at the point of access.

E. Signage. A permanent, weather-proof identification sign, approximately 16 inches by 32 inches in size, must be placed on the gate of the fence around the facility or, if there is no fence, on the facility itself. The sign must identify the facility operator(s), provide the operator's address, and specify a 24-hour telephone number at which the operator can be reached so as to facilitate emergency services.

F. Landscaping.

1. Landscaping is to be provided in accordance with section 20.694 (Landscaping) for the purposes of screening the facility from surrounding properties or rights-of-way.
2. Landscaping must include re-vegetation of any cut or fill slopes. Where native vegetation exists, re-vegetation should include native plant species that can exist without irrigation.
3. Where possible, existing plants and trees should be used to the full extent possible for screening the facility.

G. Noise and traffic.

1. Backup generators shall only be operated during power outages and for testing and maintenance purposes. Testing and maintenance shall only take place on weekdays between the hours of 7 a.m. and 7 p.m.
2. Traffic shall be limited to no more than one round-trip per day on an average annual basis once construction is complete, except for emergency maintenance purposes.

H. Submittal requirements. In addition to the submittal materials required by the special use permit application, the following must be submitted with an application for a telecommunications facility:

1. A vicinity map showing the proposed telecommunications facility's distances from existing residential areas, existing residences, major roads and highways, and other telecommunications facilities pursuant to paragraph B, above.
2. A visual simulation showing the proposed structure as it would be seen from surrounding properties that may be visually impacted by the structure, including but not limited to surrounding residential properties and rights-of-way. The visual simulation may include a photo montage, field mock-up or other techniques.

3. A written statement to Douglas County indicating the technical reasons why there is no alternative site for co-location of the facility or written proof of refusal of the owner of the tower(s) in the vicinity to provide space at a fair rate of compensation.
4. A written statement to Douglas County indicating that the proposed tower structure is designed to accommodate at least one additional service provider in the future, and that the facility owner will make a good-faith effort to work with other service providers to co-locate antennas on the proposed structure in the future.
5. A copy of the property lease agreement including provisions for removal of the facility within six months of its abandonment, and provisions for county access to the facility for removal where the provider fails to remove the facility within six months of its abandonment.

I. Conditions of approval. The following conditions must be met prior to the service provider obtaining a building permit for the telecommunications facility:

1. The applicant shall provide proof of notification of an offer of co-location opportunities on the new facility to other service providers.
2. The applicant shall sign and record with the Douglas County recorder a legally binding agreement limiting any co-location costs assessed to other service providers to a pro rata share of the ground lease, site acquisition cost, design, capital costs for construction of the tower including associated permitting costs, and reasonable maintenance, repair and replacement costs.

J. Reduction in required facility separation. A reduction in the required separation between telecommunication facilities may be granted as part of the special use permit approval where technical evidence has been provided to substantiate the following findings:

1. The granting of the variance will not substantially impair the intent and purpose of this title or the goals, policies and objectives in the adopted master plan;
2. The variance is not requested exclusively on the basis of economic hardship to the applicant;
3. The variance is necessary and essential to providing the applicant's wireless service, based on the technical constraints of locating the facility in accordance with the required separation;
4. Evidence has been submitted to the satisfaction of the county showing that co-location on existing tower structures is not available or is not technically feasible. Evidence may include a written statement from the service provider with the existing facility that co-location is not feasible.

K. Variances. Notwithstanding paragraph J above, all variance requests relating to telecommunications facilities are to be considered under the variance provisions of section 20.606. In addition to the required findings pursuant to section 20.606, the following findings must be made:

1. The granting of the variance will not substantially impair the intent and purpose of this title or the goals, policies and objectives in the adopted master plan;
2. The variance is not requested exclusively on the basis of economic hardship to the applicant;
3. The variance is necessary and essential to providing the applicant's wireless service, based on the technical constraints of locating the facility in accordance with the required separation;

4. For highway or road corridor setbacks, the proposed facility is not visible from the subject right-of-way or the facility includes features that minimize the visual impacts from the subject rights-of-way.

L. Minor modifications. Modifications may be approved by the director under the provisions of a minor design review where the modifications meet the following criteria:

1. The height of the facility does not increase by more than 10 feet above the height of the original facility as approved by a special use permit and the facility meets the height provisions and required setbacks.
2. The existing facility complies with all other applicable standards in this section.

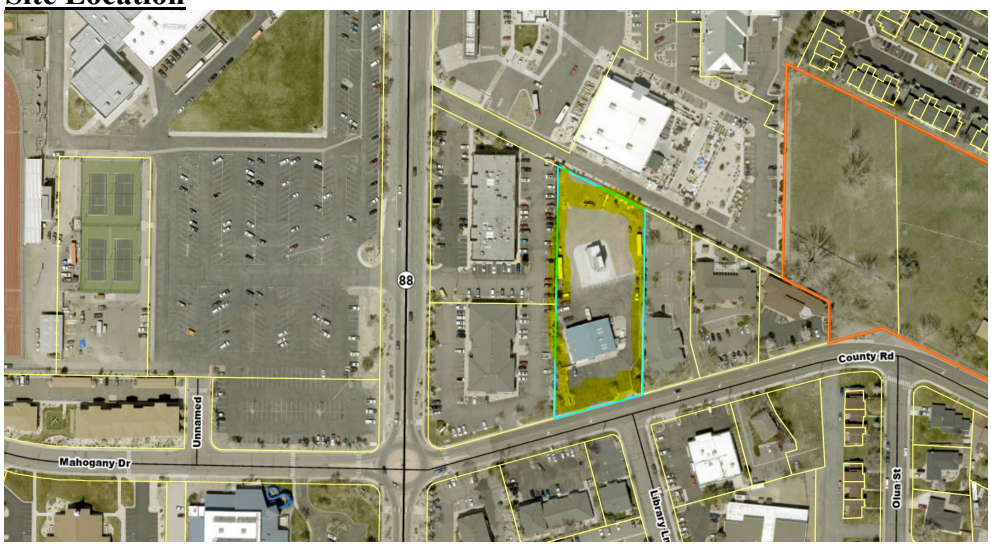
M. Abandoned towers.

1. Any telecommunications facility that is not operated for a continuous period of six months or falls into disrepair shall be considered abandoned.
2. The owner of any abandoned telecommunications facility shall remove the facility within six months of its abandonment.
3. If an abandoned facility is not removed within six months, the county may remove the facility at the property owner's expense.
4. Where two or more users share a single facility, the facility shall not be deemed abandoned until all users cease operation of the facility.

N. Inventory and tracking. The department shall compile and maintain a list of telecommunications facilities based on information provided by wireless service providers. The list shall include existing facility locations, structure heights, number of service providers using the facility, and availability of space for additional users based on prior approvals.

O. Existing, nonconforming facilities. Telecommunications facilities approved prior to the adoption of this ordinance that do not meet the required setbacks or height limitations shall be considered legal conforming structures provided that the height of the structure is not increased.

Site Location



The parcel, outlined in blue, is 1.50 acres and is approximately 235 feet from the intersection of County Road and State Route 88. This parcel contains a 4,960 square foot fully staffed fire station with training apparatus and storage behind it.

V. REVIEW AND FINDINGS

Pursuant to Code 20.614.050 Decision on Design Review and Appeal, section (B), "the director in his sole discretion may refer the design review for review and decision by the planning commission in lieu of rendering a decision on the application. In such event, the planning commission shall consider the design review at a public hearing and render its decision in accordance with section 20.28.020. Appeal shall be to the board in accordance with section 20.28.020. The planning commission and the board shall apply the standards set forth in this chapter in acting on the design review".

20.10.020 Decision by planning commission. Whenever the planning commission has been delegated as the final decision-making authority for a development permit pursuant to this title, it shall decide whether to approve, conditionally approve, deny or continue the application at a public meeting, following receipt of the report and recommendation of the director. For an approval, a majority of the commissioners present must vote to approve the item. A vote of less than a majority of the commissioners present to approve or a tie vote is considered a denial.

The Design Review was denied by a 6-1 vote by the Planning Commission on September 10, 2024.

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 and make the following findings:

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;

Planning Commission Response: This finding can be made. Verizon and Epic Wireless have designed this facility to fully comply with the Douglas County Master Plan and the applicable district regulations, including height, tower design, and setback restrictions as detailed in Section 20.664.180 of the Douglas County Code.

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;

Planning Commission Response: This finding cannot be made. Even though the proposed development will be located at the rear of the 1.50-acre parcel, it is very visible and within the gateway to the Town of Minden. The monopole will be the tallest structure in Minden and even though it is designed to meet County Code, it is very unsightly to visitors and neighboring businesses and nearby residential areas. It is highly recommended to search for a more favorable location, possibly at the Minden-Gardnerville Sanitation District property.

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;

Planning Commission Response: This finding can be met. The proposed development is an unmanned facility and will not generate pedestrian or vehicular traffic. There will be no impact on the adjacent street network and no changes to the roadway network is required.

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;

Planning Commission Response: This finding can be made. The proposed development incorporates existing right of way access and driveways and will have no impact on surrounding neighborhood streets.

E. The proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties;

Planning Commission Response: This finding cannot be met. Similar to the response to Finding B, the proposed development is very unsightly and extremely visible to everyone in the Minden gateway area of the Town.

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;

Planning Commission Response: This finding can be met. Based on the applicant's review of available county records, the proposed development is not located within an identified archeological or cultural study area.

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

Planning Commission Response: This finding can be met. As presented, the proposed development has been designed to comply with all applicable regulations, including specific

provisions of this chapter of the Douglas County Code, Douglas County Design Criteria and Improvement Standards, Chapter 20.100 of this title, particularly the adequate public facility policies.

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.

Planning Commission Response: This finding can be met. As presented, the proposed development is designed to benefit the community by expanding access to emergency services and improving data coverage. The proposed development will be constructed to meet or exceed all applicable safety standards established by the Federal Communications Commission (FCC) regarding radio emissions (details in the attached EME addendum). A complete building permit application will be submitted to the Building Department for thorough review and approval.

VI. The following conditions were proposed by staff if the Design Review application was deemed to be approved. If the Board of Commissioners agree with the Planning Commission decision of approval and denies the appeal the following conditions should be considered:

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:

1. Comply with the requirements of DCC, Chapter 20.50 *Floodplain Management*, and provide the following:
   a) Floodplain Development Permit.

2. 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 Improved Maintenance Access, at-grade, from end of pavement as shown on Project Area Enlargement on Sheet C-1. This access shall be constructed to a minimum width of 12 feet, be provided with adequate drainage, and structurally designed to support a tandem axle loading of 40 tons. The pavement section shall be no less than 3 inches of Type 2 or Type 3 asphalt concrete pavement on 6 inches of aggregate base. (Division 3.9.14 from DCDCIS).

3. Provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for non-exclusive Verizon utility and access easements that follow the driveway from the existing pavement to and including the area

around the monopole tower. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor.

Planning:

4. The applicant shall provide proof of notification of an offer of co-location opportunities on the new facility to other service providers.

5. The applicant shall sig and record with the Douglas County Recorder a legally binding agreement limiting any co-location cost assessed to other service providers to a pro rata share of the ground lease, site acquisition cost, design, capital costs for construction of the tower including associated permitting costs, and reasonable maintenance, repair and replacement costs.

6. Submit revised site plans and architectural drawings 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).
   b) Identify the location and dimensions of all exterior utility meters, transformers, satellite dishes, radio equipment, solar panels, and other utility or mechanical equipment.
   c) All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.

7. Submit a receipt from the applicable fire district indicating that plans have been submitted for review and approval.

Building:

8. Plans submitted shall be designed to the following Codes:
   - 2024 Northern Nevada Code Amendments *Northern Nevada Chapter International Code Council (nnicc.org)*
   - 2024 International Building Code (IBC)
   - 2024 International Residential Code (IRC)
   - 2024 Uniform Plumbing Code (UPC)
   - 2024 Uniform Mechanical Code (UMC)
   - 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 Wildfire Interface Fire Code (WUI)
   - International Code Counsil A117.1-2017 Standards for Accessible and Usable Building and Facilities
   - Hazard Map Link: https://ascehazardtool.org/

The following conditions must be completed prior to the issuance of a Site Improvement Permit or Building Permit:

Building:

9. 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:

Planning:

10. If approved, submit any modifications to the approved Design Review 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.

11. Any request for changes or modifications to the approved landscape and irrigation plans must be submitted in writing, the modified plans sealed and signed by their preparer, to the Planning Division prior to installation and final inspection.

12. 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.

The following conditions are General Conditions applicable throughout the life of the project:

Engineering:

13. 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:

14. Comply with all conditions of an approved Design Review letter.

15. No use authorized by an approved Design Review shall be enlarged, extended, increased in intensity, or relocated unless an application is made to modify the Design Review in accordance with the procedures required by Douglas County Code.

16. 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.

17. Maintain the site free of weeds, trash, and other debris.

VII. Conclusions

The Planning Commission did not believe all findings could be made (specifically Finding B) for the Design Review for the proposed cell tower and associated ground equipment, and therefore voted 6-1 to deny the Design Review.

Attachments:

1. New Continuance letter dated 3/13/2026
2. Verizon Presentation-BOCC 12524-Town of Minden
3. BOCC Staff Report DP24-0204- 3.18.25
4. CORRECTED Denial Letter for County Road Tower
5. Verizon Appeal Justification Letter
6. County Appeal Response DP24-0204- 3.18.25
7. Snell-Willmer Response to Appeal
8. Resident Appeal Response
9. Verizon Letter Legal
10. Full Plan Set – Minden
11. Structural
12. Radio Frequency Report High School-Minden
13. ETC EME Health & Safety Report DHS
14. PC 9/10/2024 Minutes
15. Corrected Continuance Letter
16. 2024 1210 B. Peterson Ltr re Ext of Time – DHS
17. BOCC 12-5-24 Minutes

MACKENZIE & ALBRITTON LLP
155 SANSOME STREET, SUITE 620
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 415 / 288-4000
FACSIMILE 415 / 288-4010

August 26, 2024

VIA EMAIL

Planning Commission
Douglas County
1594 Esmeralda Avenue
Minden, Nevada 89423

Re: Verizon Wireless's Proposed Facilities
Fire Station 6, 1450 Stephanie Way, Johnson Lane (DP24-0170)
Fire Station 14, 1699 County Road, Minden (DP24-0169)
Planning Commission Agenda, September 10, 2024

Dear Commissioners:

We write on behalf of Verizon Wireless to urge you to approve the design review applications for its proposed wireless facilities behind Fire Stations 6 and 14, a collaboration with the East Fork Fire Protection District (the "Proposed Facilities"). Located in PF– Public Facilities zones, these 80-foot monopole facilities will fill significant gaps in Verizon Wireless service coverage and network capacity in the Johnson Lane area and west Minden. Both monopoles will include room for collocation of antennas by two additional wireless carriers, minimizing the need for additional towers nearby. The Fire Protection District can mount antennas on each monopole, so the Proposed Facilities will also enhance communications for firefighters.

While the Town of Minden Board declined to recommend approval of the proposed facility behind Fire Station 14, its findings contradicted the Federal Telecommunication Act because they lacked substantial evidence and raised preempted concerns over radio frequency ("RF") emissions.

Local public safety officials support the Proposed Facilities, which will enhance communications for emergency personnel and accommodate installation of antennas by the Fire Protection District and other agencies. We urge you to approve the Proposed Facilities.

Project Description

Each of the Proposed Facilities will consist of Verizon Wireless antennas mounted on an 80-foot monopole tower. Each monopole and associated equipment,

including network cabinets, will be placed within a 900-square foot equipment area surrounded by a chain link fence. Electric and telecommunication utilities serving the facilities will be trenched underground. Each of the Proposed Facilities will include a standby diesel generator to ensure continued operation and emergency services communication during power outages.

There will be vertical space available on each monopole for collocation of antennas by up to two more wireless carriers, minimizing the need for additional towers in the County in the future. Additionally, the Fire Protection District can mount an antenna on each monopole per its lease. At Station 6 in Johnson Lane, an existing pole currently supporting a Fire Protection District antenna can be removed.

The Proposed Facilities Will Enhance Verizon Wireless Service and Public Safety Communications.

In 2022, the County Economic Development department and the Douglas County School District contacted Verizon Wireless regarding service issues in the County, including the Douglas High School campus. At the same time, the Federal Communications Commission ("FCC") received complaints about inadequate service in west Minden, and relayed these concerns to Verizon Wireless. Verizon Wireless RF design engineers identified significant gaps in service in several County areas, including Johnson Lane and west Minden, as described in the statements by engineer Maher Zayouna, which have been provided to the County.

The proposed facility behind Station 6 will provide new, reliable in-building coverage to an area of 5.9 square miles in the Johnson Lane area, including residential neighborhoods with a population of 2,425. It will also provide enhanced service to surrounding Bureau of Land Management ("BLM") property used for recreation.

The proposed facility behind Station 14 will provide new, reliable in-building coverage to an area of 8.4 square miles in the west Minden area, including residential neighborhoods a with population of 1,370, commercial areas, and the Douglas High School campus with 1,600 students and hundreds of staff members. It will also provide new, reliable in-vehicle service where lacking along Highway 88 south of Minden as well as other local roads.

New, reliable Verizon Wireless coverage will help ensure reliable communication for local residents, visitors, and emergency personnel. County Emergency Communications Manager Brent Finster expressed his support for the Proposed Facilities in the attached letter to Deputy Fire Chief Larry Goss, citing improved 911 access and the potential to expand the County radio system used by the Sheriff's office and other agencies.

Further, as provided in the lease unanimously approved by the Fire Protection District Board, the District can mount antennas on each monopole. There also will be space for additional public safety agencies to mount antennas, such as the County Office of Emergency Management. Both of the Proposed Facilities will include a backup generator to provide continued service during emergencies.

The Fire Stations Are the Ideal Locations for the Proposed Facilities.

Verizon Wireless evaluated numerous locations for each of the Proposed Facilities, as described in the Alternatives Analysis for each facility provided to the County.

For the facility behind Station 6 in Johnson Lane, Verizon Wireless evaluated 10 other locations, which were discounted due to insufficiency of existing structures to support wireless equipment, environmental impacts of new structures on undisturbed land, BLM regulatory requirements, or inability to serve the significant gap in coverage in the Johnson Lane area.

For the facility behind Station 14 in Minden, Verizon Wireless evaluated 12 other locations, which were discounted due to restrictive height limits or setbacks, lack of landlord interest, lack of available ground space, or inability to serve the significant gap in coverage in west Minden.

In sum, the Proposed Facilities are the least intrusive, feasible means to fill significant gaps in Verizon Wireless service in Douglas County.

The Proposed Facilities Comply with the FCC's Radio Frequency Exposure Guidelines.

The FCC regulates RF exposure nationwide, and has adopted maximum exposure limits for areas accessible by the general public. 47 C.F.R. § 1.1310. The independent reports prepared by an engineer with Waterford Consultants and provided to the County confirm that the maximum RF exposure at ground level from the Proposed Facilities will fall well under the FCC's public exposure limit.

For the facility at Station 6, the maximum RF exposure will be only 0.96 percent of the FCC's public exposure limit at any nearby building. For the facility at Station 14, the maximum RF exposure will be 64.25 percent of the public exposure limit at any nearby building. According to the reports, "These theoretical results represent maximum-case predictions as all RF emitters are assumed to be operating at 100% duty cycle."

According to the Federal Telecommunications Act, a local government or instrumentality thereof cannot consider the environmental effects of RF emissions in a permit decision if a proposed wireless facility complies with the FCC's RF exposure

guidelines. 47 U.S.C. § 332(c)(7)(B)(iv). Because the Proposed Facilities will comply, the County cannot consider RF emissions as a decision factor.

The Town of Minden Board's Denial of Recommendation of Approval of the Facility at Station 14 Was Inconsistent with the Telecommunications Act.

At its August 20, 2024 meeting, the Town of Minden Board declined to recommend approval of Verizon Wireless's proposed facility at Station 14, citing visual impacts and health concerns. Both of these findings are inconsistent with the federal Telecommunications Act. As discussed during the meeting, the *Minden Design Guidelines* do not address wireless facilities, and the proposed facility complies with Douglas County's wireless facility regulations, which favor a monopole design and allow an 80-foot facility in the PF–Public Facilities zone.

The Telecommunications Act requires that a local government's denial of a wireless facility application must be based on "substantial evidence." *See* 47 U.S.C. § 332(c)(7)(B)(iii). As interpreted under controlling federal court decisions, this means that denial must be based on requirements set forth in local regulations and supported by evidence in the record. *See Metro PCS, Inc. v. City and County of San Francisco,* 400 F.3d 715, 725 (9th Cir. 2005) (denial of application must be "authorized by applicable local regulations and supported by a reasonable amount of evidence").

Because the proposed facility behind Station 14 complies with specific County wireless facility regulations, a denial based on vague visual impact concerns and not supported by local codes would lack substantial evidence.

During the meeting, Town Board members alluded to concern over RF emissions raised by members of the public, summarized as "growing health concerns" in the Town Manager's denial letter. However, as noted above, a denial based on concern over RF emissions would directly violate the Telecommunications Act, which preempts local governments from considering the environmental effects of RF emissions if a proposed facility complies with FCC guidelines. 47 U.S.C. § 332(c)(7)(B)(iv).

Conclusion

Verizon Wireless has worked diligently with the East Fork Fire Protection District to locate and design new wireless facilities to improve service and enhance public safety in the Johnson Lane area and west Minden. We encourage the County to approve the design review permits for the Proposed Facilities.

Very truly yours,

Paul B. Albritton

Attachment

cc: Mark Jackson, Esq.
Linda Doherty

Support for Verizon Tower Projects

Chief Goss -

Unfortunately, I am unable to attend the Board meeting today. However, I wanted to provide you with this email of support for the planning you are undergoing with Verizon regarding new towers at Station 6 and Station 14. There are two benefits I see with these towers. The immediate advantage will be improved Verizon cellular coverage which ultimately provides improved access to 9-1-1 by those persons attempting to report an emergency situation. Secondarily, towers at these locations could be put into the mix in our RF engineering study for potential use to expand and improve coverage of the Douglas County land mobile radio (LMR) system. The Douglas LMR system provides service for the Douglas County Sheriff's Office, Washoe Tribe Police Department, Tahoe-Douglas Fire Protection District, and of course, the East Fork Fire Protection District.

We look forward to working with East Fork FPD and Verizon on the implementation of these towers.

Respectfully,

Brent Finster
Emergency Communications Manager
Douglas County Department of Emergency Management

Public Record: 01/16/2024
https://eastforkfire.org/wp-content/uploads/BofDirectors/January.16.2024/PCItem8.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas Dallaire
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

~~September 12, 2024~~ September 18, 2024 **CORRECTED**

FILED
Date:_____
Douglas County
Community Development
Minden, NV
By_____ Clerk

Chris Hatch
Epic Wireless
605 Coolidge Drive, Suite 100
Folsom, CA 95630

RE: Design Review Application DP 24-0169 for an 80-foot (monopole) cell tower and associated network equipment within a 15-foot by 25-foot fenced equipment area, including network cabinets and standby diesel generator, in the Public Facility (PF) zoning district within the Minden Community Plan. APN: 1320-30-802-004

Dear Mr. Hatch:

On September 10, 2024 the Douglas County Planning Commission denied (~~7—0~~) (6-1) Design Review Application DP 24-0169 for an 80-foot (monopole) cell tower and associated network equipment within a 15-foot by 25-foot fenced equipment area, to include network cabinets and a standby diesel generator. The subject property is located at 1699 County Road, Minden, NV in the Public Facility (PF) zoning district within the Minden Community Plan. APN: 1320-30-802-004

The denial of approval is based on the lack of meeting Finding B (below) in Douglas County Code section 20.614.040:

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;

Should you be aggrieved by any portion of this decision, you have until September 24, 2024 (10 working days) from the date of denial, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6209 or ldoherty@douglasnv.us.

Sincerely,

Linda Doherty

Linda Doherty, Assistant Planner

Verizon Wireless Statement of Appeal
Appeal of Planning Commission's
Denial of Major Design Review Application DP24-0169
for Wireless Telecommunications Facility, 1699 County Road, Minden

Applicant Verizon Wireless appeals the decision of the Douglas County Planning Commission on September 10, 2024, to deny a major design review application for a proposed wireless facility behind a fire station in the Town of Minden (the "Proposed Facility").

The Planning Commission's denial was not based on substantial evidence, as required by the federal Telecommunications Act. 47 U.S.C. § 332(c)(7)(B)(iii). In the written decision dated September 12, 2024, the Planning Commission's sole finding of denial simply recited a single provision of the Douglas County Consolidated Development Code, Section 20.614.040(B). However, the Commission's denial provided no facts or evidence to demonstrate noncompliance with that Code finding, and it was erroneous because it contradicted the Code.

The Proposed Facility satisfies Section 20.614.040(B) because it will be compatible with and preserve the character and integrity of adjacent development and neighborhoods. The Proposed Facility will be located behind a fire station in a PF–Public Facilities zone, where allowed. The surrounding zones and uses are commercial and public facility types. The Proposed Facility will face the rear sides of surrounding buildings, and it will be located 400 feet from the property frontage along County Road. There are no residences within 500 feet.

At 80 feet in height, the Proposed Facility complies with the 80-foot telecommunications facility height limit in the PF zone, and it does not require a special use permit or variance. Code § 20.664.180(A). There will be vertical space available on the monopole for collocation of antennas by up to two more wireless carriers, as required. Code § 20.664.180(C)(5).

During discussion, Planning Commissioners objected to the monopole design, but that design is required by the Code. Code § 20.664.180(C)(1). The Proposed Facility complies with this specific Code design requirement, and the monopole width will be less than the maximum allowed diameter of four feet. Code § 20.664.180(C)(2). The Code provides no design option other than a monopole, so a denial based on a preference for a different design would be prohibitive.

While the Town of Minden Board declined to recommend approval of the Proposed Facility, its decision was advisory only. The Town Board's decision also lacked substantial evidence and overlooked compliance with relevant County Code standards. The *Minden Design Standards* do not address telecommunications facilities.

During the September 10, 2024, public hearing, Planning Commissioners and members of the public spoke of concern about radio frequency emissions from the Proposed Facility. However, a denial based on concern over emissions would violate the Telecommunications Act because the Proposed Facility will comply with the FCC's radio frequency exposure guidelines, as confirmed by an independent engineer's report. 47 U.S.C. § 332(c)(7)(B)(iv).

Denial would also violate the Telecommunications Act because it would constitute a prohibition of service, as the Proposed Facility is the least intrusive means to fill a significant gap in Verizon Wireless service in the west Minden area. 47 U.S.C. § 332(c)(7)(B)(i)(II). Further, a denial, including any preference for a noncompliant design other than a monopole, would constitute a prohibition of service because it would "materially inhibit" service improvements in the area. *See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment,* Declaratory Ruling and Third Report and Order, 33 FCC Rcd. 9088, ¶¶ 35-38 (September 27, 2018).

The Board should grant Verizon Wireless's appeal, reverse the Planning Commission's denial, and approve the major design review application for the Proposed Facility.

Verizon Wireless reserves the right to supplement these grounds for appeal prior to an appeal hearing.

SNELL
& WILMER

William E. Peterson
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wpeterson@swlaw.com

March 27, 2025

VIA EMAIL ONLY

Chairwoman Sharla Hales
Vice Chair Mark Gardner
Commissioners Danny Tarkanian,
Wesley Rice, and Nathan Tolbert
Douglas County Board of Commissioners
1594 Esmeralda Avenue
Minden, Nevada 89423

Re: Verizon Wireless Response to Appeal, Application DP 24-0169
Telecommunications Facility, 1699 County Road, Minden
Board of Supervisors Agenda April 3, 2025

Dear Chairwoman Hales, Vice Chair Gardner, and Commissioners:

We write again on behalf of Verizon Wireless to provide updates regarding its proposed wireless facility behind Fire Station 14 in Minden (the "Proposed Facility"). After the Planning Commission denied the Proposed Facility, Verizon Wireless appealed. As described in our prior letter of November 26, 2025 (attached as Exhibit A), the 80-foot monopole facility will provide new, reliable service where lacking, with room for future collocation of antennas by two additional wireless carriers as well as the East Fork Fire Protection District.

After the Board continued the appeal hearing at the December 5, 2024, meeting, Verizon Wireless engaged independent engineering firm PierCon Solutions to conduct a drive test, which confirmed that there is a significant gap in service in the west Minden area. Verizon Wireless also invited Commissioners and local residents to propose alternative locations for the Proposed Facility, and during January and February met with several Commissioners, who proposed multiple locations. The seven new alternatives on other properties cannot serve the significant gap, lack a willing property owner, or will cause a multi-year delay. Verizon Wireless engineers and attorneys met with the local residents' attorney and independent expert to review their proposed alternatives.

As explained in our prior letter, the Proposed Facility satisfies all requirements of the Douglas County Code (the "Code") for approval of major design review. Because it is the least intrusive alternative to fill a significant gap in service, denial would constitute a prohibition of service in violation of the Telecommunications Act. We urge you to grant Verizon Wireless's appeal and approve the Proposed Facility.

I. Project Description

The Proposed Facility will consist of Verizon Wireless antennas mounted on an 80-foot monopole tower in an unused area at the rear of the Fire Station 14 parcel. The monopole and associated equipment, including network cabinets, will be placed within a 900-square foot equipment area surrounded by a chain link fence. A standby diesel generator will ensure continued operation and emergency service communication during power outages.

There will be vertical space available on the monopole for future collocation of antennas by up to two more wireless carriers, minimizing the need for additional towers in the area in the future. Additionally, the Fire Protection District can mount an antenna on the monopole in the future per its lease with Verizon Wireless. Photosimulations of the Proposed Facility are attached as Exhibit B.

II. An Independent Engineer Has Confirmed That There Is a Significant Gap in Verizon Wireless Service in West Minden.

In 2024, Verizon Wireless engineers confirmed that there is a significant gap in service in the west Minden area. Following the December 5, 2024, Board hearing, Verizon Wireless engaged independent engineering firm PierCon Solutions to conduct a drive test and evaluate service in the gap area. On February 18, 2025, a PierCon engineer drove a vehicle along local roadways in Minden, with an antenna mounted outside the vehicle connected to equipment that measured signal level and other parameters. PierCon compiled the drive test data and prepared a report, submitted separately. The PierCon report confirms that there is a significant gap in Verizon Wireless service in the west Minden area. Of note, there is an approximately 1.5-square mile gap in in-building service in the mid-band frequencies which constitute over 90 percent of Verizon Wireless's bandwidth in the area. The gap includes residential and commercial areas, the Douglas High School campus, and stretches of Highways 88 and 395.

III. New Alternatives Raised by Commissioners and Local Residents Are More Intrusive or Cannot Serve the Significant Gap.

At the December 5, 2024, Board hearing, Verizon Wireless agreed to continue the hearing for four months to allow for further review of alternatives. On December 23, 2024, Verizon Wireless sent letters asking County Commissioners to suggest alternative locations for the Proposed Facility. Verizon Wireless also contacted the local residents' attorney with the same request. In total, Commissioners and residents suggested seven new alternatives, which are addressed in the revised Alternatives Analysis attached as Exhibit C. The Minden Gateway is on Nevada Department of Transportation right-of-way and is fully occupied by Town of Minden improvements (Alternative 17). Other new alternatives are very distant properties where a facility could not serve the significant gap: two Bently properties with an unwilling property owner (Alternatives 23 and 26), a Town wellhead (Alternative 24), the future County justice center at 1280 Buckeye Road (Alternative 25), and American AVK Company (Alternative 27). Local residents also asked Verizon Wireless to evaluate collocation on the AT&T and T-Mobile monopoles near Buckeye Road, which were in a prior analysis, and the revised Alternatives Analysis continues to confirm that these alternatives cannot serve the gap (Alternatives 2 and 4). While presumptively more intrusive due to the required taller monopole height, the Rand property alternative proposed by Commissioner

Tarkanian may be preferred by Commissioners. Verizon Wireless will require a continuance of the Fire Station No. 14 application to fully evaluate the Rand alternative.

Based on a thorough review of 27 locations, the Alternatives Analysis concludes that the Fire Station No. 14 parcel is the least intrusive, feasible location for a new facility to serve the gap.

Conclusion

Verizon Wireless continues to work cooperatively with the County to permit a new wireless facility that will serve the west Minden area with minimal impact. New information confirms that there is a significant gap in Verizon Wireless service in the west Minden area, and that the Proposed Facility is the least intrusive, feasible means to serve the gap. As described in our prior letter, the Proposed Facility satisfies all findings for approval of major design review. We urge you to deny the appeal and approve the Proposed Facility.

Very Truly Yours,

Snell & Wilmer

William E. Peterson

Schedule of Exhibits

Exhibit A: Verizon Wireless Letter to Board of Commissioners, November 26, 2024 (without attachments)
Exhibit B: Photosimulations of Proposed Facility
Exhibit C: Revised Alternatives Analysis

SNELL
& WILMER

William E. Peterson
Partner
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November 27, 2024

VIA EMAIL ONLY

Chairman Wesley Rice
Vice Chairman Sharla Hales
Commissioner Danny Tarkanian
Commissioner Mark Gardner
Commissioner Walt Nowosad
Douglas County Board of Commissioners
1594 Esmeralda Avenue
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Re: Verizon Wireless Response to Appeal, Application DP 24-0169
Telecommunications Facility, 1699 County Road, Minden
Board of Commissioners Agenda December 5, 2024

Dear Chairman Rice, Vice Chairman Hales, and Commissioners:

We write on behalf of Verizon Wireless to ask that you grant its appeal of the Planning Commission's denial of a proposed wireless facility behind Fire Station 14 in Minden, a collaboration with the East Fork Fire Protection District (the "Proposed Facility"). Located in a PF–Public Facilities zone, the 80-foot monopole will fill a significant gap in Verizon Wireless service coverage and network capacity in west Minden. The monopole will include room for future collocation of antennas by two additional wireless carriers as well as the Fire Protection District, which would enhance communications for firefighters. The Proposed Facility satisfies all requirements of the Douglas County Code (the "Code"), including the findings for approval of major design review.

The Planning Commission's written denial statement lacked substantial evidence, as required by the federal Telecommunications Act. Further, denial of the Proposed Facility would constitute a prohibition of service in violation of the Telecommunications Act, according to both established federal case law and Federal Communications Commission ("FCC") regulations. To avoid an unlawful denial, the County must raise a potentially feasible, less intrusive alternative site, and allow Verizon Wireless to review that alternative before a final decision. The Minden Gardnerville Sanitation District has already informed Verizon Wireless that it cannot support a facility on its property.

We urge you to reverse the Commission's decision and approve the Proposed Facility. In the alternative, Verizon Wireless would agree to a six-month continuance of the matter to review any alternative sites identified by the County.

I. Project Description

The Proposed Facility will consist of Verizon Wireless antennas mounted on an 80-foot monopole tower in an unused area behind Fire Station 6. The monopole and associated equipment, including network cabinets, will be placed within a 900-square foot equipment area surrounded by a chain link fence. Electric and telecommunication utilities will be trenched underground. The Proposed Facility will include a standby diesel generator to ensure continued operation and emergency service communication during power outages.

There will be vertical space available on the monopole for future collocation of antennas by up to two more wireless carriers, minimizing the need for additional towers in the area in the future. Additionally, the Fire Protection District can mount an antenna on the monopole in the future per its lease with Verizon Wireless.

Photosimulations of the Proposed Facility are attached as Exhibit A. A radio frequency exposure report prepared by Waterford Consultants, attached as Exhibit B, confirms that the Proposed Facility will operate well below the FCC's radio frequency exposure limits.

II. The Proposed Facility Satisfies All Requirements for Approval.

As confirmed by the Planning Commission, the Proposed Facility satisfies all Code requirements for approval of major design review. The Code requires that telecommunications facility support structures be a monopole. Code § 20.664.180(C)(1). The monopole must be designed to allow for collocation by at least one additional wireless provider, and the Proposed Facility can accommodate two. Code § 20.664.180(C)(5). At 80 feet in height, the Proposed Facility monopole meets the 80-foot height limit for telecommunications facilities in the PF–Public Facilities zone. Code § 20.664.180(A)(2). Because it meets the height limit, the Proposed Facility is not subject to any special telecommunications facility setbacks.

The Proposed Facility also satisfies the design review findings. Code § 20.614.040. With a slender monopole design, and a location behind a fire station and nearby commercial buildings, the Proposed Facility is compatible with and preserves the character of adjacent development. The monopole will be set back 400 feet from County Road south along the property frontage, 250 feet from Highway 88 to the west, and 820 feet from Highway 395 to the north. Given these measures, the Proposed Facility is consistent with the County Master Plan because it will not impact overall community character and will minimize environmental impacts. Master Plan Policy L3.

In sum, the Proposed Facility satisfies all County requirements for approval.

III. The Planning Commission Lacked Substantial Evidence for Denial.

Under the federal Telecommunications Act, a local government's denial of a wireless facility application must be based on "substantial evidence." *See* 47 U.S.C. § 332(c)(7)(B)(iii). As interpreted under controlling federal court decisions, this means that denial must be based on requirements set forth in local regulations and supported by evidence in the record. *See Metro PCS, Inc. v. City and County of San Francisco,* 400 F.3d 715, 725 (9th Cir. 2005) (denial of application must be "authorized by applicable local regulations and supported by a reasonable amount of evidence").

The County's September 12, 2024, denial letter indicated that the Planning Commission based its denial on inability to meet a single Code finding, Section 20.614.040(B), requiring that proposed development "is compatible with and preserves the character and integrity of adjacent development and neighborhoods…." The denial letter merely recited this Code provision verbatim but did not provide any analysis or evidence explaining why the Commission believed that the Proposed Facility was incompatible with surrounding commercial development.

During discussion, Planning Commissioners objected to the monopole design, but that design is required by the Code. Code § 20.664.180(C)(1). The Proposed Facility complies with this specific Code design requirement, and the monopole width will be less than the maximum allowed diameter of four feet. Code § 20.664.180(C)(2). The Code provides no design option other than a monopole, so a denial based on a preference for a different design would be prohibitive.

In fact, the Proposed Facility satisfies the finding of Code Section 20.614.040(B), because its location to the rear of surrounding development and ample setbacks from major roadways will minimize any visual impact. The surrounding commercial buildings in all directions will provide screening of much of the monopole. The closest residences are townhomes 500 feet distant to the northeast. The photosimulations attached as Exhibit A show how the slender monopole will pose little visual impact in the context of its commercial area surroundings.

Based on comments by the public at the September 10, 2024, hearing, the Planning Commission's denial without evidence appeared to be a veiled attempt to respond to community concerns about radio frequency exposure for students at schools more than 250 feet distant from the Proposed Facility. However, the federal Telecommunications Act bars the County from considering the environmental effects of radio frequency emissions in its decision because the Proposed Facility will comply with the FCC's exposure guidelines. 47 U.S.C. § 332(c)(7)(B)(iv). The independent report prepared by Waterford Consultants, attached as Exhibit B, confirms that the maximum radio frequency exposure at ground level from the Proposed Facility will be only 13.93 percent of the FCC's public exposure limit.

In sum, the Planning Commission did not present any evidence – let alone the substantial evidence required by federal law – to warrant denial of the Proposed Facility. In contrast, Verizon Wireless has supplied ample evidence to support approval. The Board should dismiss the appeal and approve the facility.

IV. Denial Would Constitute an Unlawful Prohibition of Service.

A local government's denial of a wireless facility permit violates the "effective prohibition" clause of the federal Telecommunications Act if the wireless provider can show two things: (1) that it has a "significant gap" in service; and (2) that a Proposed Facility is the "least intrusive means," in relation to the land use values embodied in local regulations, to address the gap. *See T-Mobile USA, Inc. v. City of Anacortes,* 572 F.3d 987 (9th Cir. 2009).

If a provider proves both elements, the local government *must* approve the facility, even if there is substantial evidence to deny the permit under local land use provisions (which there is not in this case). This is because the provider has met the requirements for federal preemption; i.e., denial of the permit would "have the effect of prohibiting the provision of personal wireless services." 47 U.S.C. § 332(c)(7)(B)(1)(ii); *T-Mobile v. Anacortes,* 572 F.3d at 999.

As confirmed in the *Statement of Verizon Wireless Radio Frequency Design Engineer Maher Zayouna,* attached as Exhibit C, Verizon Wireless has identified a significant gap in network coverage in the west Minden area. Reliable in-building coverage is lacking in much of the area. Additionally, the distant Verizon Wireless facility currently serving the area is experiencing capacity exhaustion, compromising network connectivity for users in the gap area.

The need for improved Verizon Wireless service in the area also is demonstrated by the 167 text messages received from Verizon Wireless customers in the vicinity who support improved service. These are described in a letter from a Verizon Wireless representative attached as Exhibit D.

Verizon Wireless reviewed a total of 20 alternative locations, and the *Alternatives Analysis* and *Supplemental Alternatives Analysis* attached as Exhibit E confirm that the Proposed Facility is the least intrusive, feasible means to fill the significant gap in service. Of note, the Minden Gardnerville Sanitation District Manager indicated that District staff would not support a new Verizon Wireless facility at its treatment plant.

For wireless carriers to establish a prohibition of service case, federal law does not require that a proposed Facility be the "only" alternative, but rather that no feasible alternative is less intrusive based on local regulations. *See Metro PCS, Inc. v. San Francisco,* 400 F.3d at 734-35. To avoid federal preemption, the County would need to raise another alternative that is available, technologically feasible, and less intrusive than the Proposed Facility according to the County Code, then allow Verizon Wireless to review that alternative. *T-Mobile v. Anacortes*, 572 F.3d at 998-999. To that end, Verizon Wireless would agree to a six-month continuance of the matter to review any alternative sites identified by the County.

In a 2018 order, the FCC determined that the Ninth Circuit's two-part test is too narrow, and confirmed that a wireless carrier need not show an insurmountable barrier, or even a significant gap, to prove a prohibition of service. *See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment,* Declaratory Ruling and Third Report and Order, 33 FCC Rcd. 9088, ¶¶ 35, 38 (September 27, 2018). Instead, "a state or local legal requirement constitutes an effective prohibition if it 'materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.'" *Id.*, ¶ 35. State or local regulations are preempted if they materially inhibit "densifying a wireless network, introducing new services, or otherwise improving service

capabilities." *Id.,* ¶ 37. The FCC determined that the coverage gap approach is incompatible where new wireless facilities are installed to add network capacity. *Id.,* ¶ 40.

In adopting and applying the FCC's "materially inhibit" standard to a freestanding wireless facility, a federal appeals court recently confirmed, "not only does 'insufficiency in coverage' ordinarily entitle a provider to a variance but so does insufficiency in network capacity, 5G services, or new technology." *Cellco Partnership v. White Deer Township Zoning Hearing Board*, 74 F.4th 96, 106 (3rd Cir. 2023).

Because Verizon Wireless has satisfied the two-part test to prove a prohibition of service, it has necessarily met the more flexible standard set forth in the FCC's order. The evidence proves at a minimum that the Proposed Facility will improve service in the west Minden area, densify the network with another facility, and add network capacity. Thus, denial of the application would "materially inhibit" Verizon Wireless's ability to compete in a fair and balanced legal and regulatory environment, effectively prohibiting service in violation of the Telecommunications Act.

In summary, according to both Ninth Circuit and FCC standards, Verizon Wireless has established that denial of the Proposed Facility would constitute an unlawful prohibition of service.

Conclusion

Verizon Wireless has worked diligently to identify the ideal location and design for a new wireless facility to serve the west Minden area. The Proposed Facility will pose minimal visual impact, and it is consistent with all County standards and the findings for approval of major design review. It will also bring much-needed reliable Verizon Wireless service to the local area, benefitting residents, visitors, and emergency personnel. We strongly encourage you to approve the Proposed Facility. In the alternative, Verizon Wireless would agree to a six-month continuance of the matter to review any alternative sites identified by the County.

Sincerely,

Snell & Wilmer

William E. Peterson

cc: Client (email)

Schedule of Exhibits

Exhibit A: Photosimulations
Exhibit B: Radio Frequency Exposure Compliance Report
Exhibit C: RF Engineer's Statement
Exhibit D: Text Messages of Support for Improved Service
Exhibit E: Alternatives Analysis

Project: Douglas HS - 5000926250 Photo Simulations

Existing



Proposed



Photo Simulation view to the North at County Rd. & Library Ln.

Prepaired for: EPIC WIRELESS GROUP LLC Connecting a Wireless World

verizon

1699 County Road
Minden, NV 89423

This simulation relies upon an artist's depiction of the information provid by the applicant. Any modification is strictly prohibited

Project: Douglas HS - 5000926250 Photo Simulations

Existing



Proposed



Photo Simulation view to the East from Douglas HS parking lot

Prepaired for: EPIC WIRELESS GROUP LLC Connecting a Wireless World

verizon

1699 County Road
Minden, NV 89423

This simulation relies upon an artist's depiction of the information provide by the applicant. Any modification is strictly prohibited

Project: Douglas HS - 5000926250 Photo Simulations

Existing



Proposed



Photo Simulation view to the South from Maverik parking lot

Prepaired for: EPIC WIRELESS GROUP LLC Connecting a Wireless World

verizon

1699 County Road
Minden, NV 89423

This simulation relies upon an artist's depiction of the information provid by the applicant. Any modification is strictly prohibited

Alternatives Analysis

Douglas High School

1699 County Road, Minden



Revised
March 25, 2025

Summary of Site Evaluations
Conducted by Verizon Wireless

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Map of Alternatives

I. Executive Summary

Verizon Wireless must fill a significant gap in service in the west Minden area of Douglas County. Based on the review of 27 alternatives set forth in the following analysis, Verizon Wireless believes that placing antennas on a monopole tower at the rear of a PF–Public Facilities zoned property (the "Proposed Facility") constitutes the least intrusive feasible alternative to serve the identified gap in network service based on the values expressed in the Douglas County Consolidated Development Code (the "Code").

This revised Alternatives Analysis is an update based on Verizon Wireless's previous Alternatives Analysis of July 18, 2024 and the Supplemental Alternatives Analysis of November 26, 2024, which in total reviewed 20 alternatives for the Proposed Facility. This revision includes seven additional alternatives raised by Douglas County Commissioners and local residents, and has been updated to reflect the Douglas County School District's rejection of a proposed tower at the Douglas High School stadium field lights.

II. Significant Gap

There is a significant gap in Verizon Wireless network service in the west Minden area. Reliable mid-band in-building coverage is lacking in a broad area, including residential areas south of County Road between Lucerne Street and the highway, and commercial areas along County Road and Highway 395 west of 10th street. There is also a gap in reliable mid-band in-building coverage west of Highways 88 and 395, including Douglas High School and surrounding commercial and residential areas. Reliable mid-band in-vehicle coverage is lacking along portions of Highway 88 south of the Town.

To remedy the Significant Gap, Verizon Wireless must place a new facility to ensure reliable network service. The Proposed Facility will provide new, reliable mid-band service to the west Minden area.

Verizon Wireless engaged PierCon Consulting to evaluate to conduct a drive test on February 18, 2025 and evaluate the gap area. PierCon confirmed that there is a significant gap in service in the west Minden area.

III. Methodology

Once a significant gap has been determined, Verizon Wireless seeks to identify a location and design that will provide required network service through the "least intrusive means" based upon the values expressed by local regulations, applied on a commercially reasonable and noncompetitive basis. In addition to seeking the least intrusive alternative, sites proposed by Verizon Wireless must be feasible. In this regard, Verizon Wireless reviews the available height, elevation, radio frequency propagation, proximity to end users, equipment space, access, and other factors such as a willing landlord in completing its site analysis.

Code Requirements

Of the zones in vicinity of the significant gap, "telecommunications sites" (rooftop- or structure-mounted facilities) are permitted in all local zones, including local SFR residential zones, but not on residential structures. Code § 20.664.170.

"Telecommunications facilities" (new towers) are allowed in the following zones: PF–Public Facilities, LI–Light Industrial, NC–Neighborhood Commercial, OC–Office Commercial, GC–General Commercial, MUC–Mixed-Use Commercial, TC–Tourist Commercial, and A-19–Agricultural. Telecommunications facilities are not allowed in local residential zones. Code §§ 20.654.020.130, 20.656.020.130, 20.658.020.130, 20.664.180(A)(5).

Where allowed, the maximum telecommunications facility height permitted is 60 feet in the commercial NC, OC, GC, MUC and TC zones, 80 feet in the PF and LI zones, and 100 feet in the A-19 zone. Code § 20.664.180(A).

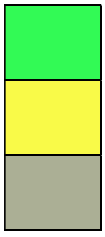
Telecommunications facilities in the Town of Minden exceeding the above height limits must be set back 20% of structure height from property lines or the minimum zone setback (whichever greater), five times structure height from residentially-zoned property, and one mile from other telecommunications facilities. Code § 20.664.180(B).

Coverage Map Explanation

Coverage maps are provided to illustrate why certain alternatives cannot serve the Significant Gap. Coverage maps depict the anticipated level of signal strength, and therefore the projected LTE coverage provided by a wireless facility at a given location.

The maps have been prepared for the mid-band frequencies, based on the AWS frequency band, which provides coverage similar to the other mid-band frequencies, PCS and C-Band. Over 90 percent of Verizon Wireless's available bandwidth in the area is in these mid-band frequencies. Verizon Wireless designs its networks to accommodate these mid-band frequencies.

Referenced signal receive power (RSRP) is a measurement of signal level in decibel milliwatts (dBm). RSRP is measured in negative numbers on a logarithmic scale. The further the number is below zero, the weaker the power level. The RSRP coverage thresholds are:



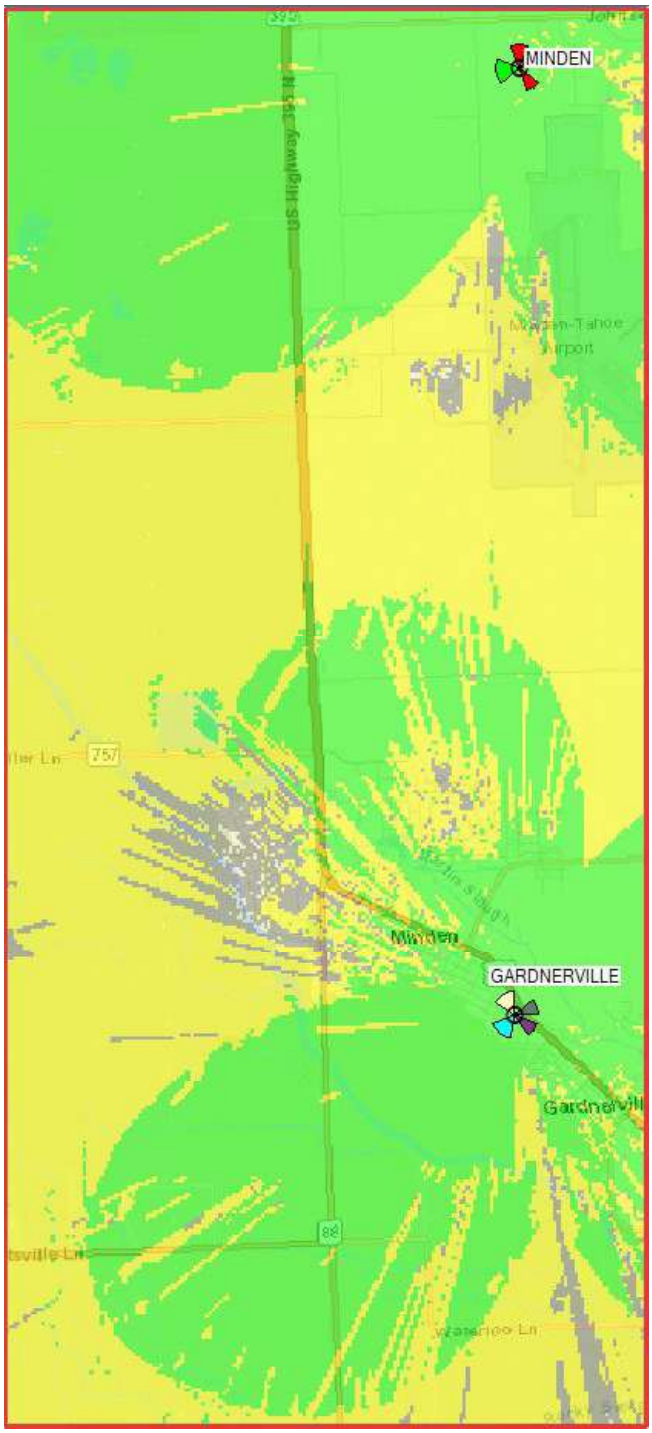
>= -85 dBm. Green depicts good coverage that meets or exceeds thresholds for reliable network coverage in buildings and vehicles.

>= -95 dBm. Yellow depicts reliable in-vehicle and outdoor coverage.

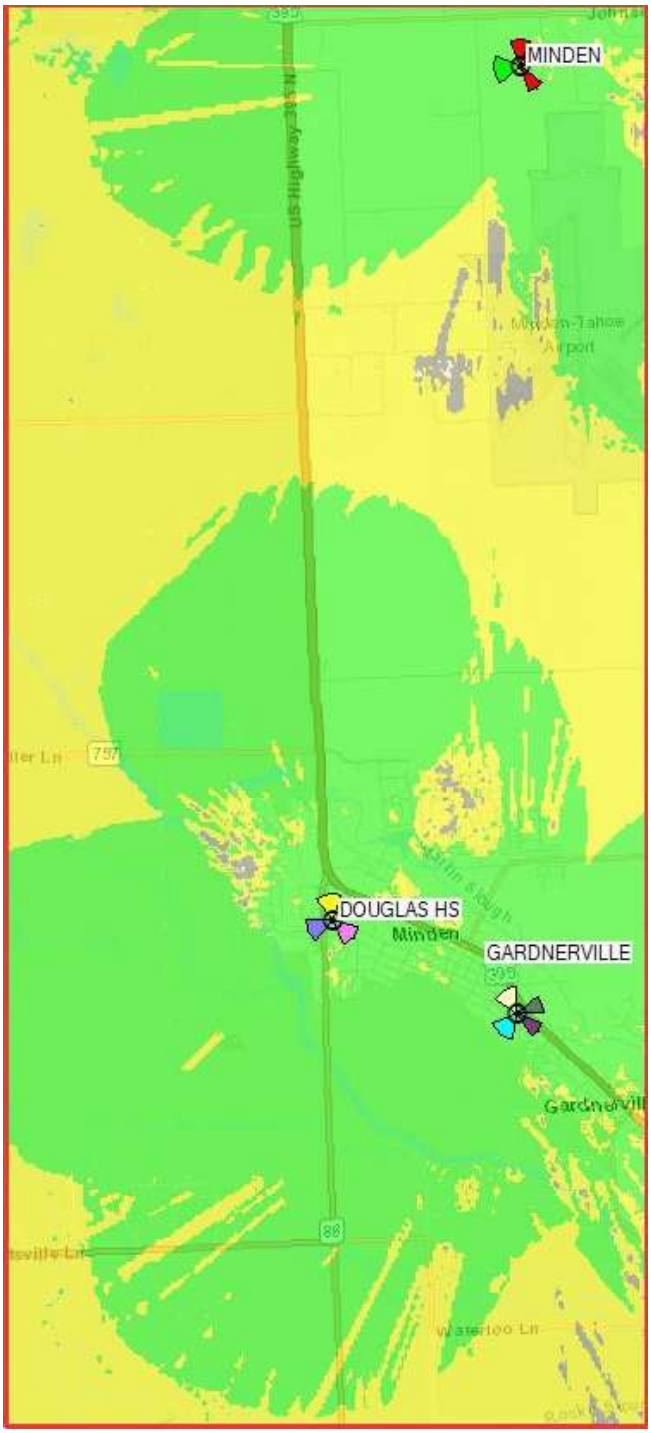
>= --105 dBm. Gray depicts reliable outdoor service only.

White areas do not receive reliable service levels.

Existing Mid-Band Coverage



Mid-Band Coverage with Proposed Facility
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

IV. Analysis

Summary of Site Selection Process

Verizon Wireless first investigated collocation with existing wireless facilities and antenna structures, but the closest existing facilities are too low in height or too distant for a collocation facility to serve the Significant Gap (Alternatives 1-5).

Verizon Wireless next reviewed placement of a facility on a local building or structure, but the tallest nearby building is of insufficient height to elevate antennas to the height required to serve the Significant Gap. A proposal to install antennas on a replacement stadium field light pole was rejected by the local school district (Alternatives 6-8).

Verizon Wireless next considered placement of a new monopole facility, readily identifying the Proposed Facility location near the center of the gap, in a PF–Public Facilities zone with a feasible height limit (Alternative 9).

Verizon Wireless evaluated placement of a monopole on a number of other properties, which were discounted because of lack of available ground space, lack of landlord interest, inability to serve the gap, infeasible height limits and setbacks, or other factors (Alternatives 10-27).

Alternatives other than the Proposed Facility would not provide the opportunity to collaborate with the East Fork Fire Protection District to place new wireless facility monopoles with public safety antennas at multiple fire station properties.

The existing Gardnerville facility cannot be modified to serve the Significant Gap. Located north of the Minden-Tahoe Airport, the Minden facility is very distant, over 4.5 miles north of the Proposed Facility. Already supporting four antenna sectors, with one sector facing south toward the gap area, the Minden facility was recently upgraded to provide service in all available frequencies from 700 MHz to C-Band. The PierCon report confirms that the Minden facility cannot serve the significant gap.

Collocations

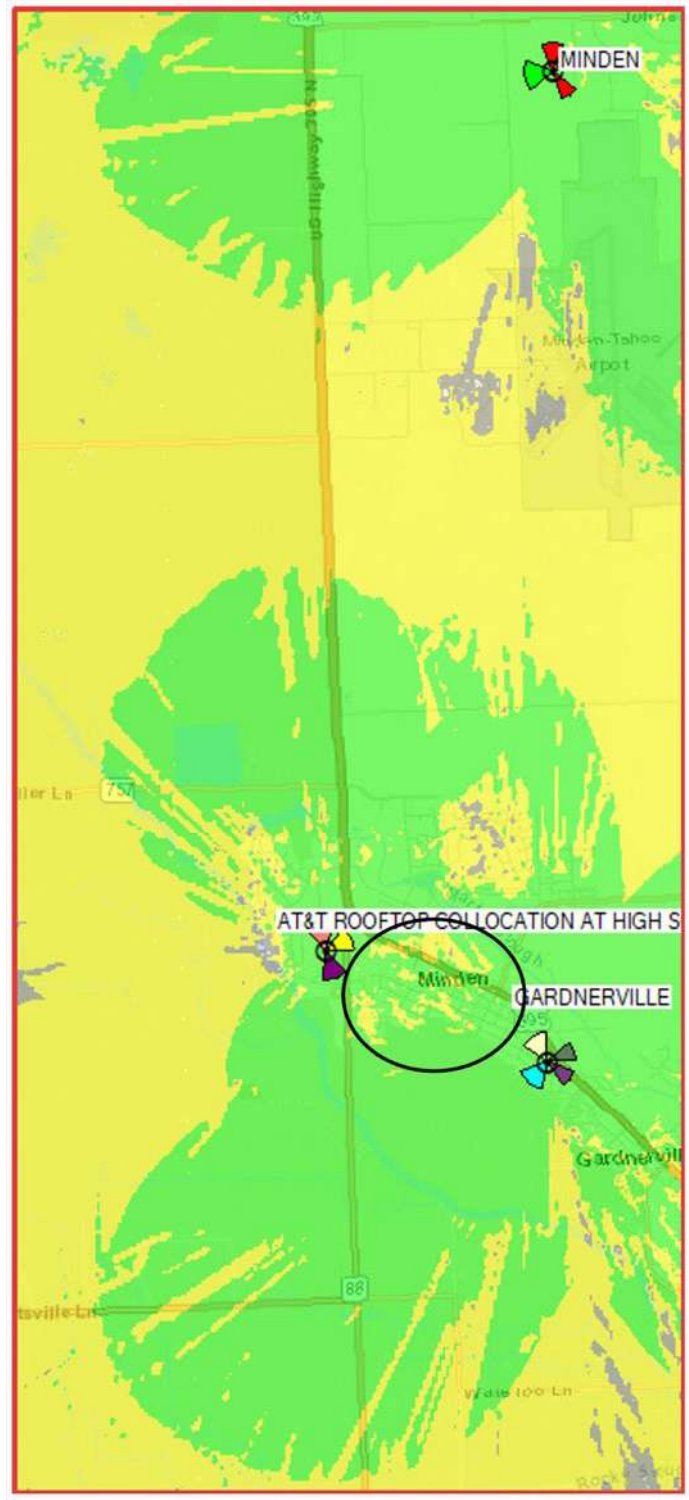
Verizon Wireless considered collocation with existing wireless facilities and antenna structures in the Minden area, identifying five facilities, as follows.

1. AT&T Rooftop Facility, Douglas High School
Address: 1670 Highway 88
Zoning: PF–Public Facilities
Elevation: 4,715 Feet



Verizon Wireless considered collocating on the rooftop of the Douglas High School building, which is approximately 30 feet in height, located 0.15 miles northwest of the Proposed Facility and 5 feet greater in elevation. AT&T recently secured permits for a wireless facility on this building. Verizon Wireless RF engineers determined that a facility protruding above this building with a 40-foot antenna centerline cannot serve the Significant Gap due to low height. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas along County Road and Highway 395, and residential areas west of Highways 88 and 395, with reduced coverage north of Minden. This is not a feasible alternative.

Coverage from Facility Collocated
on Douglas High School Rooftop
40-foot Antenna Centerline



2. AT&T Monopole

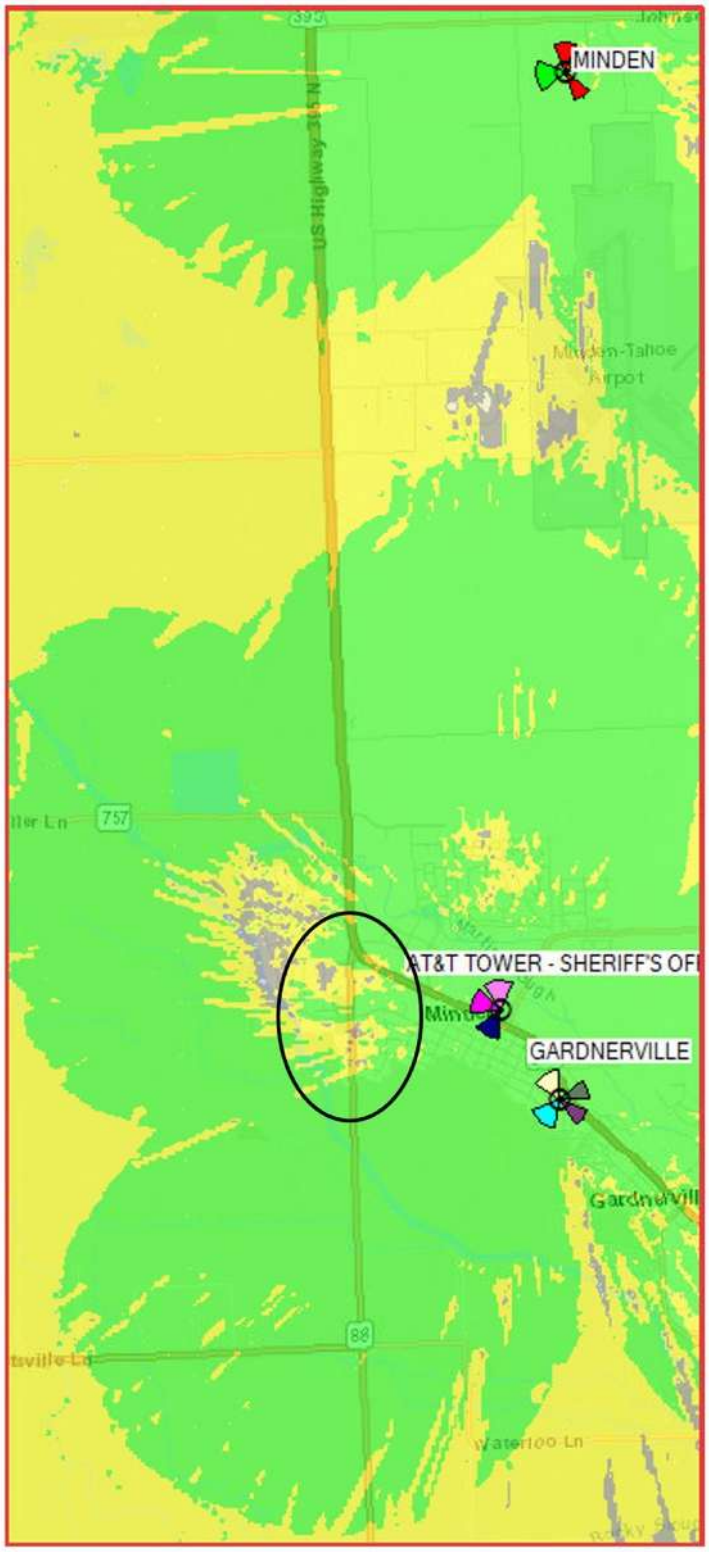
Address: 1038 Buckeye Road
Zoning: PF–Public Facilities
Elevation: 4,730 Feet



Verizon Wireless considered collocating underneath the AT&T antennas on this monopole located 0.7 miles southeast of the Proposed Facility, beyond the gap area and 20 feet greater in elevation. This monopole is only 0.5 miles northwest of Verizon Wireless's existing Gardnerville facility, and a facility here would duplicate the coverage of that facility, constituting inefficient network design. Verizon Wireless would need to collocate below AT&T's antennas, and could not achieve the 76-foot antenna centerline available for the Proposed Facility at Fire Station 14.

Verizon Wireless RF engineers determined that a facility on this monopole cannot serve the Significant Gap primarily due to distance, even with the same 76-foot antenna centerline as the Proposed Facility, which is not available. As shown on the following coverage map, in-building coverage would be lacking in most of the developed area west of Highways 88 and 395, including Douglas High School and commercial and residential areas. There would also be less in-building coverage in commercial and residential areas east along County Road and Highway 395. This is not a feasible alternative.

Coverage from Facility Collocated
on AT&T Monopole
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

3. Sheriff's Office Antenna Mast

Address: 1038 Buckeye Road
Zoning: PF–Public Facilities
Elevation: 4,730 Feet



Verizon Wireless considered collocating on this narrow lattice antenna mast mounted on top of a two-story public building hosting the Douglas County Sheriff's Office, located 0.7 miles southeast of the Proposed Facility, beyond the gap area and 20 feet greater in elevation. This antenna mast is near the AT&T monopole on the same property (Alternative 2).

This antenna mast is only 0.5 miles northwest of Verizon Wireless's existing Gardnerville facility, and a facility here would duplicate the coverage of that facility, constituting inefficient network design. Designed to support only a few whip antennas used for public safety communication, this antenna mast lacks the structural integrity to support the weight of Verizon Wireless's panel antennas and radios. The mast is too low in height to elevate antennas to the 76-foot centerline available for the Proposed Facility at Fire Station 14.

Verizon Wireless RF engineers determined that a facility at this location cannot serve the Significant Gap primarily due to distance, even with the same 76-foot antenna centerline as the Proposed Facility, which is not available. This antenna mast is as far southeast as the AT&T monopole, so would provide the same inadequate coverage to the gap area northwest in west Minden. It is also as close to Verizon Wireless's existing Gardnerville facility as the AT&T monopole, and would duplicate its coverage. This is not a feasible alternative.

4. T-Mobile Monopole

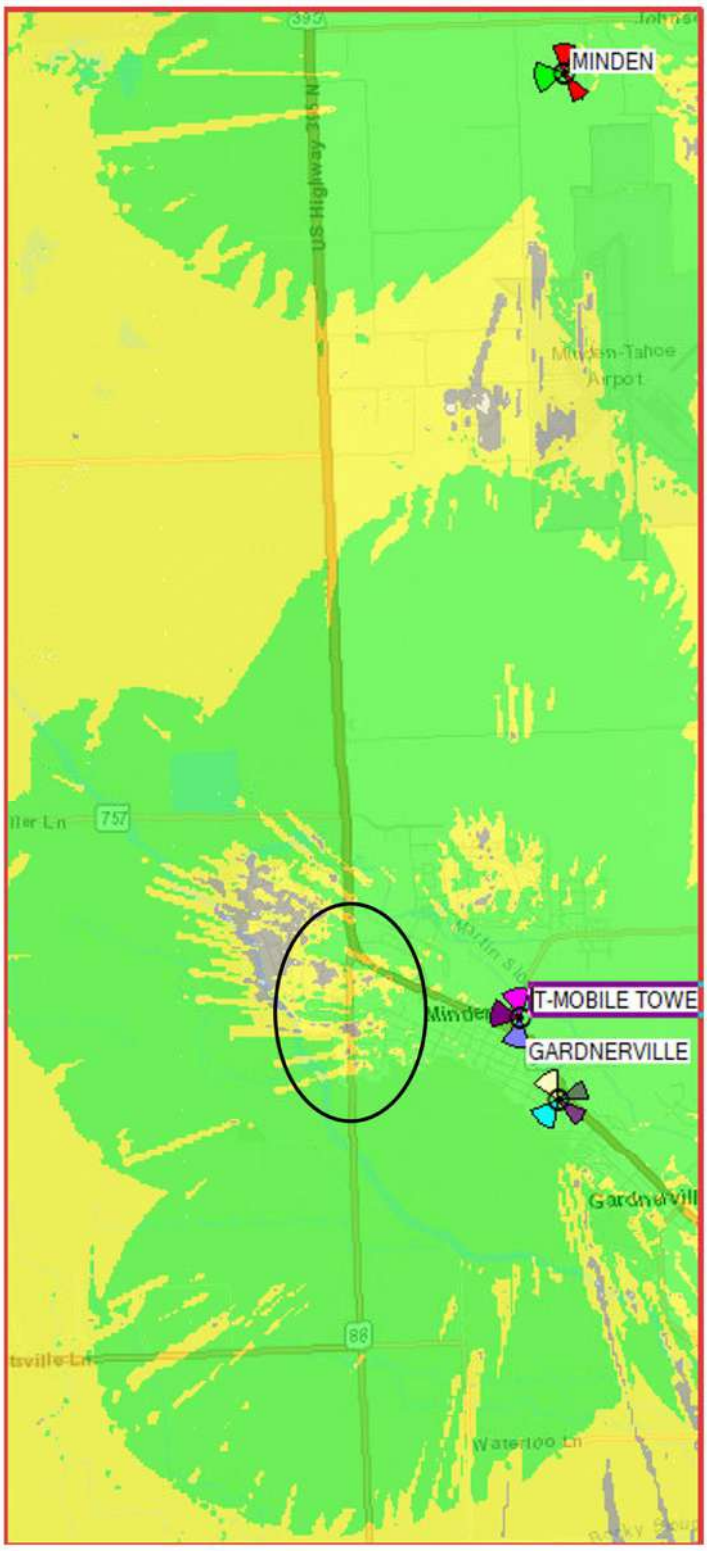
Address: 1602 Water Street
Zoning: SI–Service Industrial
Elevation: 4,730 Feet



Verizon Wireless considered collocating underneath the T-Mobile antennas on this monopole located 0.8 miles southeast of the Proposed Facility, beyond the gap area and 20 feet greater in elevation. This monopole is only 0.4 miles northwest of Verizon Wireless's existing Gardnerville facility, and a facility here would duplicate the coverage of that facility, constituting inefficient network design. Verizon Wireless would need to collocate below T-Mobile's antennas, and could not achieve the 76-foot antenna centerline available for the Proposed Facility at Fire Station 14.

Verizon Wireless RF engineers determined that a facility on this monopole cannot serve the Significant Gap primarily due to distance, even with the same 76-foot antenna centerline as the Proposed Facility, which is not available. As shown on the following coverage map, in-building coverage would be lacking in most of the developed area west of Highways 88 and 395, including Douglas High School and commercial and residential areas. There would also be less in-building coverage in commercial and residential areas east along County Road and Highway 395. This is not a feasible alternative.

Coverage from Facility Collocated
on T-Mobile Monopole
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

5. Fire Station 1 Tower

Address: 1606 Highway 395
Zoning: PF–Public Facilities
Elevation: 4,730 Feet



Verizon Wireless considered collocating on this lattice tower supporting a whip antenna and siren behind Fire Station 1, located 0.8 miles southeast of the Proposed Facility, beyond the gap area and 20 feet greater in elevation. This lattice tower is only 0.4 miles northwest of Verizon Wireless's existing Gardnerville facility, and a facility here would duplicate the coverage of that facility, constituting inefficient network design. This lattice tower lacks the structural integrity to support the weight of Verizon Wireless's panel antennas and radios. The tower is too low in height to elevate antennas to the 76-foot centerline available for the Proposed Facility at Fire Station 14. The propane tank underneath the lattice tower would pose safety concerns for reconstruction or any major improvements to the tower.

Verizon Wireless RF engineers determined that a facility on this lattice tower cannot serve the Significant Gap primarily due to distance, even with the same 76-foot antenna centerline as the Proposed Facility, which is not available. This lattice tower is even farther southeast from the Proposed Facility than the AT&T monopole (Alternative 2), so would provide even less coverage to the gap area northwest in west Minden. It is also closer to Verizon Wireless's existing Gardnerville facility, and would duplicate even more of its coverage. This is not a feasible alternative.

Building- and Structure-Mounted Facilities (Telecommunications Sites)

Verizon Wireless considered placement of a facility on the tallest buildings near the Proposed Facility and the high school stadium light poles, as follows.

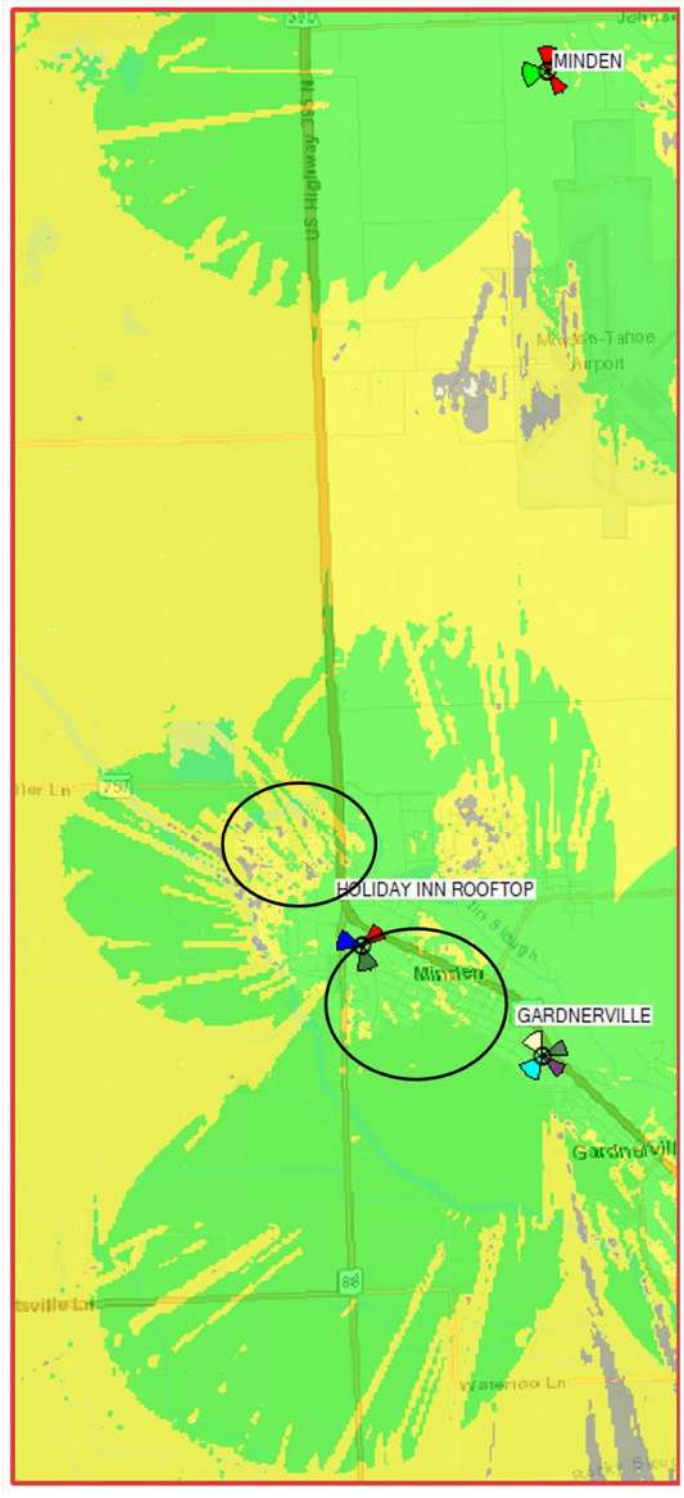
6. Holiday Inn Express & Suites Minden
Address: 1659 Highway 88
Zoning: GC–General Commercial
Elevation: 4,715 Feet



Verizon Wireless considered placement of antennas above this hotel building approximately 40 feet in height at the peak of its roof, located 0.1 miles northeast of the Proposed Facility and 5 feet greater in elevation. The hip roof on this building is sloped in all directions, with no flat surfaces, and would require substantial reconstruction to install wireless facility antennas.

The height limit in the GC-General Commercial zone is 45 feet. Code § 20.658.010. Verizon Wireless RF engineers determined that a facility on this building with a 40-foot antenna centerline cannot serve the Significant Gap due to low height. As shown on the following coverage map, in-building coverage would be lacking in commercial areas along Highway 395 and residential areas west of Highway 395. This is not a feasible alternative.

Coverage from Facility Collocated
on Holiday Inn Express Rooftop
40-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

7. Hickey Building (Red Oak Investments LLC)
Address: 1625 Highway 88
Zoning: OC–Office Commercial
Elevation: 4,715 Feet

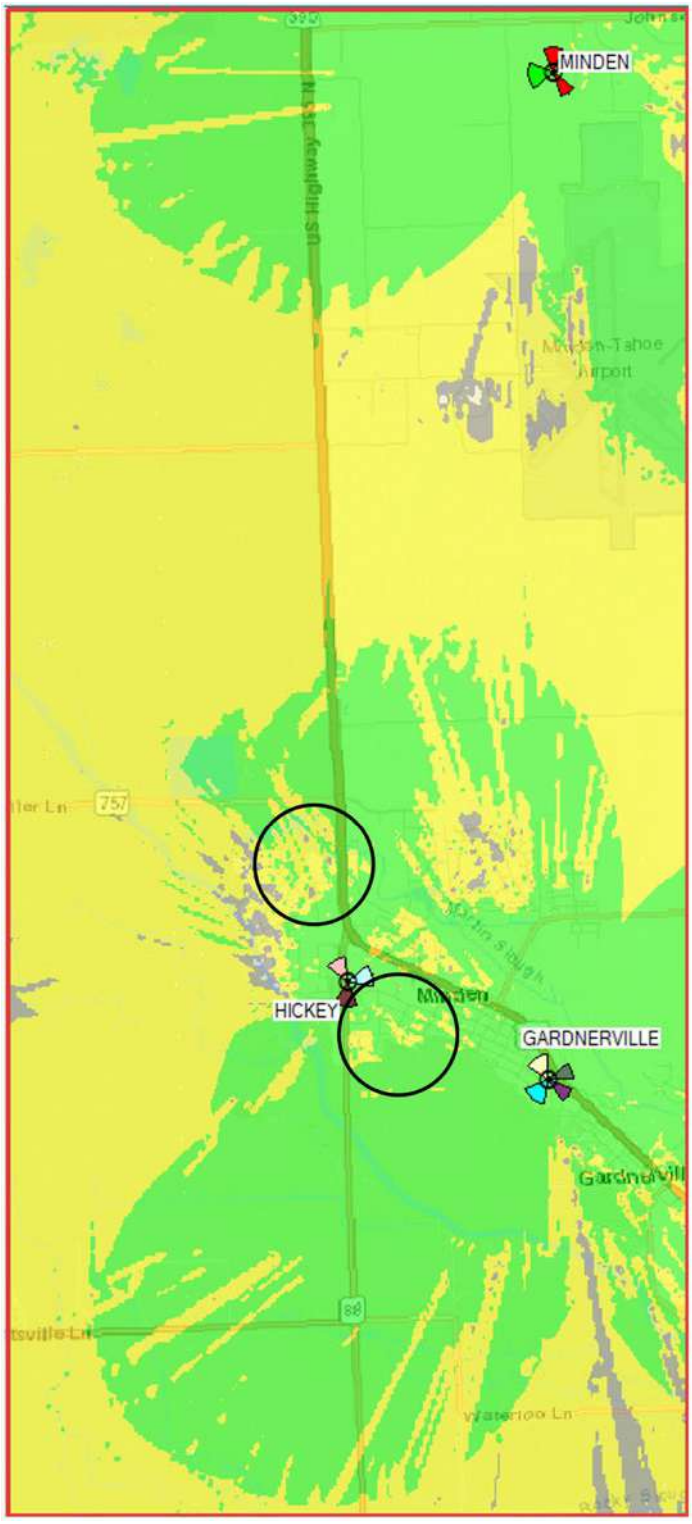


Verizon Wireless considered placement of antennas above this office building approximately 30 feet in height, located due west of the Proposed Facility property and 5 feet greater in elevation.

The height limit in the GC-General Commercial zone is 35 feet, little more than the building height itself. Code § 20.658.010. With an allowed zone height 10 feet less than the Holiday Inn Express building (Alternative 6), a facility on this office building rooftop would be lower in height, and would provide even less coverage to gap area.

Verizon Wireless RF engineers determined that a facility on this building with a 33-foot antenna centerline cannot serve the Significant Gap due to the low height. As shown on the following coverage map, in-building coverage would be lacking in residential areas west of Highways 88 and 395, and areas south of Highway 395, with reduced coverage north of Minden. This is not a feasible alternative.

Coverage from Facility Collocated
on Hickey Building Rooftop
33-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

8. Field Light Poles, Douglas High School Stadium

Address: 1670 Highway 88
Zoning: PF–Public Facilities
Elevation: 4,710 Feet



Verizon Wireless considered placement of antennas on one of the light poles behind the east bleachers at this stadium, located 0.2 miles west of the Proposed Facility at a similar elevation. The light pole would require replacement to increase its height and structural integrity to support antennas and radios, with the light fixtures remaining at the same elevation to ensure a consistent lighting pattern across the field. School District staff indicated that to ensure safe District worker access to the light fixtures in compliance with FCC radio frequency exposure guidelines, antennas would need to be placed a sufficient distance above the light fixtures. Therefore, the 58-foot light pole could be replaced by a new 80-foot pole, with antennas mounted to the top of the pole.

Following the December 5, 2025 Board of Commissioners appeal hearing, Verizon Wireless contacted the Douglas County School District to discuss a facility on the high school property. Verizon Wireless presented a proposal at the School District Board meeting on March 20, 2025, but the Board voted to deny the proposal. Lacking a willing landlord, this is not a feasible alternative.

New Towers (Telecommunications Facilities)

Lacking a feasible collocation, building-mounted, or structure-mounted opportunity, Verizon Wireless considered placement of a new tower, readily identifying the following location and considering several other properties.

9. Proposed Facility
Address: 1699 County Road
Zoning: PF–Public Facilities
Elevation: 4,710 Feet



Verizon Wireless proposed to place its antennas on an 80-foot monopole tower at the rear of this 1.5-acre parcel, Fire Station No. 14 of the East Fork Fire Protection District.

The monopole and associated network equipment will be placed within a 15-foot by 25-foot equipment area surrounded by an eight-foot chain link fence. The equipment area will contain network cabinets and a standby diesel generator to provide continued service during power outages and emergencies. Utilities serving the Proposed Facility will be trenched underground.

There will be vertical space available on the monopole for collocation of antennas by up to two more wireless carriers, minimizing the need for additional towers in the area in the future. The Fire District has reserved space on the Proposed Facility for emergency service communications equipment.

With panel antennas elevated at a 76-foot centerline at this optimal location at the center of the gap, the Proposed Facility will provide reliable Verizon Wireless service to the Significant Gap, as shown on the coverage maps on Page 5. This is Verizon Wireless's preferred location and design for the Proposed Facility.

10. Douglas County Public Library
Address: 1625 Library Lane
Zoning: PF–Public Facilities
Elevation: 4,715 Feet



Verizon Wireless considered placement of a new tower on this public property 0.15 miles southeast of the Proposed Facility and 5 feet greater in elevation. An 80-foot tower would be required at this location, the same height as the Proposed Facility in the same PF–Public Facilities zone nearby. This property is surrounded by residential zones, with homes to the east, south, and west. A new tower could be placed no farther than 250 feet from homes, whereas the Proposed Facility is 500 feet from the closest home to its northeast.

To avoid removal of parking spaces, a tower would need to be located in the small triangular vacant area north of the library building across from homes, where there is little available ground space. The only access to this area is the alley behind the library, which is a private property residential common area used to access the homes, and would require an easement. This cannot be considered a less intrusive, feasible alternative.

11. Carson Valley Swim Center

Address: 1600 Highway 88
Zoning: PF–Public Facilities / MFR–Residential
Elevation: 4,715 Feet



Verizon Wireless considered placement of a new tower on this property 0.15 miles southwest of the Proposed Facility and 5 feet greater in elevation. The swim center parcel is almost entirely occupied by buildings, recreation areas, and parking lots, leaving insufficient ground space for a new wireless tower, network equipment area, and access.

The East Fork Swimming Pool District also owns the vacant parcel due south at 1590 Highway 88. However, the vacant parcel is zoned MFR–Residential, and a telecommunications facility is not allowed in that zone according to the Code.

This project was discussed at the Pool District Board meeting on February 20, 2025. Thereafter, Verizon Wireless spoke with several Pool District Board members on February 27, 2025, at which time it was determined that plans for development of the vacant parcel would first require a FEMA flood impact study, then County approval of a zone change. This would delay any Verizon Wireless application for nearly two years.

This is not a feasible alternative.

12. Church of Jesus Christ of Latter-Day Saints

Address: 891 Mahogany Drive
Zoning: PF–Public Facilities
Elevation: 4,710 Feet



Verizon Wireless considered placement of a new tower on this commercial property 0.2 miles southwest of the Proposed Facility at a similar elevation. The Church of Jesus Christ of Latter-Day Saints does not allow leases for telecommunication towers on its properties. Lacking a willing landlord, this is not a feasible alternative.

13. Carson Valley Holdings

Address: 885 Mahogany Drive
Zoning: OC–Office Commercial
Elevation: 4,710 Feet

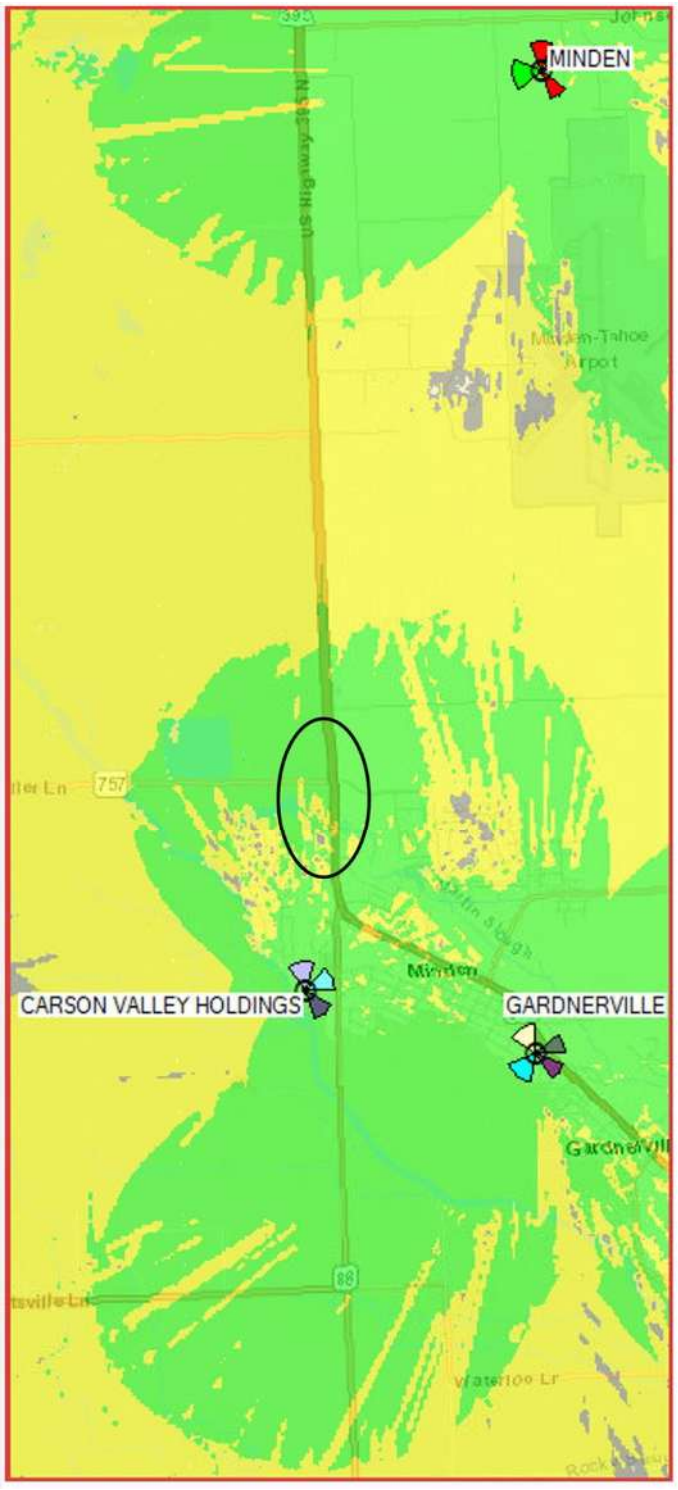


Verizon Wireless considered placement of a new tower on this commercial property 0.25 miles southwest of the Proposed Facility at a similar elevation. Due to the 60-foot height limit for telecommunications facilities in the OC–Office Commercial zone, the antenna centerline available at this location would be 56 feet, which is 20 feet less than the Proposed Facility at Fire Station 14. Verizon Wireless RF engineers determined that a facility at this location could not serve the Significant Gap due to distance and the low antenna centerline. As shown on the following coverage map, in-building coverage would be lacking in commercial areas along Highway 395, and residential areas west of Highways 88 and 395, with reduced coverage north of Minden.

A tower at least 80 feet in height would be required at this location. For a facility on this property at the fringe of development, demand would be concentrated on two antenna sectors, whereas the Proposed Facility is located near the center of the gap, where demand would be more evenly distributed among its three antenna sectors.

Per the Code, a taller facility exceeding the 60-foot height limit would require setbacks of 20% structure height from property lines, five times structure height (400 feet) from residentially-zoned property, and one mile from other telecommunications facilities. These setbacks would render a facility over 60 feet on this property to be infeasible, given the residentially-zoned property adjacent to the northwest property line. Even at the far south corner of the property, a new wireless facility equipment area could not meet both the property line and residential zone setbacks. Further, this property is less than one mile west of the AT&T monopole (Alternative 2). A facility on this property would require approval of variances and reductions that are not required for the Proposed Facility, which complies with the telecommunications facility height limit in its zone. This is neither a feasible nor less intrusive alternative.

Coverage from Facility at
Carson Valley Holdings
56-foot Antenna Centerline



14. Rand Trust

Address: Highway 88
Zoning: A-19–Agricultural
Elevation: 4,705-4,710 Feet



Verizon Wireless considered placement of a new tower on this large undeveloped agricultural property west of Highway 88 and due south of the Town of Minden limits, located 0.3 miles southwest of the Proposed Facility at a similar elevation. This alternative was suggested by County Commissioners. Verizon Wireless is currently investigating the feasibility of this location with the property owner.

Located south beyond the coverage objective, this alternative would require a taller facility to achieve coverage similar to the Proposed Facility. A facility up to 100 feet in height is allowed in this A-19 zone, but may contribute to more aesthetic impact. With no adjacent buildings, a new wireless tower would be exposed on this vacant property, and may pose visual impacts as viewed from Highway 88 and residences to the northwest and east. In contrast, the Proposed Facility is located behind a fire station and surrounded by buildings, which screen it from the property frontage along County Road to the south as well as Highway 88 to the west.

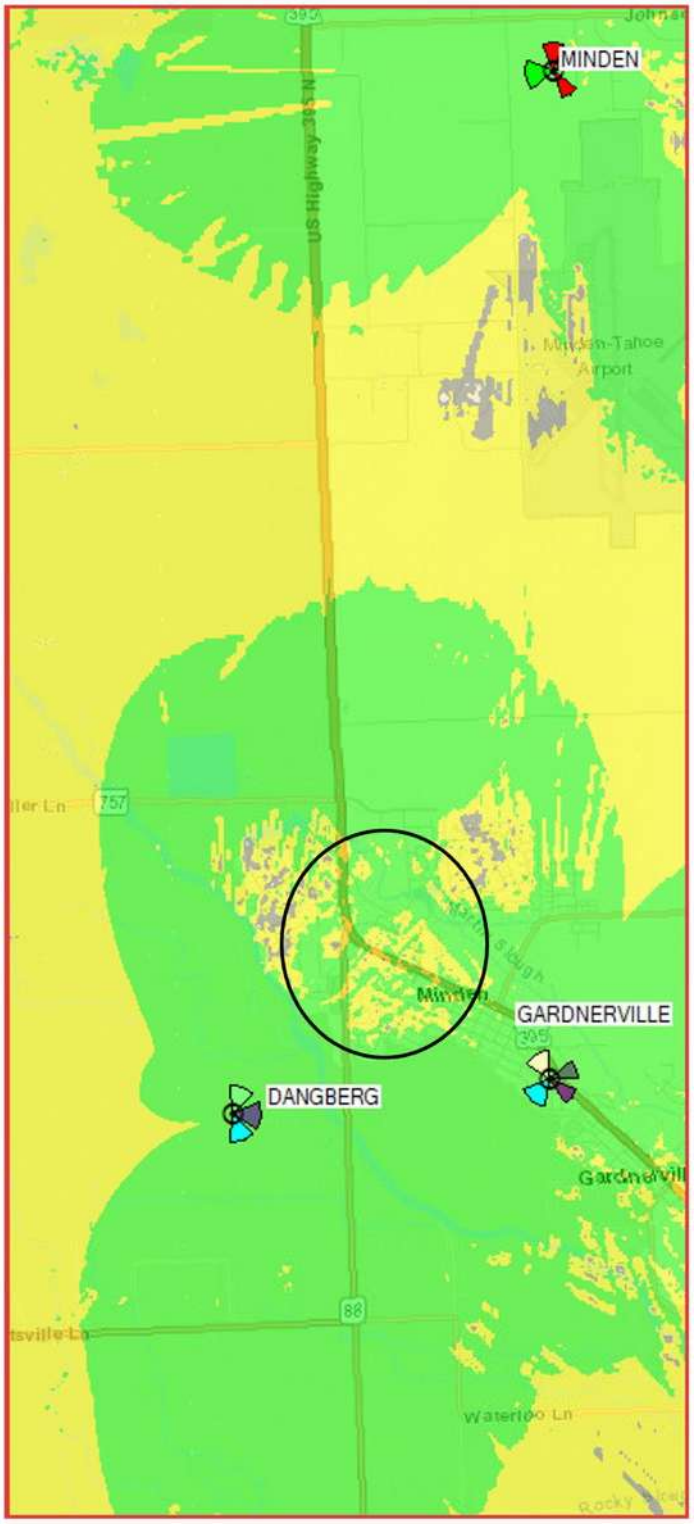
For a facility on this property beyond the coverage objective, demand would be concentrated on two antenna sectors, whereas the Proposed Facility is located near the center of the gap, where demand would be more evenly distributed among its three antenna sectors.

15. Dangberg Home Historic Ranch Park
Address: 1450 Highway 88
Zoning: PF–Public Facilities
Elevation: 4,705 Feet



Verizon Wireless considered placement of a new tower on this commercial property 0.8 miles southwest of the Proposed Facility and 5 feet lower in elevation. Verizon Wireless RF engineers determined that a facility at this property with the same antenna centerline as the Proposed Facility cannot serve the Significant Gap due to distance. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas along County Road and Highway 395, and residential areas west of Highways 88 and 395, with reduced coverage north of Minden. For a facility on this property well beyond the gap area, demand would be concentrated on two antenna sectors, whereas the Proposed Facility is located near the center of the gap, and demand would be more evenly distributed among its three antenna sectors. With very little development nearby to receive new in-building coverage, a new facility at this location would be an inefficient network design. This is not a feasible alternative.

Coverage from Facility at
Dangberg Home Historic Ranch Park
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

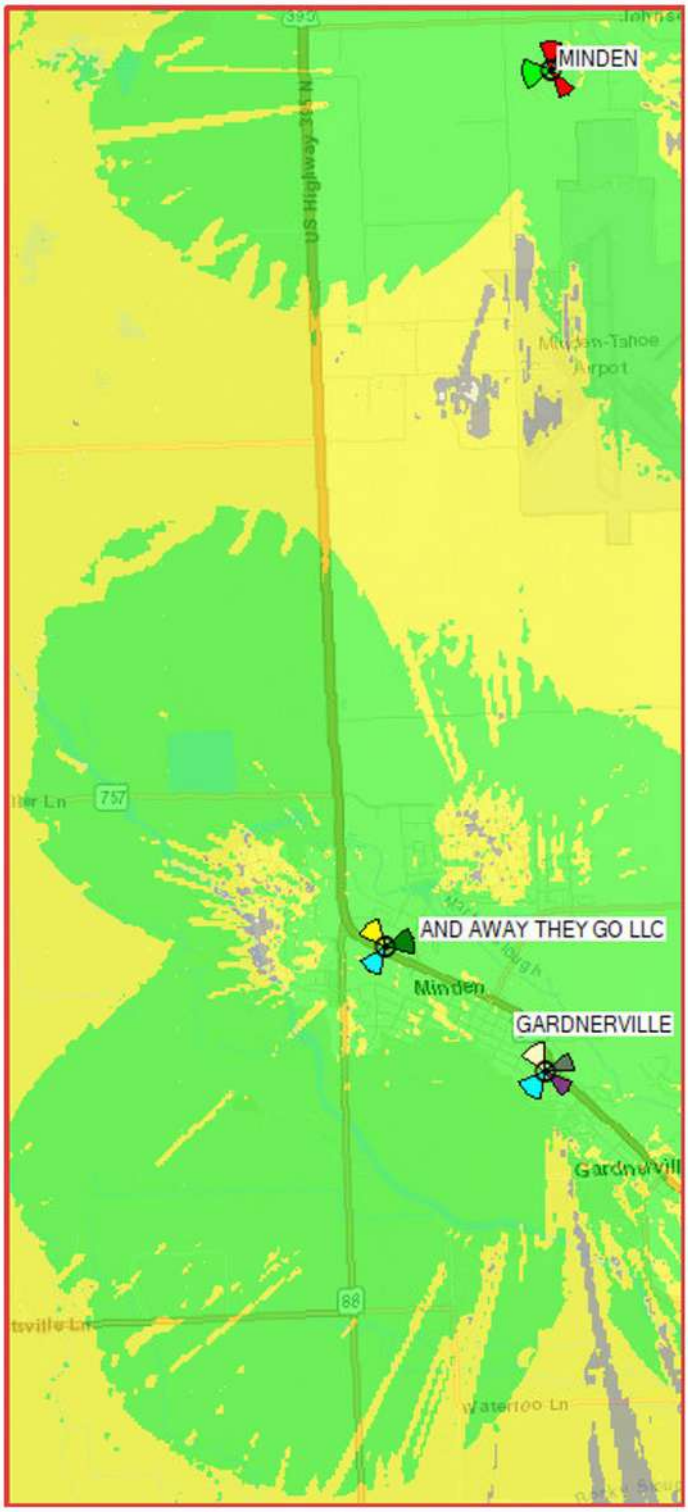
16. And Away They Go LLC
Address: 1675 Highway 395
Zoning: NC–Neighborhood Commercial
Elevation: 4,715 Feet



Verizon Wireless considered placement of a new tower on this vacant property 0.2 miles northeast of the Proposed Facility and 5 feet greater in elevation.

A tower would be limited to 60 feet in height in this commercial zone. Verizon Wireless RF engineers determined that a facility at this location with a 56-foot antenna centerline cannot serve the Significant Gap due to distance and low height. As shown on the following coverage map, in-building coverage would be lacking in residential areas west of Highways 88 and 395, on the Douglas High School campus, and areas along Highway 88. This is not a feasible alternative.

Coverage from Facility at
And Away They Go LLC Property
56-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

17. Minden Gateway

Address: Highway 395 and Highway 88
Zoning: N/A
Elevation: 4,710 Feet



Verizon Wireless considered placement of a new tower at the Minden Gateway, 0.2 miles north of the Proposed Facility at the same elevation. This is within Nevada Department of Transportation right-of-way, and not a designated parcel. The area is used for a Town of Minden monument sign, landscaping, and pedestrian facilities. In a call initiated by Verizon Wireless representative Chris Hatch on January 31, 2025, Town Manager JD Frisby did not support placement of a wireless facility at the Minden Gateway location. This was confirmed in correspondence from Mr. Frisby dated February 14, 2025.

With no adjacent buildings, a new wireless tower would be exposed at this prominent intersection, posing visual impacts. In contrast, the Proposed Facility is located behind a fire station and surrounded by buildings, which screen it from the property frontage along County Road to the south as well as Highway 88 to the west. This cannot be considered a less intrusive alternative.

18. Ironwood Center and Cinema

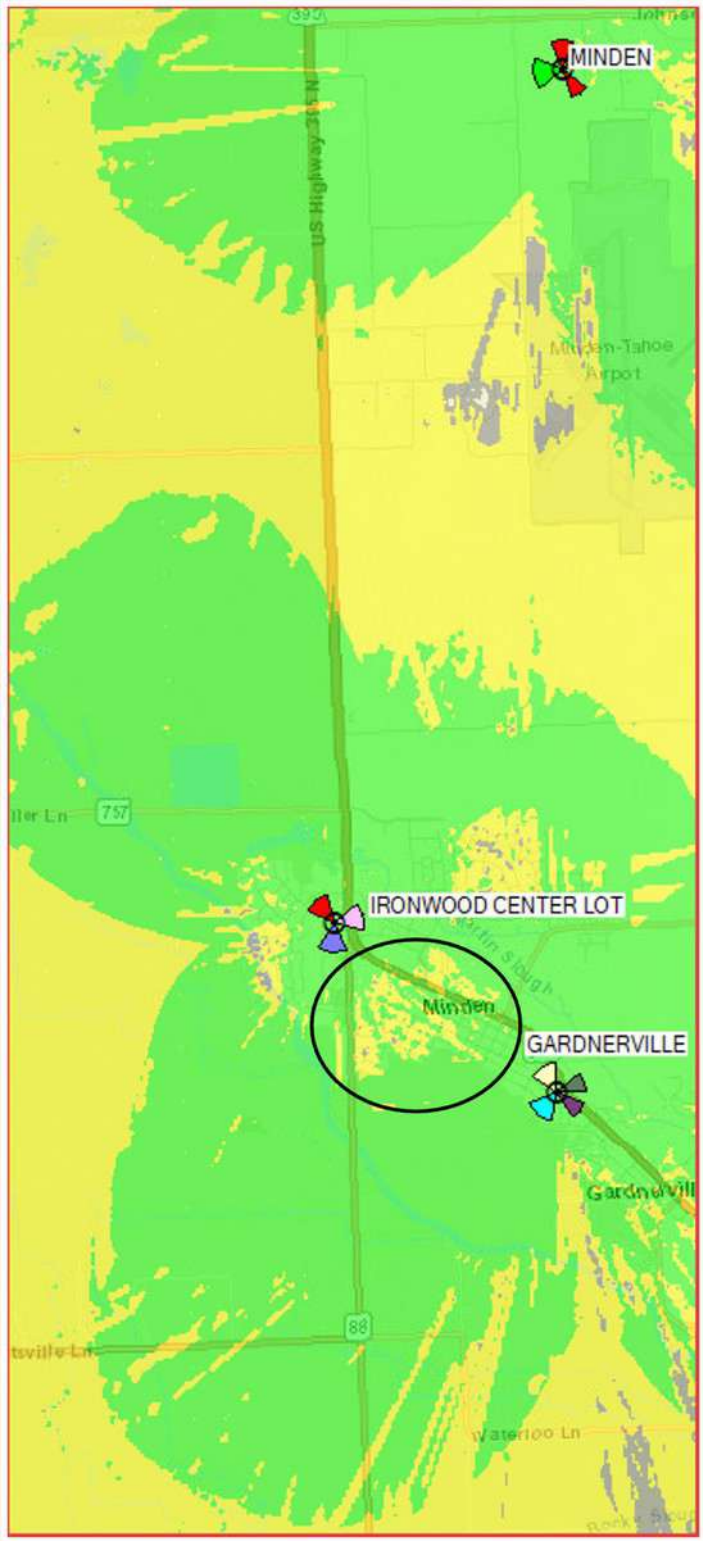
Address: 1760 Highway 395, APNs 1320-30-211-093, 1320-30-211-104
Zoning: MUC–Mixed-Use Commercial
Elevation: 4,710 Feet



Verizon Wireless considered placement of a new tower on this commercial development 0.35 miles northwest of the Proposed Facility at a similar elevation. The central parking lot is surrounded by a various businesses, including the cinema parcel with adjacent green space, which is currently being purchased by Douglas County for use as a performing arts center.

A tower would be limited to 60 feet in height in this commercial zone. Verizon Wireless RF engineers determined that a facility near the center of the parking lot with a 56-foot antenna centerline cannot serve the Significant Gap due to distance and low height. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas south of Highway 395, including the Fire Station 14 property. A facility in the green space due north of the cinema building would be even farther from those service objectives, and provide even less coverage. This is not a feasible alternative.

Coverage from Facility at
Ironwood Center and Cinema
56-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

19. Carson Tahoe Emergent Care

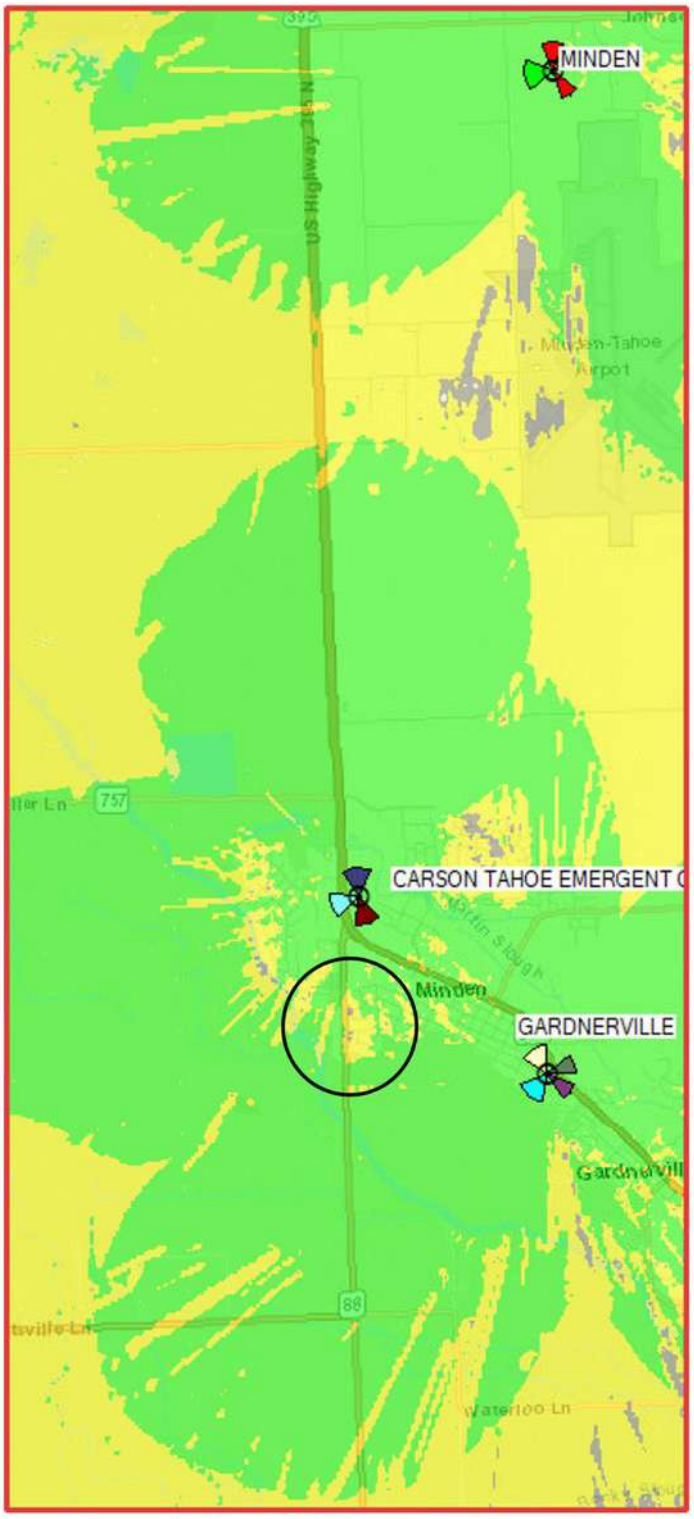
Address: 925 Ironwood Drive
Zoning: NC–Neighborhood Commercial
Elevation: 4,710 Feet



Verizon Wireless considered placement of a new tower at the rear of this commercial property parking lot 0.4 miles north of the Proposed Facility at a similar elevation.

A tower would be limited to 60 feet in height in this commercial zone. Verizon Wireless RF engineers determined that a facility near the rear of this parking lot with a 56-foot antenna centerline cannot serve the Significant Gap due to distance and low height. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas east and west of Highway 88 to the south and southwest, including a portion of the Douglas High School campus. This is not a feasible alternative.

Coverage from Facility at
Carson Tahoe Emergent Care Parking Lot
56-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

20. Dood LLC Ranch

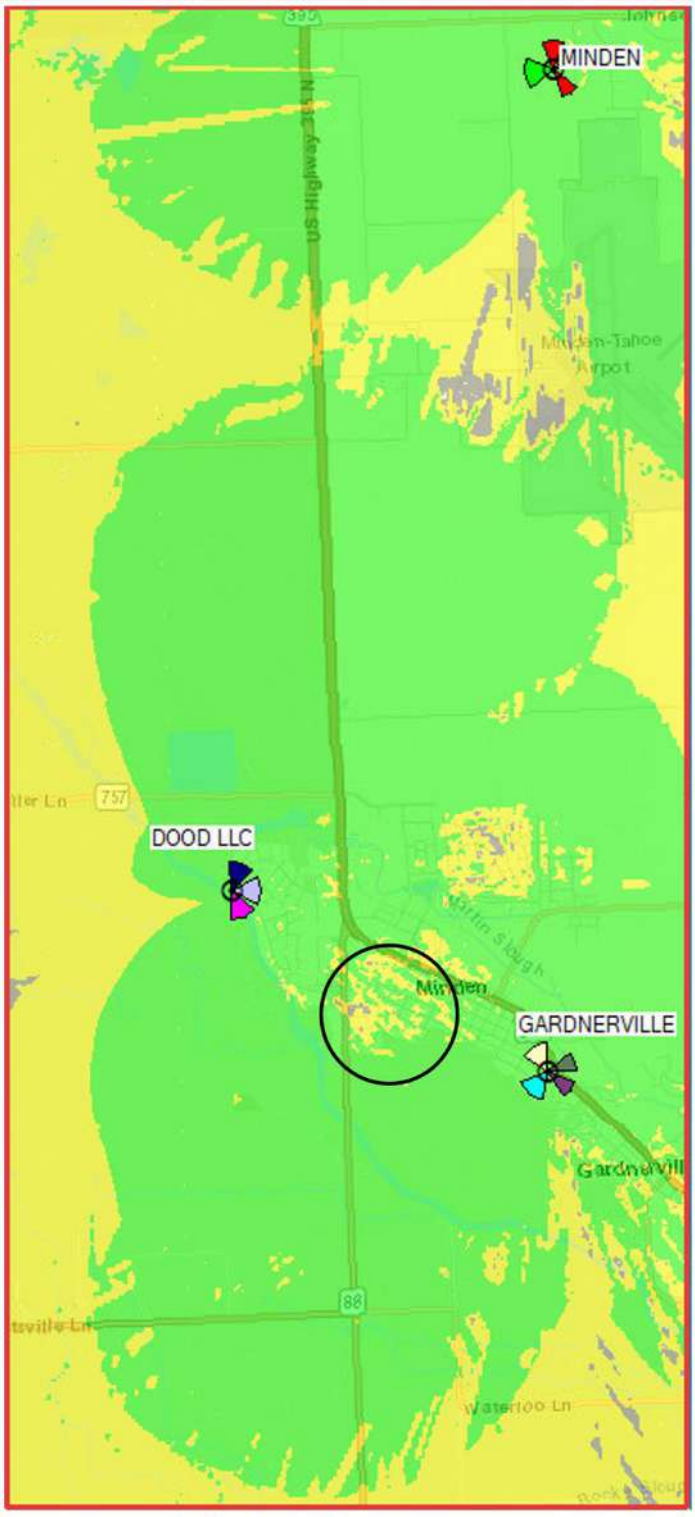
Address: 795 Klauber Way
Zoning: A-19–Agriculture
Elevation: 4,695 Feet



Verizon Wireless considered placement of a new tower on this agricultural property 0.75 miles northwest of the Proposed Facility and 15 feet lower in elevation.

A tower could be 100 feet in height in this agricultural zone. However, Verizon Wireless RF engineers determined that a facility at this location with a 96-foot antenna centerline cannot serve the Significant Gap due to distance and low elevation. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas north and south of Highway 395, including the Fire Station 14 property. For a facility on this property to the west of the gap area, with no development to its west, demand would be concentrated on two antenna sectors facing developed areas east and southeast. In contrast, the Proposed Facility is located near the center of the gap, and demand would be more evenly distributed among its three antenna sectors. This is not a feasible alternative.

Coverage from Facility at
Dood LLC Ranch
96-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

21. Minden Gardnerville Sanitation District

Address: 1790 Highway 395
Zoning: PF–Public Facility
Elevation: 4,720 Feet



Verizon Wireless considered placement of a new tower on this property 0.6 miles north of the Proposed Facility and 10 feet greater in elevation. To pursue this alternative would add two years of delay due to the need to investigate an appropriate location on the property that would not interfere with District operations, secure a lease from the Sanitation District, design a new facility, and provide for necessary utilities. This location would lack the benefit of close cooperation with the Fire District in the placement of necessary emergency service and dispatch antennas and equipment.

Nonetheless, because local residents and officials raised this alternative, Verizon Wireless requested a preliminary review by the Sanitation District staff and Board of Directors. After the Board discussed the matter at its October 1, 2024 meeting, the District Manager informed Verizon Wireless by email on October 17, 2024 (below) that District staff could not support further work on the proposal. Lacking landlord interest, this is not a feasible alternative.

Correspondence from Minden Gardnerville Sanitation District
October 17, 2024

From: **Peter Baratti** <peter@mgsdistrict.org>
Date: Thu, Oct 17, 2024 at 4:12 PM
Subject: [E] MGSD Tower site.
To: Yvonne M Pinto <yvonne.pinto@verizonwireless.com>, Melissa Vios <Melissa.Vios@epicwireless.net>

Dear Ms. Vios and Ms. Pinto

As you know at the October 1, 2024 meeting of the Board of Trustees of the Minden Garnderville Sanitation District, the Trustees expressed numerous concerns regarding the proposed placement of a cell tower on the Minden Gardenerville Sanitation District Plant property. While the trustees expressed different concerns regarding the proposal, it is apparent that there are too many issues and problems regarding potential placement to justify further work or analysis by our staff, especially given the fact that the project is not a sanitation district related project over which MGSD has jurisdiction. You are, of course, free to file a formal application with the district but absent a change of circumstances it is doubtful that MGSD staff would be able to support any such application.

Thank you,

Peter V Baratti

District Manager

Minden Gardnerville Sanitation District

1790 U.S. HWY 395 N.

Minden, NV 89423

(775) 782-3546 - ofc

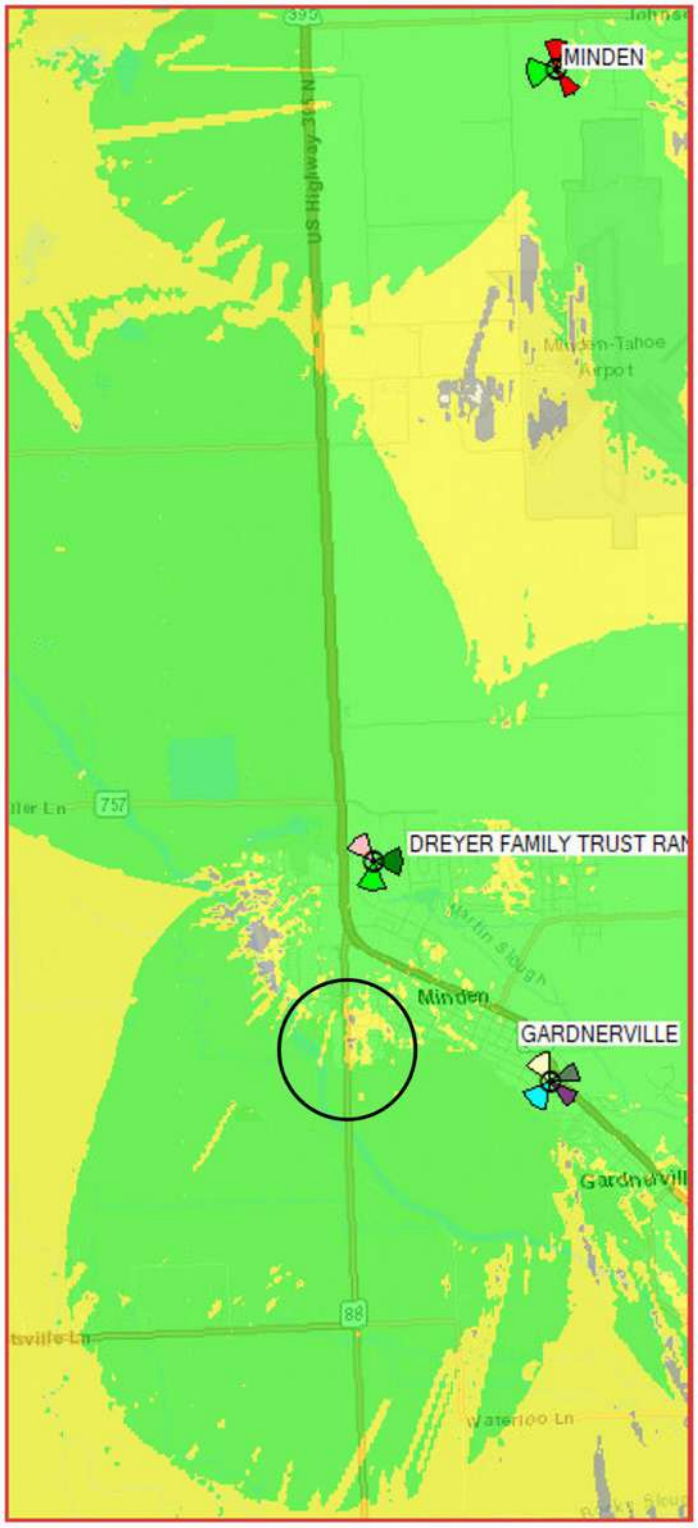
22. Dreyer Family Trust Ranch
Address: 1761 Highway 395
Zoning: A-19–Agriculture
Elevation: 4,700 Feet



Verizon Wireless considered placement of a new tower on this agricultural property 0.6 miles north of the Proposed Facility and 10 feet lower in elevation.

A tower could be 100 feet in height in this agricultural zone. However, Verizon Wireless RF engineers determined that a facility at this location with a 96-foot antenna centerline cannot serve the Significant Gap due to distance and lower elevation. As shown on the following coverage map, in-building coverage would be lacking in residential and commercial areas south of Highway 395, including the Fire Station 14 property. This is not a feasible alternative.

Coverage from Facility at
Dreyer Family Trust Ranch
96-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

23. Bently Family Limited Partnership – Muller Parkway

Address: Muller Parkway
Zoning: A-19–Agricultural
Elevation: 4,700-4,715



Verizon Wireless considered the parcels south of Muller Parkway, due north of the Town of Minden limits, owned by the Bently Family Limited Partnership, located 1.0 mile south of the Proposed Facility at a similar elevation. This alternative was suggested by local residents.

Verizon Wireless contacted Bently Enterprises, LLC, an affiliate, regarding placement of a wireless facility on these parcels. In a February 13, 2025 email to Verizon Wireless representative Chris Hatch, Bently Enterprises, LLC Director of Real Estate & Legal Tyler Cassacia wrote, "These locations do not work for Bently." Lacking property owner interest, this is not a feasible alternative.

24. Minden Wellhead

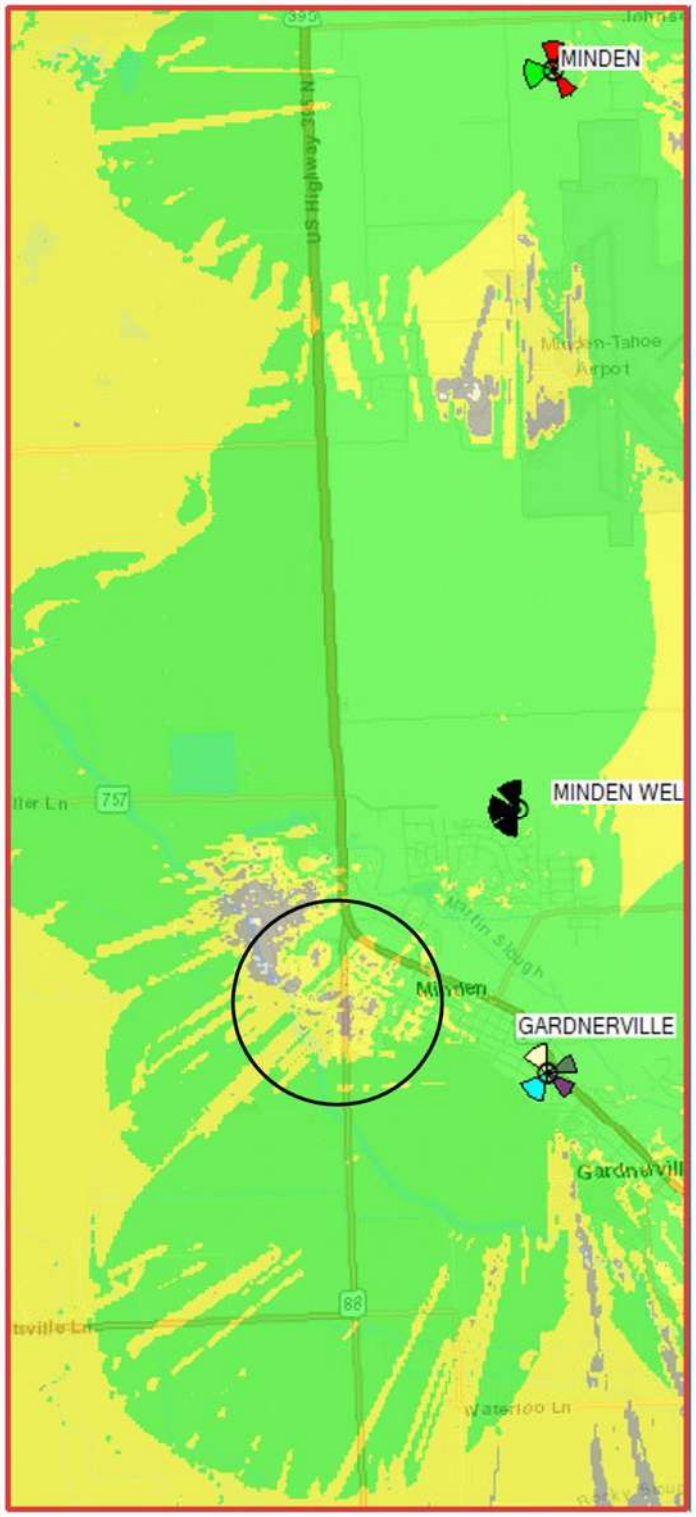
Address: 1800 Heybourne Road
Zoning: PF–Public Facilities
Elevation: 4,720



Verizon Wireless considered this property owned by the Town of Minden and used for a water wellhead, located 1.2 miles northeast of the Proposed Facility and 10 feet greater in elevation. This location was suggested by a County Commissioner. Given existing infrastructure and access roads, there is limited space on this 1.1-acre parcel for a new wireless facility monopole and ground equipment area.

Verizon Wireless RF engineers determined that a facility at this location with a 76-foot antenna centerline cannot serve the Significant Gap due to distance. As shown on the following coverage map, in-building coverage would be lacking in much of west Minden west of Highways 395 and 88, and areas south of Highway 395 near the intersection of the highways, with areas lacking in-vehicle service. This is not a feasible alternative.

Coverage from Facility at
Minden Wellhead
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

25. County Property, Buckeye Road

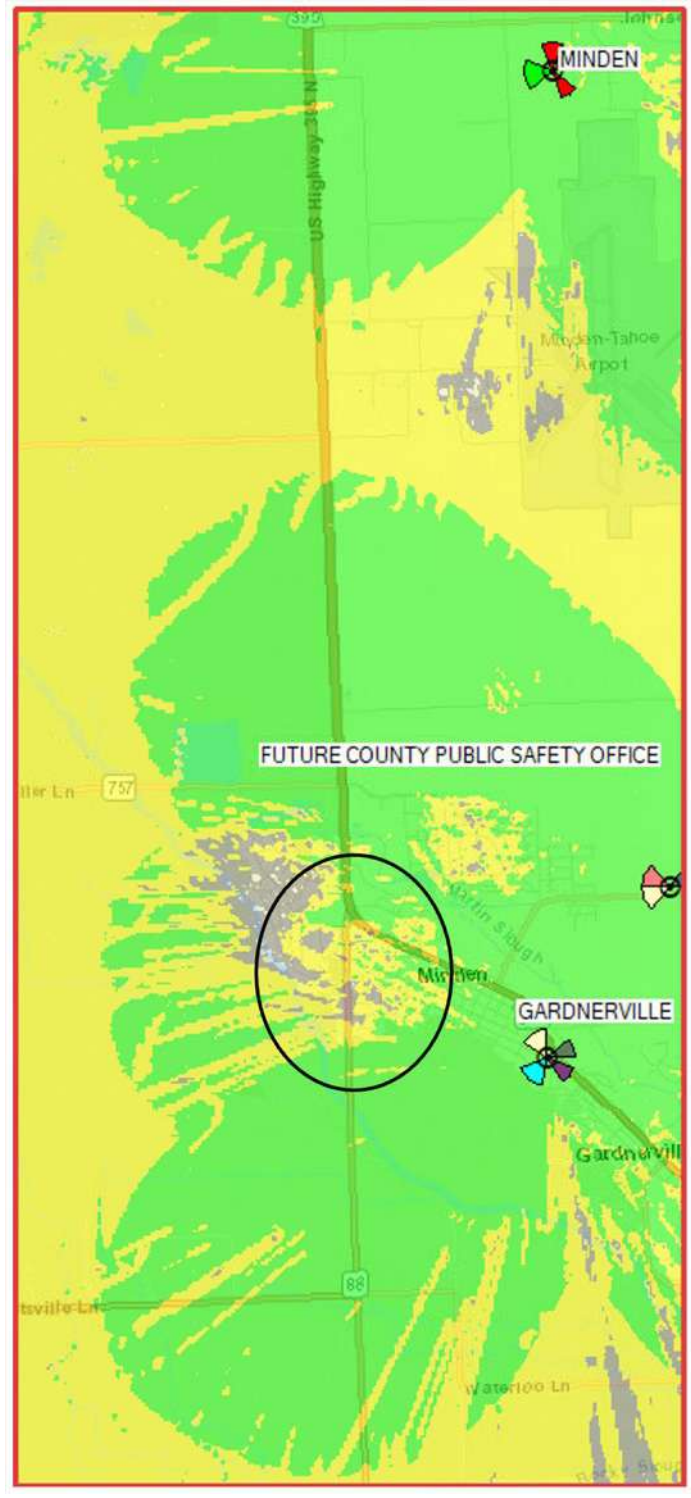
Address: 1280 Buckeye Road
Zoning: PF–Public Facilities
Elevation: 4,740



Verizon Wireless considered this vacant property located 1.6 miles east of the Proposed Facility and 30 feet greater in elevation. This property is owned by Douglas County and proposed for a future County Justice Center. This alternative was suggested by local residents.

Verizon Wireless RF engineers determined that a facility at this location with a 76-foot antenna centerline cannot serve the Significant Gap due to distance. As shown on the following coverage map, in-building coverage would be lacking in much of west Minden west of Highways 395 and 88, and areas south of Highway 395 near the intersection of the highways, with areas lacking in-vehicle service. In fact, this property is located farther east than the AT&T and T-Mobile monopoles, where a collocated facility at the same antenna centerline could not serve the gap (Alternatives 2 and 4). This is not a feasible alternative.

Coverage from Facility at
County Property, 1280 Buckeye Road
76-foot Antenna Centerline



RSRP Coverage
>= -85 dBm
>= --95 dBm
>= --105 dBm

Area of deficient coverage

26. Bently Family Limited Partnership – Stockyard Road

Address: 1089 Stockyard Road
Zoning: A-19–Agriculture
Elevation: 4,705-4,715



Verizon Wireless considered the this developed property straddling Stockyard Road owned by the Bently Family Limited Partnership, located 1.4 miles northeast of the Proposed Facility at a similar elevation. This alternative was suggested by local residents.

Verizon Wireless contacted Bently Enterprises, LLC, an affiliate. In a February 13, 2025 email to Verizon Wireless representative Chris Hatch, Bently Enterprises, LLC Director of Real Estate & Legal Tyler Cassacia wrote, "These locations do not work for Bently." Lacking property owner interest, this is not a feasible alternative.

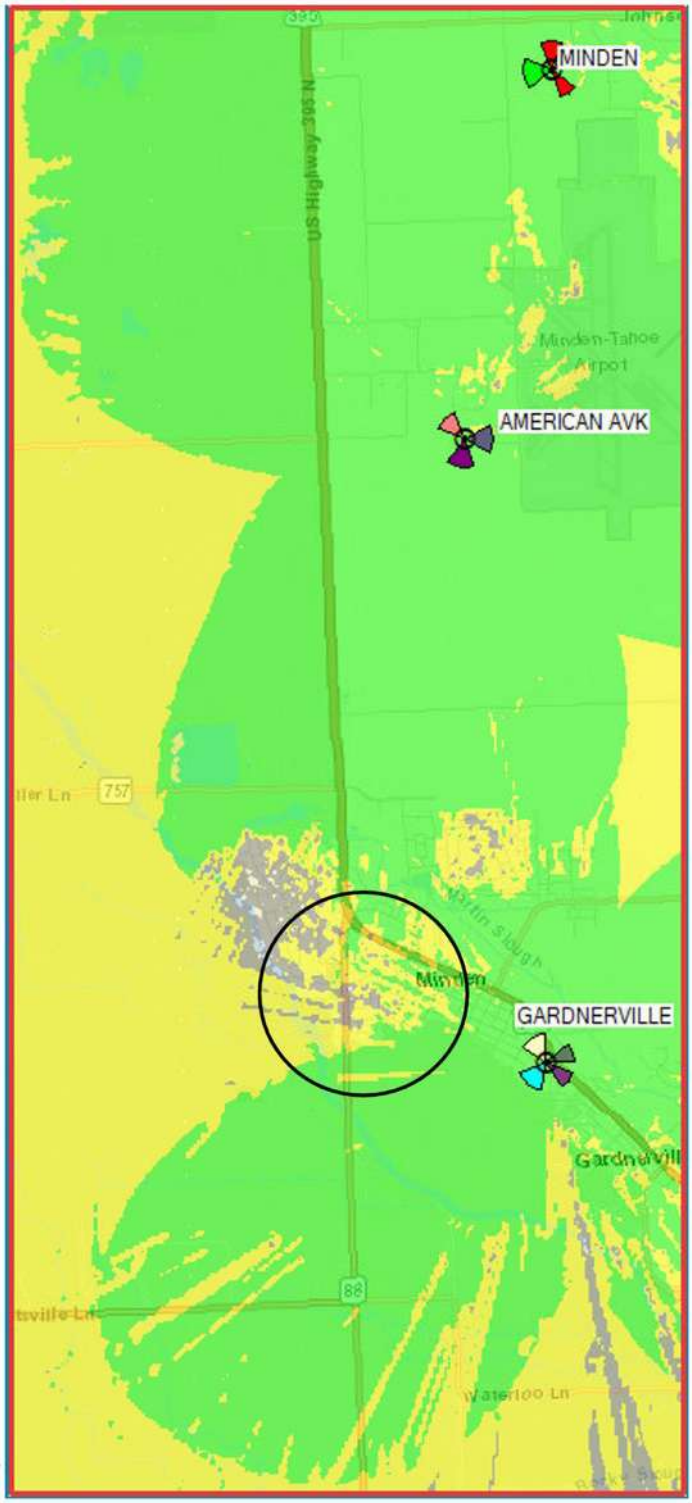
27. American AVK Company
Address: 2155 Meridian Avenue
Zoning: LI–Light Industrial
Elevation: 4,705



Verizon Wireless considered this industrial property located 2.75 miles northeast of the Proposed Facility at a similar elevation. This alternative was suggested by a County Commissioner.

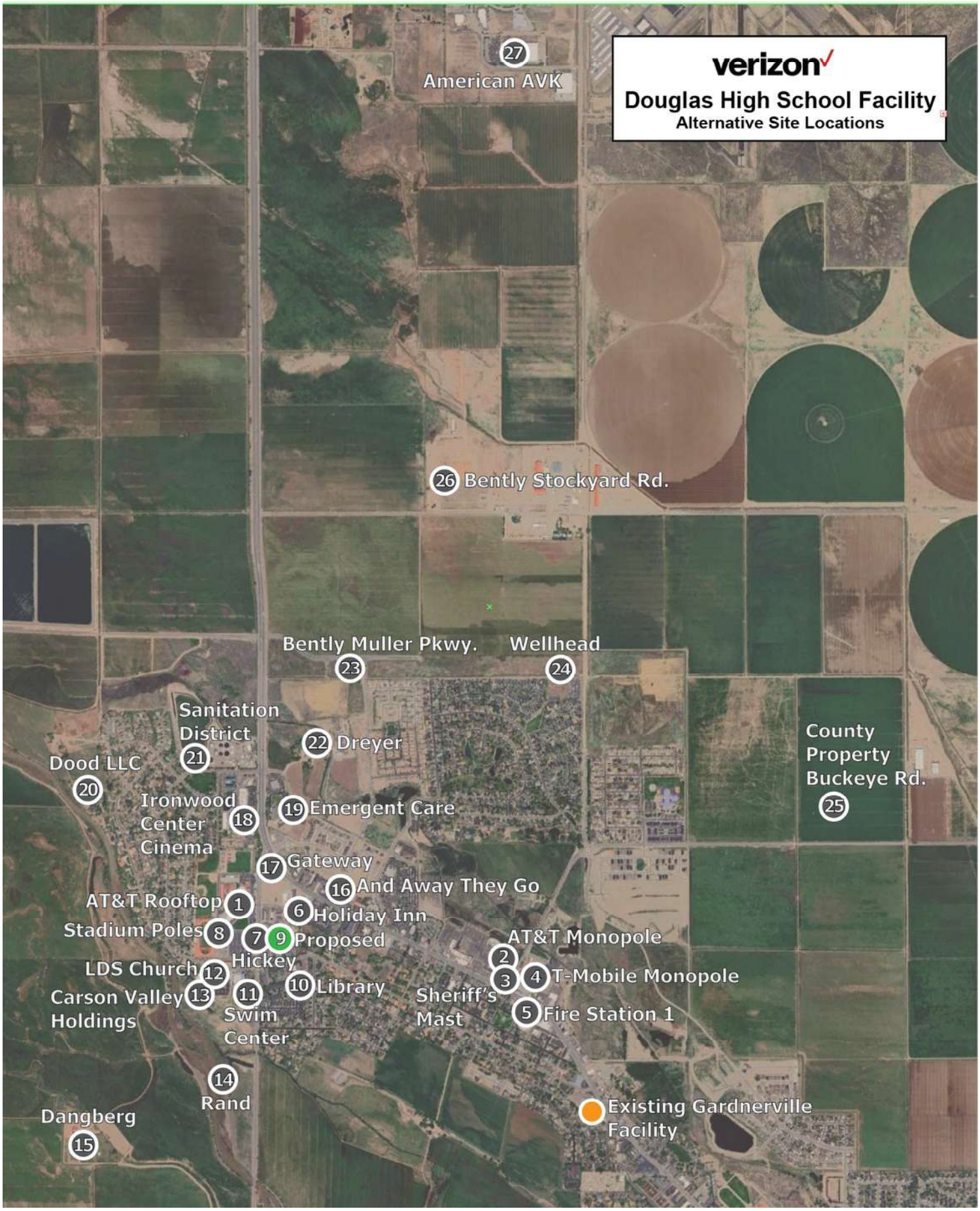
Verizon Wireless RF engineers determined that a facility at this location with a 76-foot antenna centerline cannot serve the Significant Gap due to distance. As shown on the following coverage map, in-building coverage would be lacking in a broad area, including west Minden west of Highways 395 and 88, areas around the intersection of the highways, and areas south of Highway 395. This is not a feasible alternative.

Coverage from Facility at
American AVK Company
76-foot Antenna Centerline



V. Conclusion

Verizon Wireless has considered 27 specific alternatives to fill the Significant Gap in service in the west Minden area. Based upon the values expressed in the Douglas County Consolidated Development Code, the Proposed Facility clearly constitutes the least intrusive feasible location for Verizon Wireless's new facility.


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Douglas High School Facility
Alternative Site Locations
27 American AVK
26 Bently Stockyard Rd.
Bently Muller Pkwy.
23
Wellhead
24
Sanitation District
21
22 Dreyer
Dood LLC
20
Ironwood Center Cinema
18
19 Emergent Care
17 Gateway
16 And Away They Go
AT&T Rooftop
1
6 Holiday Inn
Stadium Poles
8
7
9 Proposed
Hickey
LDS Church
12
10 Library
Carson Valley Holdings
13
11
Swim Center
14
Rand
Dangberg
15
AT&T Monopole
2
3
4 T-Mobile Monopole
Sheriff's Mast
5 Fire Station 1
Existing Gardnerville Facility
County Property Buckeye Rd.
25

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Douglas HS
Fire Station 14

Douglas County Board of Commissioners
December 5, 2024

- Chris Hatch, Epic Wireless Group, LLC
- Yvonne Pinto, Verizon Wireless, Municipal Engagement
- Maher Zayouna, Verizon Wireless, RF Design Engineer
- Paul Albritton, Mackenzie & Albritton LLP



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Application Timeline

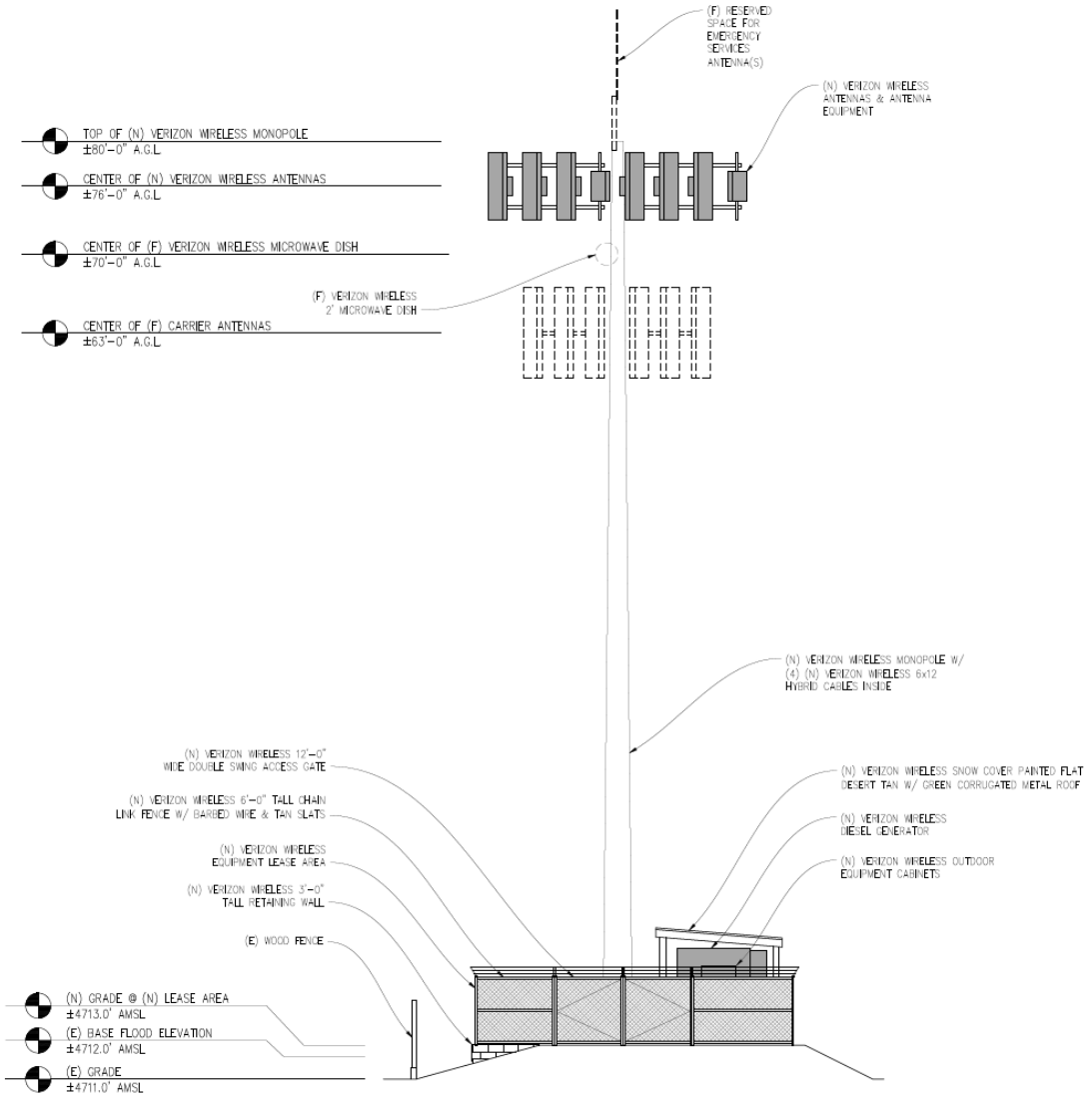
April–August 2022	Douglas County Economic Development department, School District, and FCC contacted Verizon Wireless regarding network deficiencies in County and at Douglas High School
April 2022	Verizon Wireless RF engineers confirmed service gap in west Minden area
September 2022–March 2023	Verizon Wireless investigated multiple locations and designs for new facility
March 2023–January 2024	Verizon Wireless and East Fork Fire Protection District collaborated on communication services, including leases at multiple fire stations
January 16, 2024	Fire Protection District Board approved locations and designs
January 2024	Verizon Wireless filed pre-application materials with County
March 2024	Attended pre-application meeting with County staff to determine permit requirements
March–July 2024	Outreach to Town of Minden officials to answer questions and address concerns
April 2024	Verizon Wireless and Fire Protection District completed lease negotiations
April 2024	Verizon Wireless filed zoning application with Douglas County and was referred to Town of Minden for initial submittal
June 2024	Verizon Wireless filed zoning application with Town of Minden
July 3, 2024	Verizon Wireless presented project to the Town of Minden Board
July 19, 2024	Verizon Wireless filed zoning application with Douglas County and Town of Minden
July 29, 2024	County staff determined that zoning application is complete
August 7, 2024	Town of Minden Board Meeting, recommends denial
September 10, 2024	Planning Commission denied application
September 24, 2024	Verizon Wireless filed appeal

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Project Design

- 80-foot monopole facility
- 900-square foot network equipment area surrounded by chain link fence with tan slats
- Equipment cabinets under snow cover
- Generator for emergencies
- Room for collocation by additional wireless carrier
- Fire Protection District has reserved space on the monopole



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Photo Simulations

Looking south from Maverik gas station



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This simulation relies upon an artist's depiction of the information provided by the applicant.
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Photo Simulations

Looking north from County Road

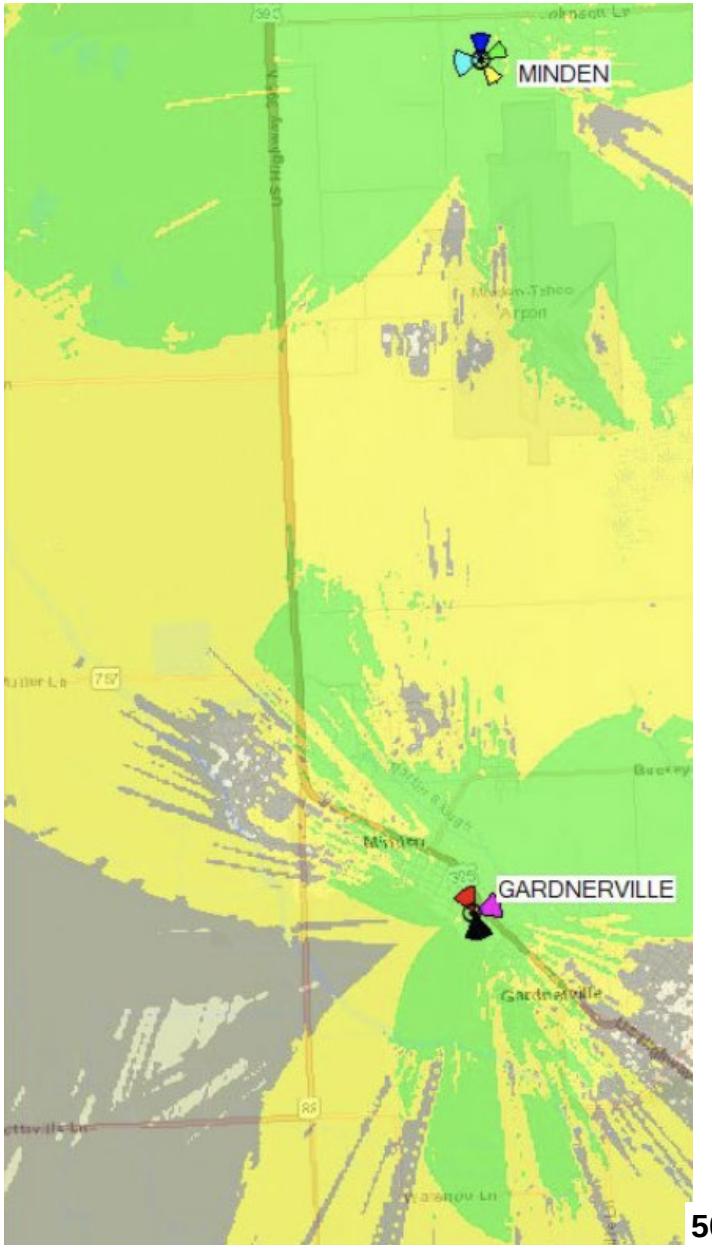


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This simulation relies upon an artist's depiction of the information provided by the applicant.
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Service Gap

- Gap in in-building coverage in west Minden area
- Lack of reliable in-building coverage in commercial and residential areas, including Douglas High School campus
- Gap in in-vehicle coverage along Highway 395 & 88 and local roads

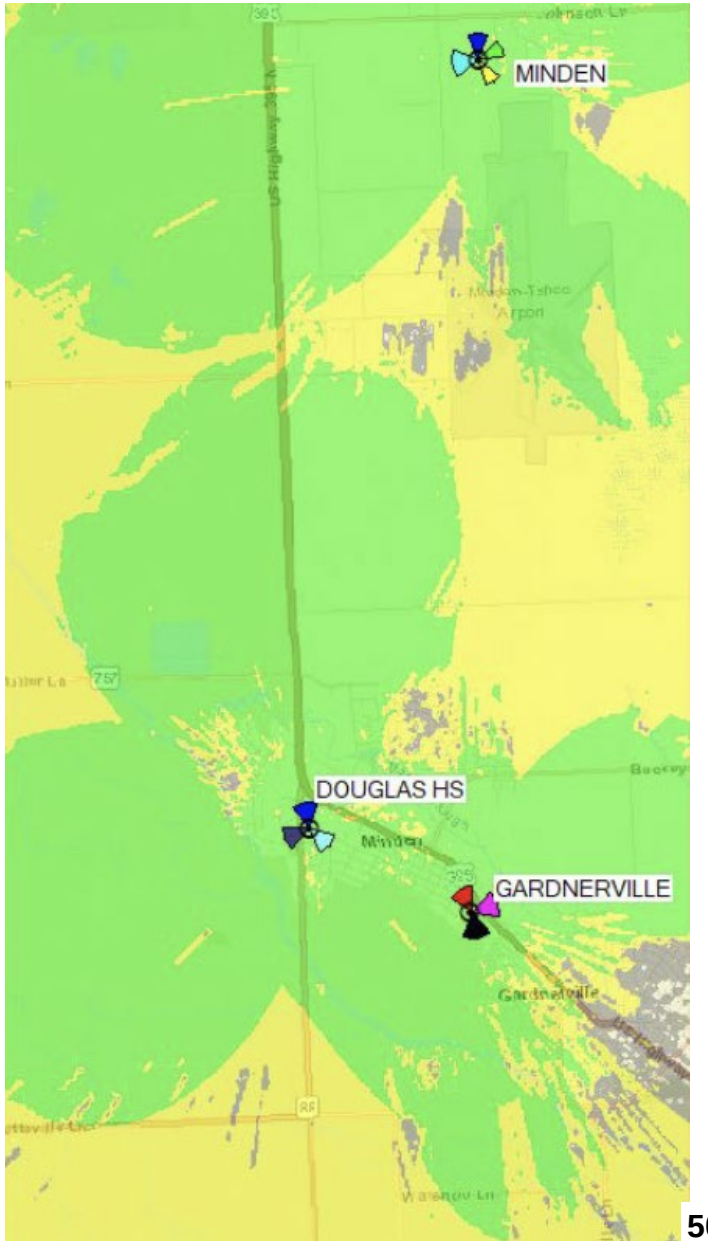


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Improved Service

- New reliable in-building coverage for west Minden residents, visitors, workers, and emergency personnel
- New reliable in-building coverage at High School, local hotels, offices, and other businesses
- Total new mid-band in-building coverage to 8.4 square miles with population of 1,370
- New reliable in-vehicle coverage along 3.7 miles of Highways 88 and 395, with 24,000 vehicle trips per day



RSRP Coverage

In-building	>= -85 dBm
In-vehicle	>= -95 dBm
Outdoor	>= -105 dBm

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Network Exhaustion

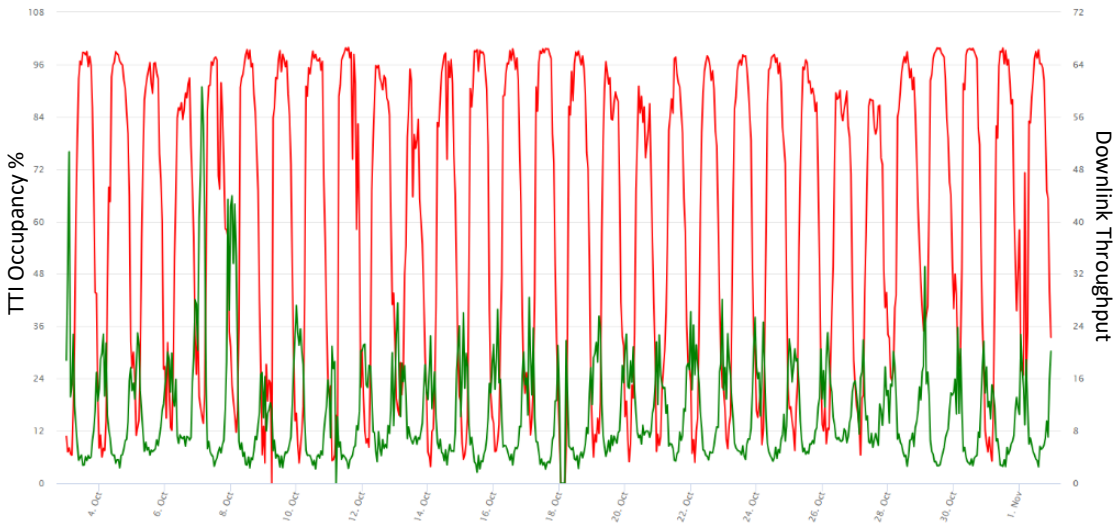
- **Increasing demand on distant Verizon Wireless Gardnerville facility 1.1 miles southeast, which must serve faraway users in west Minden**
- **As TTI occupancy increases, data throughput drops below 4 megabits/second many days**

TTI Occupancy
Percent of data resources used

Downlink Throughput
Data speed in megabits/second

Gardnerville Facility

Northwest-Facing Antenna Sector
Low-Band 700 MHz Frequency
October 3–November 1, 2024



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Local Support for Improved Service

- **On October 8, 2024, Verizon Wireless sent below text message to customers in local ZIP codes 89410 and 89423**

  Verizon Msg: Reply YES to this text to show your support for improved Verizon Wireless service in the Minden and Gardnerville area. Add a message to tell Douglas County officials that you support wireless facilities at Fire Stations 6 and 14 and on an existing tower on Waterloo Lane. Add your email address for more info and updates.

- **167 customers responded indicating support for proposed facilities, for example:**

  YES The service is really bad in Minden so adding additional towers would be great!

  Yes! Please add the tower. It is unsafe to have the kids at the high school unable to call parents. Thinking of switching service because of how bad the version service is

  Yes Very poor connection in Minden Village West

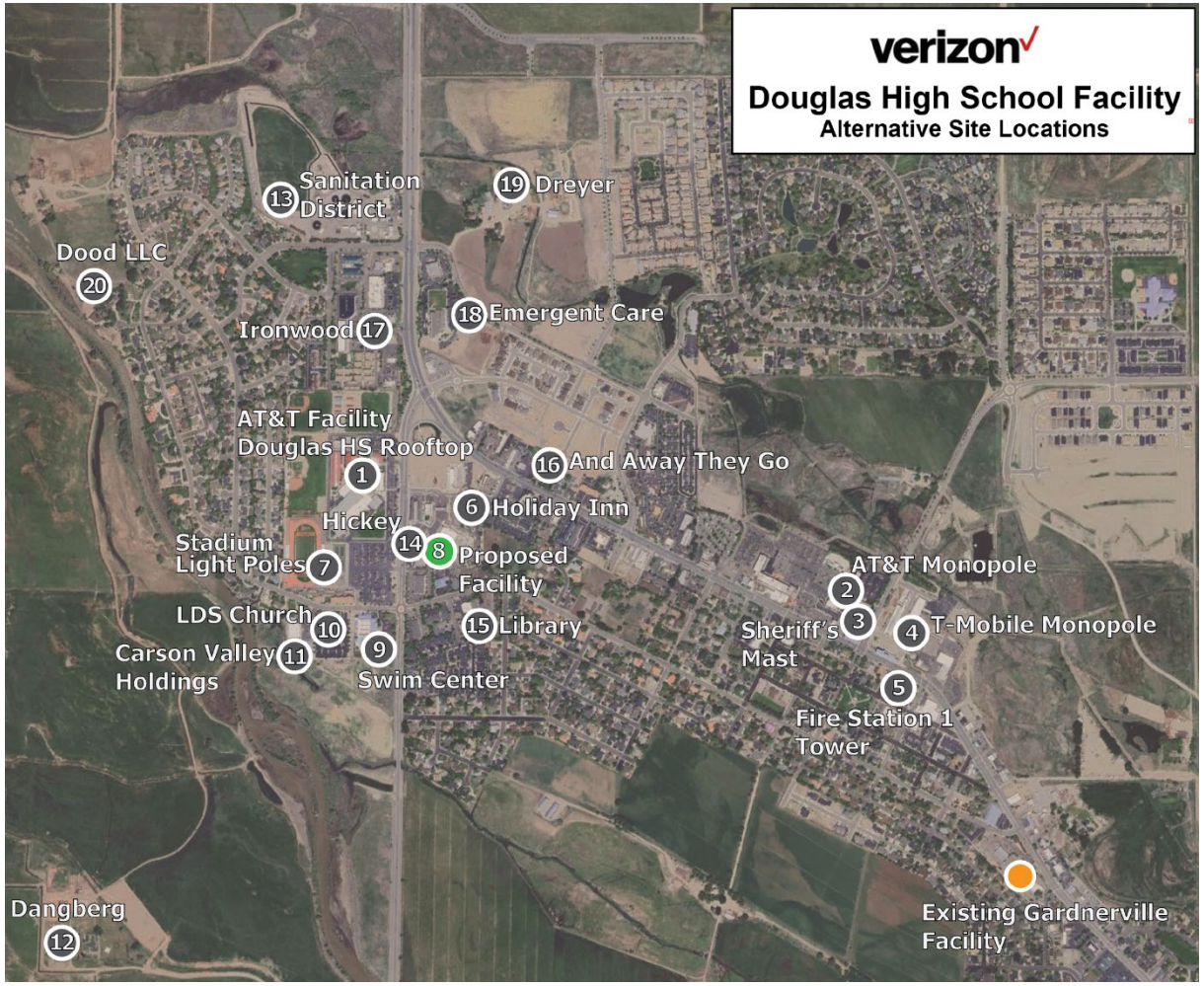
- **13 respondents opposed**

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Best of 20 Alternatives

- **Other locations discounted due to:**
  - **Inability to fill gap in service**
  - **Required setbacks**
  - **Lack of ground space or access**
  - **Unwilling landlord**



Proposed Facility
Alternatives
Existing Facility

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Principal Factors to Discount Alternatives

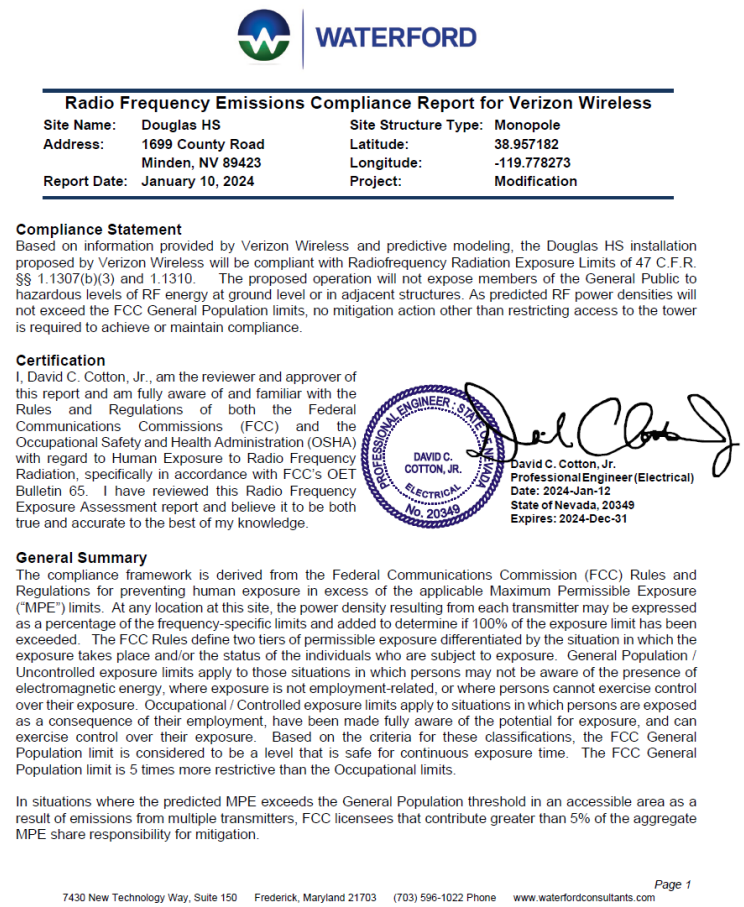
	Location	Cannot fill service gap	Restrictive setbacks	Lack of ground space or access	Unwilling landlord
1	AT&T Facility, Douglas High School	X			
2	AT&T Monopole	X			
3	Sheriff's Antenna Mast	X			
4	T-Mobile Monopole	X			
5	Fire Station 1 Tower	X		X	
6	Holiday Inn	X			
7	Field Light Poles at High School	X	X		
8	Proposed Facility				
9	Swim Center			X	
10	LDS Church				X
11	Carson Valley Holdings	X	X		
12	Dangberg Home	X			
13	Sanitation District	X	X		X
14	Hickey Building	X			
15	Library			X	
16	And Away We Go	X			
17	Ironwood Center	X			
18	Emergent Care	X			
19	Dreyer Ranch	X			
20	Dood LLC Ranch	X			

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Complies with FCC Guidelines

- **Engineer with Waterford Consultants confirmed that radio frequency exposure will be substantially less than FCC public limit**
  - 13.9% at ground level
- **Denial based on RF exposure preempted by federal law**



WATERFORD

Radio Frequency Emissions Compliance Report for Verizon Wireless

Site Name:	Douglas HS	Site Structure Type:	Monopole
Address:	1699 County Road	Latitude:	38.957182
	Minden, NV 89423	Longitude:	-119.778273
Report Date:	January 10, 2024	Project:	Modification

Compliance Statement

Based on information provided by Verizon Wireless and predictive modeling, the Douglas HS installation proposed by Verizon Wireless will be compliant with Radiofrequency Radiation Exposure Limits of 47 C.F.R. §§ 1.1307(b)(3) and 1.1310. The proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent structures. As predicted RF power densities will not exceed the FCC General Population limits, no mitigation action other than restricting access to the tower is required to achieve or maintain compliance.

Certification

I, David C. Cotton, Jr., am the reviewer and approver of this report and am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation, specifically in accordance with FCC's OET Bulletin 65. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

PROFESSIONAL ENGINEER · STATE OF NEVADA · DAVID C. COTTON, JR. · ELECTRICAL · No. 20349

David C. Cotton, Jr.
Professional Engineer (Electrical)
Date: 2024-Jan-12
State of Nevada, 20349
Expires: 2024-Dec-31

General Summary

The compliance framework is derived from the Federal Communications Commission (FCC) Rules and Regulations for preventing human exposure in excess of the applicable Maximum Permissible Exposure ("MPE") limits. At any location at this site, the power density resulting from each transmitter may be expressed as a percentage of the frequency-specific limits and added to determine if 100% of the exposure limit has been exceeded. The FCC Rules define two tiers of permissible exposure differentiated by the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. General Population / Uncontrolled exposure limits apply to those situations in which persons may not be aware of the presence of electromagnetic energy, where exposure is not employment-related, or where persons cannot exercise control over their exposure. Occupational / Controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment, have been made fully aware of the potential for exposure, and can exercise control over their exposure. Based on the criteria for these classifications, the FCC General Population limit is considered to be a level that is safe for continuous exposure time. The FCC General Population limit is 5 times more restrictive than the Occupational limits.

In situations where the predicted MPE exceeds the General Population threshold in an accessible area as a result of emissions from multiple transmitters, FCC licensees that contribute greater than 5% of the aggregate MPE share responsibility for mitigation.

Page 1

7430 New Technology Way, Suite 150 Frederick, Maryland 21703 (703) 596-1022 Phone www.waterfordconsultants.com

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Complies with County Requirements

- County wireless ordinance requires monopole design (§ 20.664.180)
- 80-foot monopole allowed in PF–Public Facilities zone
- Complies with height limit, so not subject to special setbacks
- Room on monopole for collocation of antennas by another carrier, and allows for collaboration with Fire Protection District
- Monopole satisfies findings for approval of major design review (§ 20.614.040)

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Approved by East Fork Fire Protection District

- **District Board unanimously approved lease on January 16, 2024**
- **Deputy Fire Chief described benefits including:**
  - **Increased access to 911**
  - **Wireless emergency alerts**
  - **District has reserved space for on the tower**
- **Director Barbara Griffin provided statement received from Sheriff Dan Coverly stating: "The Sheriff's office is 100% in support of this."**
- **Meeting minutes described District Board's support:**

Landlines are becoming non-existent. If there is a hole in service and a landline is not an option, people could face major issues. This is a good project for everyone involved.

—President John Bellona

The people saving lives are in favor of this. The Board would be negligent if they didn't support the first responders with the tools that can be provided. Cell communication is a large tool. The better the coverage, the better for everyone."

–Director Jacques Etchegoyhen

If there is a major incident within the District and the support of multi-agencies is needed, many of those agencies may be Verizon users.

—Secretary Mike Sommers

It serves the people who respond first, and enhances communications.

—Director Bernie Curtis

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Verizon Wireless's Appeal

- **Planning Commission denial based on only one Code design review finding, 20.614.040(B): "compatible with and preserves the character and integrity of adjacent development and neighborhoods..."**
- **Commission provided no analysis or evidence of noncompliance with finding**
- **Proposed Facility satisfies this finding because of location behind commercial buildings and ample setbacks from streets:**
  - 400 feet from County Road to south
  - 250 feet from Highway 88 to west
  - 820 feet from Highway 395 to north
- **Over 500 feet from closest residence, the townhomes 500 feet northeast**
- **Communication tower behind fire station in PF–Public Facilities zone is compatible with character of adjacent development**

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Federal Telecommunications Act Compels Approval

- **RF Compliance.** Denial cannot be based on concern over RF emissions because Proposed Facility complies with FCC exposure guidelines. (47 U.S.C. § 332(c)(7)(B)(iv))

- **Prohibition of Service.** Denial would be an unlawful prohibition of service because Proposed Facility is least intrusive alternative to fill a significant gap in service. (47 U.S.C. § 332(c)(7)(B)(i)(II)

- To avoid unlawful prohibition, County must raise a feasible less intrusive alternative, then allow Verizon Wireless to review it before a final decision

- Verizon Wireless willing to continue hearing for review of County-proposed alternatives

verizon

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Conclusion

Verizon Wireless's proposed facility provides:

- Solution to County, School District, and FCC coverage concerns
- Much-needed wireless communication infrastructure for existing and future residents, businesses, and visitors in west Minden
- Reliable communications for emergency services first responders in the community
- Enhanced infrastructure for local schools and improved economic development opportunities for local businesses
- Collaboration with Fire Protection District on improved communication needs

Request: Grant appeal, or in the alternative continue the appeal to allow Verizon Wireless to evaluate alternatives proposed by the County

verizon

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COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

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Building Division
Engineering Division
Planning Division
Code Enforcement

Appeal of Denial for Design Review Application DP24-0169

Background:

Appellant is Ginbar Ketema of Verizon Wireless, represented by Chris Hatch of Epic Wireless. The Appellant is contesting the denial of the Design Review based on not meeting Finding B in Douglas County Code Section 20.614.040. The subject property is located at 1699 County Road, Minden, NV in the Public Facility (PF) zoning district within the Minden Community Plan. The original applicant for DB24-0169 was Chris Hatch of Epic Wireless, representing Verizon Wireless. The property owner is East Fork Fire & Paramedic District. APN: 1320-30-802-004

The subject parcel is within the Minden Community Plan and owned by East Fork Fire Protection District (EFFPD), operating as Fire Station 14. The parcel is 1.50 acres and is approximately 235 feet from the intersection of County Road and State Route 88. This parcel contains a 4,960 square foot fully staffed fire station with training apparatus and storage behind it.

On July 19, 2024 a Major Design Review was submitted to Douglas County by Christ Hatch of Epic Wireless on behalf of Verizon Wireless. Verizon Wireless proposed to place an 80-foot monopole cell tower with network cabinets and a standby diesel generator within a 15-foot by 25-foot area, surrounded by an eight-foot chain link fence, at the rear of this 1.5-acre parcel. There will be space on the proposed tower for collocation of antennas for up to two or more additional wireless carriers as well as reserved space for EFFPD emergency service communications equipment.

Per exhibits presented by Mr. Hatch there is an existing large gap in coverage, especially inside the buildings of Douglas High School. The proposed location is to provide the missing wireless coverage inside the high school buildings as well as surrounding areas. Mr. Hatch's presentation included discussion and exhibits demonstrating the coverage gap and why this specific location was necessary. The proposed project was presented before the Minden Town Board at their meeting on August 7, 2024. After much discussion the application for design review was denied based on the project location.

This Major Design Review was presented before the Planning Commission on September 10, 2024. After consideration of numerous public comments and deliberation between the members of the Planning Commission, a vote of 6-1 for denial was made.

A Continuance Letter, attached herein as Exhibit A.

On or about September 23, 2024, Appeal Application DP24-0204 by the Appellant, Ginbar Ketema of Verizon Wireless, appealing the denial of Design Review for DP24-0169, based on the following finding:

20.614.040(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;

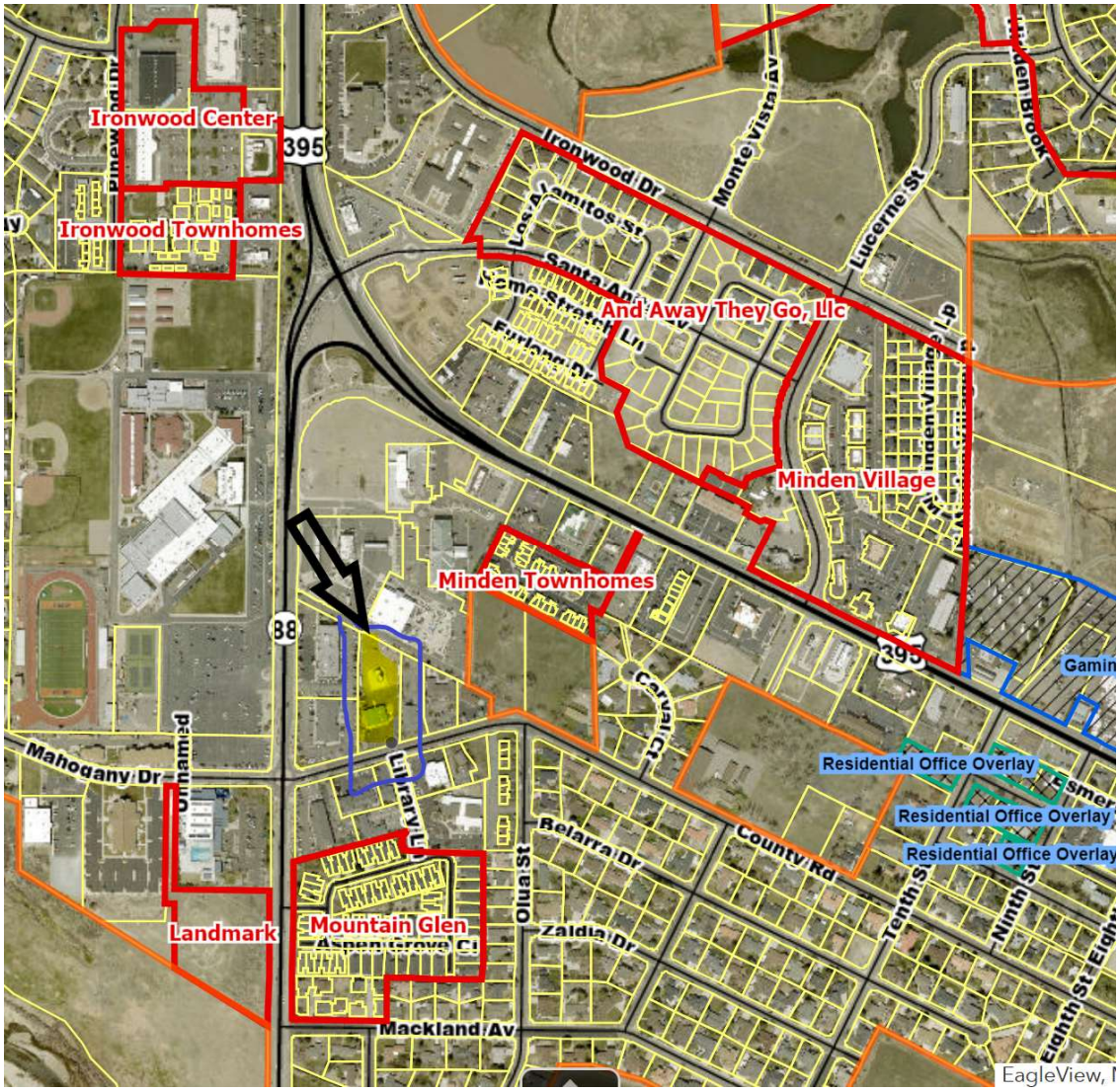
Planning Commission Response: This finding cannot be made. Even though the proposed development will be located at the rear of the 1.50-acre parcel, it is very visible and within the gateway to the Town of Minden. The monopole will be the tallest structure in Minden and even though it is designed to meet County Code, it is very unsightly to visitors and neighboring businesses and nearby residential areas. It is highly recommended to search for a more favorable location, possibly at the Minden-Gardnerville Sanitation District property.

Due to the land use agreement with East Fork Fire, Verizon does have an equitable interest in the subject property. It was agreed on December 5, 2024 that Verizon does have standing to appeal. Since standing to appeal was determined, discussion turned to the continuance of this appeal. A crucial item in determining the possibility of a continuance is what's known as a "shot clock", a timeline for final action determined by Federal law.

Mr. Paul Albritton, outside counsel for Verizon Wireless, stated that he did have authority to extend the "shot clock" for this continuance request. Therefore by unanimous decision, the Board of County Commissioners voted to approve the appeal to be continued until April 3, 2025.

This was followed up by a letter dated December 10, 2024 from William E. Peterson of Snell & Wilmer, on behalf of Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), extending the "shot clock" deadline to April 3, 2025.

Site Location



Recommended Motion:

Appellant, Ginbar Ketema of Verizon Wireless, represented by applicant Chris Hatch of Epic Wireless, has standing to appeal (as approved at the December 5, 2024 Board of County Commissioners meeting), therefore the Board of County Commissioners can:

1. Affirm the decision, upholding the denial of the Design Review, because the findings listed in DCC 20.614.040 are not met; or
2. Modify the decision, consistent with the provisions of Douglas County Code; or
3. Reverse the decision, approving the Design Review, subject to any applicable conditions, because the findings listed in DCC 20.614.040 are met.

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DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

Minden for Safe Tech Response in Opposition to Verizon Wireless Appeal of Planning Commission's Denial of Application DP24-0169 (Appeal DP24-0204) for Wireless Telecommunications Facility, 1699 County Road, Minden

Minden for Safe Tech opposes Verizon Wireless' ("Verizon") appeal of the Douglas County Planning Commission's ("Commission") decision on September 10, 2024 to deny the major design review application for the proposed wireless facility at 1699 County Road in the Town of Minden (the "Proposed Facility"). We support the Commission's decision to deny the application. As explained below, Verizon has not perfected its appeal so the Board lacks jurisdiction. Nor did Verizon's appeal raise all the issues that are necessary for it to secure the ultimate relief it seeks – Board approval of "the major design review application for the Proposed Facility." On the merits, the decision properly found that the Proposed Facility is not compatible with and would not preserve the character and integrity of adjacent development and neighborhoods. The decision is well-founded because of the community's concerns regarding aesthetics, visual impacts and impact on property values.

We urge the Board of Commissioners ("Board") to uphold this decision and deny Verizon' appeal. To best position the County in the event of judicial review, however, we urge the Board to supplement the written decision with specific findings and conclusions that will help any reviewing court better understand the basis for the denial.

1. Verizon did not properly perfect its appeal by providing a digital copy of the application material.

Code §20.28.020.C sets out the requisites of a notice of appeal to the Board. Among other things it requires use of a "form provided by the county." Verizon did use the form, but it did not provide all the materials required by that form. In particular, the form requires a "Digital Copy of Application Material." This means that the appellant must, as part of the appeal, provide the record that was before the lower body (here the Planning Commission). Code §20.24.040.B defines the content of the materials that must be submitted.[1] Verizon did not append any record material to its appeal materials. It failed to satisfy all the prerequisites to perfecting the appeal. The Board therefore lacks jurisdiction.

If the Board chooses to nonetheless go forward on the appeal even in the absence of a complete appeal record, it should deny the appeal on the merits. Minden for Safe Tech is attaching the materials from below that are cited in this Response in Opposition.

2. The Board should affirm the Commission's negative finding on section 20.614.040.B but supplement the findings and conclusions.

The Commission's September 18, 2024 decision is well founded and has substantial evidence support in the record (although Verizon did not provide that record despite the requirement that it do so). Minden for Safe Tech, however, recommends

[1] "B. The official record of the hearing shall include testimony and statements of personal opinions, the minutes of the meeting, all applications, exhibits and papers submitted and any proceeding before the body, all staff and advisory body or commission reports and recommendations, and the decision and reports of the body."

that the Board adopt more fulsome findings and conclusions in support of the same conclusion given the requirements in federal Communications Act, 47 U.S.C. §332(c)(7)(B)(iii). The Planning Commission decision explains that the denial is premised on applicant's failure to carry its burden of proving all the facts that are necessary for a positive finding under Douglas County Development Code ("Code") section 20.614.040.B. The Board has the authority to cure any shortcomings by entering supplemental findings as part of its role under Code §20.28.020.D and .E. Minden for Safe Tech is providing proposed findings for the Board's consideration as part of this Response in Opposition to Appeal.

3. **Verizon did not appeal the Commission's failure to make all required affirmative findings. Even if the Board reverses on subsection B it still cannot grant the permit.**

Code §20.614.040 requires the deciding body to "evaluate the impact of the design review on and its compatibility with surrounding properties and neighborhoods to ensure the appropriateness of the development." If it intends to grant the permit it must then make eight affirmative findings:

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;

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;

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;

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;

E. The proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties;

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;

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

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.

The Commission's September 18, 2024 Corrected determination letter states that "[t]he denial of approval is based on the lack of meeting Finding B (below) in Douglas County Code section 20.614.040," and then restates the subsection B finding that must be made before a permit can be approved. The letter does not address any of the other also-required findings in subsections A and C-H.

A. The Board cannot grant the permit even if the Board reverses the Commission's negative finding on §20.614.040.B.

The Commission did not enter any findings on any issue other than subsection B, so Applicant did not prevail on them below.[2] Code §20.28.020.E expressly states that the appellate body (here, the Board) "may affirm, reverse or modify only those items raised in the appeal." (Emphasis added.) Verizon has appealed only the Commission's negative finding on Code §20.614.040.B and did not appeal the Commission's failure to enter affirmative findings on any of the other seven issues. This is fatal to Verizon's case. Even if the Board for some reason decides the Commission was wrong under .B and reverses that finding it cannot go farther and enter the other seven required findings that are necessary to the approval of any permit. None of those issues are before the Board since Verizon did not contest the Commission's failure to enter affirmative findings on them. For this reason, the Board cannot grant Verizon's ultimate request that the Board "... approve the major design review application for the Proposed Facility."

B. Even if the Board did have jurisdiction over the other seven issues it could not enter affirmative findings on four of the other seven issues.

As noted above, in order to secure its desired permit Verizon must obtain affirmative findings for each of the eight issues in §20.614.040. A positive finding on one issue, .B alone, is not enough.

Minden for Safe Tech did not contest the application based on the issues covered in .C, .D, or .F. The group did, however, provide persuasive evidence bearing on .A., .B, .E, .G and .H. This evidence provides all the support that is necessary for the Board to deny the permit under any of them.

---

[2] Some of the individual Commissioners expressed the opinion Verizon had satisfied one or more of them (and especially the design requirements), but the motion passed by the Commission majority did not include any mention of or intention to adopt a positive finding on any of the other required findings.

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;

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;

E. The proposed development incorporates features to minimize adverse effects, including visual impacts, of the proposed development on adjacent properties;

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

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.

As shown below, there is more than substantial evidence justifying the negative finding on .B but equally important the evidence does not support affirmative findings on any of .A., .B, .E, .G or .H.

Section 20.614.040.B requires an affirmative finding that 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. ..." Subsection E requires a finding that the proposal "minimizes adverse effects, including visual impacts, of the proposed development on adjacent properties." Subsection G mandates compliance with the County's design criteria. The design criteria do not specifically address wireless facilities, but they repeatedly emphasize the need to limit adverse impacts on adjoining or nearby properties. Any approval must include a subsection H finding that approval will not "result in material damage or prejudice to other property in the county."

The Proposed Facility is not compatible with and does not "preserve the character and integrity of adjacent development and neighborhoods." The Proposed Facility will present a permanent visual blight that detracts from the neighborhood and devastates sweeping majestic views. It will inflict a loss to the quality and beauty of the landscape. It will negatively impact (materially damage and prejudice) nearby properties. Such considerations lie at the heart of land use and planning. They are,

ultimately, why there is a zoning law and its associated design mandates: to maintain aesthetics and ensure that unsightly infrastructure is not placed helter-skelter in inappropriate locations. The Proposed Facility will be a visual nuisance and have a significant adverse impact on nearby properties.

Verizon's assertion that the facility's placement behind buildings is sufficient to preserve the town's character fails to acknowledge the visual disruption caused by such a tall, industrial structure. An 80-foot monopole would dominate the visual landscape, degrade the aesthetic cohesion, depreciate or repress property values and dissuade future development or improvements that align with the character of the area. The proposed site is in a PF-Public Facilities zone but there are many small businesses and residential properties within the 600-foot notice radius. *See* Appeal Mailer list, DP24-0204 (listing property owners within 600 feet). These small business and residential properties are at the heart of Minden's character and this proposed tower will disrupt and destroy that look and feel. The tower will be the first thing people see when they enter the town using the main highway. It will be the most prominent feature in their rear-view mirror as they leave. This blighted view will mar people's first and last impressions of an otherwise scenic desert town as they drive through, making them less likely to consider living there, buying a second home or establishing a new small business.

4. <u>The tower will reduce property values of nearby properties.</u>

Development Code §20.01.020 provides that one purpose of the zoning law is to "enhance property values." This purpose is reflected in several of the Code §20.614.040 required findings, including .B but also .A, .E and .H. It is implicitly part of .G because that subsection requires adherence to the design criteria and those criteria repeatedly emphasize the need to limit adverse impacts on adjoining or nearby properties. Subsection H requires an express finding that the proposed development "...will not result in material damage or prejudice to other property in the vicinity." NRS Section 707.(d)(3) and (4) indicate the Legislature also recognized the need to minimize negative visual or aesthetic impacts to the public. This is a legislatively-created mandate to protect nearby property owners and businesses.

The County can therefore deny this appeal if the tower will reduce or repress property values. Property value impact can be addressed through lay testimony if it pertains to the witness's own property. Courts have, however, sometimes required that this topic be addressed through expert testimony. A fair survey and application of the majority rule precedent appears in *TowerNorth Dev., LLC v. City of Geneva*, 2024 U.S. Dist. LEXIS 25720, *56-65 (N.D. Ill., Feb. 14, 2024). Verizon did not offer any expert or lay testimony or evidence that the projects would not negatively impact property values in the vicinity. Minden for Safe Tech, however, supplied an expert opinion by Tia Elges, a licensed realtor located in Gardnerville. Her opinion letter and its attachment were submitted to the Commission and are part of the materials attached to this Response in Opposition to Appeal. Her expert opinion concludes that the tower in issue "would, if approved and then built, negatively impact the property values of the nearby neighborhoods."

The Elges expert opinion is supported by published literature. She reviewed and relies on several studies, including those presented to and found persuasive by the federal court in *TowerNorth, supra* at *15, n. 10. As that court noted, one study found "homes closer to cell towers selling at (generally) larger discounts," such that homes within 500 feet of a tower sold at a 7.6% discount, and that homes suffered a "still negative and statistically noticeable" effect up to 1500 feet away from a tower. Joseph Hale & Jason Beck, The Disamenity Value of Cellular Phone Towers on Home Prices in Savannah, Georgia, 18(8) The Empirical Econ. Letters 871, 875 (Aug. 2019). "Another found a decline in housing prices for residences within 0.72 kilometers of clearly visible cell towers, ranging from between 2.46% and 9.78%." Ermanno Affuso et al., Wireless Towers and Home Values: An Alternative Valuation Approach Using a Spatial Econometric Analysis, 56 J. Real Est. Fin. Econ. 653, 670 (2018). A third found that "prices of properties decreased by just over 2%, on average, after a tower was built," which "diminished with distance from the tower and was almost negligible after about 656 feet." Sandy Bond, The effect of distance to cell phone towers on house prices in Florida, Appraisal J. (2007).

Applicant did not offer any evidence to negate the potential adverse impacts to adjoining property values and did not try to rebut Minden for Safe Tech's expert testimony or the additional lay testimony of many others who presented additional lay testimony that the project will have a negative impact on nearby property values, thereby materially damaging and prejudicing nearby properties. The Board should deny Verizon's appeal because of adverse effects.

5. The application was denied based on aesthetics, not on the specific design requirements.

The Commission was aware of the design requirements and extensively discussed them. It ultimately concluded that even if the proposed design complied with the general design criteria it still would not be appropriate because of the aesthetic impact of the monopole in this specific context and location. The Code requires a monopole design, but even if Proposed Facility complies with that mandate, the issue lies in the visual blight that will flow from *this specific project*. The monopole, regardless of its potential compliance with technical requirements, is aesthetically disruptive to the character of the community. The Commissioners' and residents' objections are rooted in concerns about how this unsightly structure will negatively impact community character and depreciate property values. Therefore, the denial is based on legitimate concerns over aesthetics, which are fully within the purview of the Commission's authority.

6. The Commission did not deny the application based on public concern about RF emissions.

While the Planning Commissioners and members of the public spoke of concern about radio frequency emissions from the Proposed Facility during the September 10, 2024, public hearing, the Commission did not deny the application based on concern over RF emissions.[3] The Commission's denial was based on Verizon's failure to carry

[3] Minden for Safe Tech continues to contend that Verizon did not adequately show that exposures would be within FCC limits, which is a prerequisite for application of the restriction in 47 U.S.C. §332(c)(7)(B)(iv). *See* attached Minden for Safe Tech Opposition pp. 13-15.

its burden of proving entitlement to a positive finding under Douglas County Code section 20.614.040.B, which has nothing to do with the environmental effects of RF radiation.

7. Denial does not violate, prohibit or effectively prohibit service.

The denial does not violate the "effective prohibition" restriction in 47 U.S.C. §332(c)(7)(B)(i)(II). First, Verizon did not prove that denial would constitute an effective prohibition because its evidence of need was inadequate. Second, "regulations focused on legitimate local objectives, such as ordinances requiring installations to conform to the character of the neighborhood" are not precluded by the "effective prohibition restriction." *See City of Portland v. United States*, 969 F.3d 1020, 1031 (9th Cir. 2020). The court, in the context of aesthetics requirements, noted that "[w]e do not see how all such regulations, designed like traditional zoning regulations to preserve characteristics of particular neighborhoods, materially inhibit, materially limit, or effectively prohibit the deployment of 5G technology." 969 F.3d at 1042. A local authority can deny a proposal even where there is a proven need if the specifics do not conform to the character of the neighborhood, as is the case here.

The Commission's denial was based on valid zoning considerations, which local authorities are fully permitted to use when making decisions. Local zoning authorities retain the right to deny applications under 47 U.S.C. §332(c)(7)(A), if the denial is based on substantial evidence, there are legitimate concerns unrelated to RF emissions, and the decision is put in writing and adequately explained.

Verizon did not provide the kind of evidence that is necessary to prove its contentions on effective prohibition. The drive and stationary testing information was inadequate and opaque. The gap coverage maps were hard to read and understand, the underlying data was not disclosed so the results are not reproducible and Verizon's claim it lacked coverage in several locations is inconsistent with its representations to the FCC that coverage in those locations is adequate. See attached Minden for Safe Tech Opposition, pp. 9-13. There was also testimony and other data indicating no actual coverage gap exists.

Further, alternative locations or designs should have been better explored before considering such a visually intrusive facility. Minden for Safe Tech observed, for example, that Verizon did not investigate whether it could solve any coverage problems by upgrading the equipment at its current facilities. See attached Minden for Safe Tech Opposition, p. 13.

The Commission's decision does not transgress the restriction in 47 U.S.C. §332(c)(7)(B)(i)(II). Rather, it ensures that local interests and aesthetics are appropriately considered. The Board should deny Verizon's appeal, uphold the Planning Commission's decision, and provide additional findings and conclusions in support of that outcome.

Minden for Safe Tech reserves the right to supplement these grounds for opposition prior to the appeal hearing.

PROPOSED ADDITIONAL FINDINGS TO SUPPORT THE NEGATIVE DETERMINATION ON DOUGLAS COUNTY CODE SECTION 20.614.040.B

If the Board of Commissioners chooses to consider the merits of Verizon's appeal it should supplement the Planning Commission's determination that Verizon did not carry its burden of proving entitlement to a positive finding under Douglas County Code section 20.614.040.B. Minden for Safe Tech offers the following proposed findings:

The Board of Commissioners, exercising its duties and powers as an appellate body under County Code section §20.280.020.D and .E., affirms the Planning Commission's ultimate conclusion that that Verizon did not prove it was entitled to an affirmative finding under Douglas County Code section 20.614.040.B. The Board of Commissioners, however, modifies the determination by supplementing the Commission's findings, as follows.

1. The evidence shows that the proposed development is not compatible with adjacent development and neighborhoods.

2. The evidence shows that the proposed development will not preserve, but will instead detract from, the character and integrity of adjacent development and neighborhoods.

3. The expert and lay testimony of record persuasively shows that the proposed development will reduce or repress property values in surrounding and nearby neighborhoods.

4. The Applicant did not propose any improvements or modifications to mitigate development related adverse impacts or effects to adjacent development and neighborhoods.

5. The evidence, when taken as a whole, shows that the proposed development will disrupt scenic views and inflict a loss to the quality and beauty of the landscape.

6. The evidence, when taken as a whole, shows that the proposed development will have negative visual and aesthetic effects.

7. The location (1699 County Road, Minden, NV) is not appropriate for the proposed development based on its anti-aesthetic effects and its negative impact on surrounding and nearby neighborhoods, properties and businesses. The proposed location is also inappropriate because a tower of this height will stand out in relation to surrounding features and buildings. It will be immediately visible to and stand out for those entering the town of Minden via Highway 88.

8. The Board of Commissioners, acting as an appellate body under County Code §20.28.020, has taken guidance from the statement of purpose underlying the regulation of land expressed in NRS 278.020. By this action, the Board of Commissioners is acting to promote the general welfare of the community by regulating the location of the proposed structure in order to preserve the characteristics of the area, including valuable scenic views, and to prevent a loss in surrounding business and residential property values.

Attachment to Minden for Safe Tech Response in Opposition to Verizon Wireless Appeal

Minden for Safe Tech Opposition to Application Submitted to Planning Commission



Internet Communications Utilities Regulation

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Minden for Safe Tech Opposition

From: W. Scott McCollough, Principal, McCollough Law Firm, PC.
To: Douglas County Planning Commission, via email to planning@douglasnv.us
Kirk Walder (Chair), kirkwalder@comcast.net
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Laurie Lile, llile1013@yahoo.com
David Nelson, dave@davenelsonrealtor.com
Date: Submitted September 9, 2024, for September 10, 2024 meeting
Subject: Minden for Safe Tech Written Opposition – Meeting Agenda Items 1 and 2:
Item 1: "Douglas HS," Major Design Review application DP 24-0169 to allow an 80-foot (monopole) cell tower and associated network equipment within a 15-foot by 25-foot fenced equipment area, to include network cabinets and a standby diesel generator. 1699 County Road, Minden, NV in the Public Facility (PF) zoning district within the Minden Community Plan. APN: 1320-30-802-004.

Item 2: "Heybourne," Major Design Review application DP 24-0170 to replace an abandoned cell tower with an 80-foot (monopole) cell tower and associated network equipment within a 30-foot by 30-foot fenced equipment area, to include network cabinets and a standby diesel generator. 1450 Stephanie Way, Minden, NV in the Public Facility (PF) zoning district within the Johnson Lane Community Plan. APN: 1420-27-401-011

Minden for Safe Tech, a grassroots group of local residents that collectively oppose the two projects to be addressed in Agenda Items 1 and 2,[1] requested that this firm prepare and submit this written Opposition. Individual members each have their own reasons for not wanting one, the other or both applications at the proposed locations. Many of them will attend the hearing and speak in opposition to the proposed tower.[2] This Opposition will go into more detail on some of the topics and provide a

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[1] Development Code §20.20.030.A.2.d requires that a minimum of 30 parcels receive direct mailed notice if there are fewer than 30 parcels under the default notice radius. The "Vicinity Map" supplied by the Applicant for the "Heybourne" site, however, appears to include only 28 parcels. There is also a potential problem with the mailed notice requirement. There is no verification mailed notice was received by each person entitled to personal notice at least 10 days prior to the hearing for both sites. Development Code §20.20.030.A. The Minden for Safe Tech members have actual notice of the hearing, so we do not seek a continuance or reset based on notice failure. We raise this issue only to advise the Commission that others may not have received notice in conformance with Development Code Chapter 20.20.

[2] Substantial public opposition, even if by lay witnesses, can serve as substantial evidence supporting

comprehensive rationale for denial, based on the procedural and substantive provisions in the County Development Code and otherwise-applicable state or federal laws.[3] This single document addresses both projects. Minden for Safe Tech requires that a copy be placed in the record for each proceeding.

This Opposition sets out some of the many reasons the applications should be denied but begins by noting that applicants for special use permits have the burden of going forward, and then ultimately the burden of proof and persuasion. *Coronet Homes v. McKenzie*, 84 Nev. 250, 254, 439 P.2d 219, 222 (1968) (citing NRS §278.020). The application and supporting materials must establish a *prima facie* case in the first instance on all elements. Applicant must demonstrate that each and every substantive requirement in the Development Code and Design Guidelines has been met. Even more specifically, the applicant must supply persuasive evidence that will support each of the mandatory findings in Development Code §20.604.060 and demonstrate compliance with the standards set out in §20.664.180. When faced with arguments and evidence like that presented herein and at the hearing, the applicant has the burden of overcoming those factual claims with persuasive rebuttal evidence. The Commission can grant these permits *only* if it *affirmatively finds* that the applicant has complied with all procedural requirements and meets each of the standards established in the Development Code. *See, e.g.*, NRS §707.575.1(b)(2). If the Commission does not have enough evidence to support *each* individual standard it must find that it is unable to make all necessary findings and deny the application. *See, e.g., Reno Christian Fellowship v. Washoe Cnty.*, No. CV21-00266, 2022 Nev. Dist. LEXIS 660, *8 (Second Jud. Dist – Washoe County, June 7, 2022).

As shown below, the applicant has failed to present a *prima facie* case in several respects and for that reason alone both applications must be rejected at the forefront. The Commission should grant the equivalent of summary judgment and deny the applications on the merits. If the Commission decides to move forward it can only grant the permits (with or without conditions) if the applicant adequately rebuts the specific contentions presented below and the other evidence adduced at the hearing. *See, Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev. 523, 528, 530, n.19, 96 P.3d 756 (2004).

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denial of a special use permit when the subject is not one that necessarily requires expertise. *City of Las Vegas v. Laughlin*, 111 Nev. 557, 560, 893 P.2d 383, 385 (1995); *Boulder City v. Cinnamon Hills Assocs.*, 110 Nev. 238, 249, 871 P.2d 320, 327 (1994). Compatibility with the surrounding area, existing uses and scenic views can be dealt with through lay testimony if it is sufficiently specific and fact-based. *Nevada Contractors v. Washoe County*, 106 Nev. 310, 313, 792 P.3d 31 (1990).

[3] Some individual members in the group along with others in the community have, and may express, serious reservations about whether the FCC's current limits on human exposures to radiofrequency radiation adequately protect people or the environment. Minden for Safe Tech recognizes that federal law does not permit this Commission to deny the application based on health or environmental concerns *if Verizon adequately demonstrates that exposures will be within the FCC maximum permitted exposure limits*. The County can deny the permits, however, if it finds Verizon has not carried its burden of proving that its equipment will not exceed FCC limits. Part 8 below explains why the application materials do not prove compliance and this is a permissible basis for denial.

1. The towers are visually obtrusive and aesthetically displeasing.

The Commission will hear from many residents on this topic. They will generally testify that each of these towers will present a permanent visual blight that detracts from each neighborhood and devastate sweeping majestic views. They will inflict a loss to the quality and beauty of the landscape.

Such considerations lie at the heart of land use and planning. They are, ultimately, why there is a zoning law and its associated design mandates: to maintain aesthetics and ensure that unsightly infrastructure is not placed helter-skelter in inappropriate locations.

2. The towers will reduce property values of nearby properties.

Development Code §20.01.020 provides that one purpose of the zoning law is to "enhance property values." Development Code §20.604.060.H requires an express finding that the proposed special use "will not be materially detrimental to the public health, safety, convenience and welfare, and will not result in material damage or prejudice to other property in the vicinity." Development Code §20.604.070 says that "If the appropriateness of the use cannot be assured at the location, the application for special use permit shall be denied as being incompatible with existing uses or uses permitted by right in the district." The County's Design Criteria and Improvement Standards do not specifically address wireless facilities, but they repeatedly emphasize the need to limit adverse impacts on adjoining or nearby properties. NRS Section 707.(d)(3) and (4) indicate the Legislature also recognized the need to minimize negative visual or aesthetic impacts to the public and this also indicates a desire to protect nearby property owners. If these towers will reduce property values, the Commission has the authority to deny the permits.

Property value impact can be addressed through lay testimony if it pertains to the witness' own property. Courts have, however, sometimes required that this topic be addressed through expert testimony. A fair survey and application of the majority rule precedent appears in *TowerNorth Dev., LLC v. City of Geneva*, 2024 U.S. Dist. LEXIS 25720, *56-65 (N.D. Ill., Feb. 14, 2024).

The applicant did not offer any testimony or evidence that the projects would not negatively impact property values in the vicinity. Minden for Safe Tech, however, has secured an expert opinion by Tia Elges, a licensed realtor located in Gardnerville. Her opinion letter and its attachment are set out in Exhibit 1. Her expert opinion concludes that the two towers "would, if approved and then built, negatively impact the property values of the nearby neighborhoods where the towers are visible."

The Elges expert opinion is supported by published literature. She reviewed and relies on several studies, including those presented to and found persuasive by the federal court in *TowerNorth, supra* at *15, n. 10. As that court noted, one study found "homes closer to cell towers selling at (generally) larger discounts," such that homes within 500 feet of a tower sold at a 7.6% discount, and that homes suffered a "still negative and statistically noticeable" effect up to 1500 feet away from a tower. Joseph Hale & Jason Beck, The Disamenity Value of Cellular Phone Towers on Home Prices in Savannah, Georgia, 18(8) The Empirical Econ. Letters 871, 875 (Aug. 2019). "Another

found a decline in housing prices for residences within 0.72 kilometers of clearly visible cell towers, ranging from between 2.46% and 9.78%." Ermanno Affuso et al., Wireless Towers and Home Values: An Alternative Valuation Approach Using a Spatial Econometric Analysis, 56 J. Real Est. Fin. Econ. 653, 670 (2018). A third found that "prices of properties decreased by just over 2%, on average, after a tower was built," which "diminished with distance from the tower and was almost negligible after about 656 feet." Sandy Bond, The effect of distance to cell phone towers on house prices in Florida, Appraisal J. (2007).

Applicant has not offered any evidence of no adverse impact to property values. Minden for Safe Tech has supplied expert testimony, and will present additional lay testimony, that each project will have a negative impact on nearby property values. Applicant must at least rebut our showing with persuasive expert testimony that these projects will not negatively affect nearby property owners' precious investments in their homes and businesses. Should it attempt to do so we reserve the right to submit questions or provide a response to that effort. As it stands, however, the Commission should deny the permits because of adverse effects.

3. The "Douglas HS" tower will unreasonably and negatively impact existing nearby businesses.

One major focus in the Development Code is ensuring there will not be untoward negative impact on nearby properties and businesses. The Design Guidelines also repeatedly address adverse effects. Development Code §20.604.060 requires that the Commission "evaluate the impact of the special use on and its compatibility with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location and make the following findings:

> A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations.
>
> B. The proposed use 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, to mitigate such impacts;
>
> E. The proposed use incorporates features to minimize adverse effects, including visual impacts and noise, of the proposed special use on adjacent properties;
>
> H. The proposed special use will not be materially detrimental to the public health, safety, convenience and welfare, and will not result in material damage or prejudice to other property in the vicinity."

As the Commission will hear, these findings cannot be made for either project, but this is especially so for "Douglas HS." There are several small businesses whose

future rests in the Commission's hands because a tower looming over their establishments will lead to financial ruin and the loss of their valuable services to the community. For example, Allie and Friends Daycare has been next door to the proposed tower site for 15 years. This critical facility provides childcare and education to 105 children between the ages of 12 months and 5 years. The building was specially-designed and purpose-built for childcare. The school's backyard gives the children a pleasant and relaxing view of beautiful mountains that will be completely blocked if the tower goes in. Every parent is always concerned about safety – whether from risk of electrical fire, structural failure or other potential events. The proprietor has heard from a majority of the parents of current attendees that if the tower is placed into operation they will remove their children. That would undoubtedly lead to closure. We understand that a nearby dance studio with 270 students will be similarly impacted.

The application does not address potential adverse effects on existing businesses near the proposed projects. The Commission, however, is required to determine there will be none or only minimal negative impacts. That is not so here, at least as to "Douglas HS."

4. The two towers are too close to nearby residential and business properties.

Both towers will be 80 feet tall (or potentially higher) but will also be less than 80 feet from the property line. The fall zone and debris fields would therefore put adjoining properties, buildings and people at risk. There is an existing gas main within 75 feet of the Douglas site. If that tower falls it may set off an immense fire. The towers' proposed locations are not appropriate, and applicant has not proven its structural design is safe.

Development Code §20.800.040 adopts the national model safety codes, along with the "Northern Nevada Amendments."[4] The Building Code is one of the specifically incorporated safety codes, so it sets out "the minimum requirements for the promotion of the public health, safety, and general welfare" Development Code §20.800.060. Development Code §20.800.060. No permit can authorize plans, specifications or computations that are inconsistent with these codes. Development Code §20.800.070.A.

Development Code §20.604.060.G and H require express findings that the proposed special use "complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed special use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title" and "[t]he proposed special use will not be materially detrimental to the public health, safety, convenience and welfare, and will not result in material damage or prejudice to other property in the

[4] The FCC has specifically held that local zoning authorities are not preempted from applying generally-applicable health and safety codes or requiring documentary proof of compliance with safety codes. *In re Broadband Deployment by Improving Wireless Facilities Siting Policies*, 29 FCC Rcd 12865, 12943-12956, 12951, 12962 (October 21, 2014)("we clarify that our documentation restriction does not prohibit States and local governments from requiring documentation needed to demonstrate compliance with any such applicable codes.") *See also In re Implementation of State & Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests*, 35 FCC Rcd 5977, 5989, 5999 (2020).

vicinity." Development Code §20.604.070 says that "[i]f the appropriateness of the use cannot be assured at the location, the application for special use permit shall be denied as being incompatible with existing uses or uses permitted by right in the district." The Commission must therefore be able to affirmatively find – based on the evidence before it at the time of decision – that the applicant has proven the proposed use "complies" with applicable safety codes and the use is "appropriate."

The Staff Report for each project suggests that the Commission could impose code compliance as a "condition" to the permit. This implies the Commission can assume compliance by delegating the question to the Building Official for deferred enforcement and verification at the building permit stage. Development Code §20.604.060.G, however, uses the present tense, not the future tense, so it does not allow deferral and delegation. Subsection G requires that this Commission find that the proposed use "complies." If deferral was allowed, the usage in G would be like that in H and say "will comply."

Deferring assessment and adjudication of the safety code issue to the building permit process will also risk a "shot clock" problem. The FCC has made it plain that the shot clock rules apply to "all authorizations necessary for the deployment of personal wireless services infrastructure" and this includes building permits that follow the land use authorization. *See In re Accelerating Wireless Broadband Deployment by Removing Barriers et al.*, 33 FCC Rcd 9088, 9155-9159, ¶¶132-137 (Sep. 2018) ("*Small Cell Order*"). A substantial contest later over safety code compliance may end up taking more time than allowed by the FCC-default "reasonable period of time" for new wireless facilities. The Commission therefore must resolve code compliance now, not later.

The Nevada Building Code Chapter 16 "Structural Design" therefore governs. The notations to Building Code Section 1602.1 incorporates ASCE 7 as a reference. Section 1603.1.4 sets out specific *required* wind design data that must be "shown," including:

> 1. Basic design wind speed, V, miles per hour and allowable stress design wind speed, V_{asd}, as determined in accordance with Section 1609.3.1.
>
> 2. Risk category.
>
> 3. Wind exposure. Applicable wind direction if more than one wind exposure is utilized.
>
> 4. Applicable internal pressure coefficient.
>
> 5. Design wind pressures to be used for exterior component and cladding materials not specifically designed by the registered design professional responsible for the design of the structure, psf (kN/m^2).

Building Code Section 1609.1 requires that the structure "be designed to withstand the minimum wind loads prescribed herein" and 1609.1.1 mandates compliance with Chapters 26-30 of ASCE 7. Section 1609.3, Basic design wind speed, note 4 requires that "special wind regions shall be examined for unusual wind conditions. The rest of Chapter 16 goes into great detail on how to calculate and then design for load-bearing structures like telecommunications towers.

Applicant's submitted plans do not contain a structural integrity analysis or a geotechnical analysis.[5] Exhibits 2 and 3 hereto are opinion letters from a professional engineer who reviewed each of the two project plans to determine conformity with the applicable safety code requirements. Engineer Bonner observes that the plans do not include sufficient foundation and structural designs for monopoles of this size and the materials provided do not acknowledge that the areas in question are within the "special wind region" and therefore must be "examined for unusual wind conditions "in accordance with Section 26.5.3 of the ASCE/SEI 7-22 Minimum Design Loads and Associated Criteria for Building and Other Structures." He further notes that code compliance cannot be assessed without a geotechnical analysis report for the foundation design at the proposed sites. He opines that approval is not indicated unless and until the applicant provides a complete design, with supporting calculations and documentation.

The Commission cannot approve the proposed structural design because there is not enough information to justify the findings that must be made with any decision to approve.

5. The backup generators, fuel tanks and towers are too close to adjoining properties.

The plans ("Heybourne" Sheet A-1.2, "Douglas HS" Sheet A-1.3) indicate an intent to place a 30 KW diesel generator, 210-gallon diesel storage tank and batteries about 15-20 feet from the property line. There is, however, not enough meaningful detail on the proposed generator, fuel tank or batteries to fully assess the safety and propriety of the projects and the proposed locations on the project sites.

Addressing the fuel tanks first: Development Code 20.664.160 governs "Stationary tank storage (above ground)" and appears to apply to the proposed tanks. Subparagraphs 20.664.160.B.2 and 3 require fire chief/fire marshal determinations "there is no increased threat to fire safety." There does not appear to be any such determination in the record. The location must meet all setback requirements, and the application must "show" "clearance to property lines, structures, unprotected openings and public ways." Subparagraph 20.664.160.B.7 provides that "[g]rade shall slope from the tank and dispensing areas away from any structure." The grading and drainage plans reveal structures on the project site, but do not prove there are no downgrade buildings on adjoining structures. Indeed, it appears there may be a building directly downgrade from the tank on the next property over for the "Douglas HS" site but one cannot tell for sure because the elevation markings on the plan do not extend past the fire district property line. Subparagraphs 20.664.160.B.10 and 11 require that the tanks be constructed with two-hour resistive construction and be double wall, and preferably a storage vault. The plans do not show compliance with these mandates or preferences.[6] There is also not enough information to determine compliance with the requirements in

[5] Each Grading and Drainage Plan expressly states in the "Plan Notes" that no geotechnical analysis was conducted.

[6] The plans do indicate the tanks will be UL 142 rated. *See* §22.664.160.C.2.

§20.664.160.C.4-.8. The plans do not address vents, grounding or openings and fill pipes.[7]

Applicant has not provided all the evidence that is necessary to prove compliance with the storage tank provisions in the Development Code. There is therefore a risk to adjoining properties and any members of the public that may be in the area. This is so even if the chosen location nominally meets the setback requirements for the applicable zoning district.

As to the tower, the plans state the current proposal is to just barely meet the 80-foot limitation in Development Code §20.664.180.A.2. But as engineer Bonner notes, the plans also disclose an intent to later add emergency service antennas to the top, which would mean a total tower height that exceeds the 80-foot limit. The applicant does not disclose that the federal "Spectrum Act"[8] provides that a local zoning authority "may not deny and shall approve" "minor modifications" to existing towers and facilities. The FCC has interpreted this provision to mean a wireless provider can increase the height of an "eligible support structure" (such as an existing tower) up to 10%. If the County approves these applications and the emergency service antennas do not increase total height by more than 10% the County will not be able to later require an amended permit or variance for their placement. *See* 47 C.F.R. §1.6100(b)(7).

Given what Development Code §20.604.020 states on limits on authority, the Commission must, therefore, interpret the current application to include the later added antennas and recognize that these requests actually require a variance. That, in turn, means the additional procedures and required findings set out in Development Code Chapter 20.606 must be followed and made. The applicant, however, did not apply for variances so none may be granted. In any event the findings mandated by Section 20.606.050 cannot be made on the existing record.

6. Verizon's design plans for the backup generators and batteries do not prove compliance with all applicable Building, Electrical and Fire Codes.

As noted above, Development Code §20.800.040 adopts the Nevada version of each national model safety code. Nevada has adopted the 2017 National Electric Code without any amendments, so NFPA 70, 2017 is the law in Nevada and Douglas County. These safety codes are the "the minimum requirements for the promotion of the public health, safety, and general welfare." Development Code §20.800.060. No permit can authorize plans, specifications or computations that are inconsistent with these codes. Development Code §20.800.070.A. Development Code §20.604.060.G and H require express findings that the proposed special use "complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of

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[7] The Design Guidelines do not have specific standards for stand-by generators and storage tanks used with wireless facilities. That topic is, however, addressed in another context in Section 4.7.7 water pumping facilities. If those specifications are applied, the plans do not adequately address the requirements for generators in 4.7.7.1-.8. The plans do state the proposed gate size, and that distance does not meet the 12-foot double gate mandate that appears near the end of Section 4.7.7.

[8] Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, title VI (Spectrum Act of 2012), § 6409(a), 126 Stat. 156 (Feb. 22, 2012) (codified as 47 U.S.C. § 1455(a)).

this title applicable to the proposed special use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title" and "[t]he proposed special use will not be materially detrimental to the public health, safety, convenience and welfare, and will not result in material damage or prejudice to other property in the vicinity." Development Code §20.604.070 says that "If the appropriateness of the use cannot be assured at the location, the application for special use permit shall be denied as being incompatible with existing uses or uses permitted by right in the district." The Commission must therefore be able to affirmatively find – based on the evidence before it at the time of decision[9] – that the applicant has proven the proposed use "complies" with applicable safety codes and the use is "appropriate."

Verizon's two submitted plans say that "all work and materials *shall be* performed & installed in conformance with" those codes (emphasis added). The plans, however, do not represent that the designs reflected in those plans presently comply with all applicable codes. Indeed, the electrical designs note on Sheet E-1.1 that they are "preliminary: not for construction." In other words, the plans themselves do not assert that the electrical design "complies" with the code, and clearly contemplate potential changes.

Attached hereto as Exhibit 4 is an opinion letter by Eric Anderson, a licensed electrical engineer engaged by Minden for Safe Tech to review the subject plans. Engineer Anderson did so, and notes that there is not enough information in the plans to determine whether the proposed use complies with National Electric Code requirements for battery and on-site generator backup power design.

The Commission must find present compliance and cannot just assume that after the decision it will all work out and code compliance can be handled by others behind closed doors. The public will no longer have any ability to participate, even through their experts, and weigh in on whether the *actual* final plans will indeed be code-compliant. Verizon has the present burden of proving compliance in advance of any decision and it has not. The evidence before the Commission does not support a finding of code compliance, so the projects must be denied.

7. The needs analyses are inadequate, use unreliable methods, and contain improper assumptions and conclusions.

A. Drive and stationary testing information inadequate and opaque.

The drive and stationary test information is conclusory. The reports do not disclose what procedures were used. We do not know if Verizon used the same test methodology as that employed by the FCC. *See Mobility Fund Phase II Coverage Maps Investigation Staff Report*, GN Docket No. 19-367, Doc-361165A1, ¶¶55-56, 2019 FCC LEXIS 3977, *60-*65 (Dec. 5, 2019). The FCC established a transparent method, and described each step it took during the staff investigation:

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[9] Again, the Staff Report recommendation that the Commission could impose code compliance as a "condition" to the permit does not reconcile with the wording in the Development Code and that approach would risk an FCC shot clock violation.

A. Test Methodology

55. For each speed test route, staff conducted in-motion drive tests as well as a number of stationary tests, both using an app-based testing platform customized for the Commission.[note 106] Based upon the speed test configuration parameters using a one-second "inter-test delay"[note 107] and two-second "intercycle delay,"[note 108] the app recorded one test approximately every 20 seconds along the drive test route or at each stationary test location.

56. EB field agents conducted in-motion drive testing using the following standardized test procedures:

- The agent turned off all other phones in the vehicle (including any modem built into the test vehicle) and configured the test handsets in the vehicle.
- The agent recorded the date and time that testing commenced.
- The agent then initialized the measurement application on the test handsets and drove along a pre- planned route with a "not-to-exceed" vehicle speed of between 35 and 60 miles per hour (depending on the route), while monitoring the measurement app for any errors.
- After completing the drive test route, the agent stopped the app and noted the date and time that testing concluded.
- The agent then evaluated and verified recorded data using a laptop.
- For most routes, the agent repeated the same testing steps while driving along the route in the opposite direction.[note 109]

57. EB field agents also conducted stationary testing using the following standardized test procedures:

- At selected locations along the drive test routes,[note 110] the agent stopped the vehicle, turned off all other phones (including any modem built-in to the test vehicle), and configured the test handset to perform tests outside of the vehicle.
- The agent recorded the date and time that testing commenced, as well as the geographic coordinates of the location.
- The agent then initialized the measurement application on the test handsets.
- After continuous testing for between one and two hours,[note 111] the agent stopped the app and noted the date and time that testing concluded.
- The field agent then evaluated and verified recorded data using a laptop.

[106] The Commission used a version of the FCC Speed Test app developed by SamKnows Ltd. modified to run continuous tests throughout the coverage area and that is thus better suited for the drive testing conducted by staff. This functionality differs from the publicly-available FCC Speed Test app, which is designed to run on-demand, user-initiated speed tests. *See, e.g.*, FCC Speed Test, Apple App Store, https://apps.apple.com/us/app/fcc-speed- test/id794322383 (last visited Nov. 26, 2019); FCC Speed Test, Apps on Google Play, https://play.google.com/store/apps/details?id=com.samknows.fcc (last visited Nov. 26, 2019).

[107] Inter-test delay controls how long the app pauses between completing and initiating a new test metric (i.e., measuring download speed and measuring latency, which are measured separately).

[108] Inter-cycle delay controls how long the app pauses between completing and initiating a new test (comprised of a set of test metrics including both latency and download speed measurements).

[109] Staff made multiple passes, conducting drive testing along the same roads at different times, for most drive test routes in order to mitigate false positives arising from the inherent variability of mobile networks. As we found when analyzing the staff drive test data below, there are clear patterns that emerge from analyzing the drive test data indicating insufficient coverage across large areas. Because we would expect that speed tests would fail in a coverage area that meets the cell edge probability only a small percentage of time, lengthy stretches of roadways where speed tests record download speeds below 5 Mbps (especially taken at different times) are unlikely due to any inherent variability.

[110] Locations for the first set of stationary tests, conducted on the Arizona and New Mexico routes, were selected and conducted after conducting drive tests, based upon the signal strength recorded while drive testing. All later stationary test locations were pre-selected based upon areas location near the edge of each providers' coverage and were conducted at various points while drive testing.

[111] We note that the stationary test results for locations in Arizona, which was the first route tested by staff, did not follow the same methodology as for stationary tests conducted on other, later test routes. Specifically, the Arizona tests were conducted for a much shorter duration (for approximately one-to-two minutes) and thus recorded far fewer tests than were conducted at each location for later testing where stationary tests were conducted continuously for between one-to-two hours. Notwithstanding the duration of testing at each location, the Arizona stationary test results are otherwise comparable, and thus have not been excluded from the analysis.

The Commission should not rely on "black box" models and opinions. Verizon's failure to fully disclose its method or the underlying data means that its conclusions cannot be independently verified or compared to how the FCC conducts the same kind of tests.

B. "Gap" coverage maps largely unreadable, underlying data not disclosed and results inconsistent with FCC Broadband Map results.

Verizon's "gap" maps are also inadequate. First, they are almost impossible to read. It is difficult to associate the "white" (claimed unreliable service levels), Green (In-vehicle) and Grey (outdoor) areas with specific addresses because the maps are not sufficiently granular. Minden for Safe Tech was able to discern a few potential addresses in the "white" areas and checked those against the FCC's Broadband Mobile

Map information for that address.[10] We found the following instances where Verizon's gap map claims unreliable service for an address that Verizon inconsistently told the FCC has adequate broadband coverage:

i. "Douglas HS"

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.778053&lat=38.970244&addr_full=38.970244%2C+-119.778053&zoom=15.00&env=0&tech=tech4g ("Douglas HS" white area). Verizon says no coverage but FCC map says is 4G and 5G-NR for both outdoor stationary and in-vehicle mobile.

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.771909&lat=38.957025&addr_full=1654+US+Route+395%2C+Minden%2C+Nevada+89423%2C+United+States&zoom=15.00&env=0&tech=tech4g (The Human Bean, 1654 US Route 395, Minden, Nevada 89423). Verizon says no coverage (is in white) but FCC map says is 4G outdoor stationary and mobile.

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.784984&lat=38.957657&addr_full=1705+Westwood+Drive%2C+Minden%2C+Nevada+89423%2C+United+States&zoom=15.00&env=0&tech=tech4g (1705 Westwood, Minden, Nevada, 89423). Verizon says no coverage but FCC map says is outdoor stationary 4G and 5G-NR 7/1 and 35/3.

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.771593&lat=38.96418&addr_full=983+Bella+Rosa+Drive%2C+Minden%2C+Nevada+89423%2C+United+States&zoom=15.00&env=0&tech=tech4g (983 Bella Rosa Drive, Minden, Nevada 89423). Verizon says no coverage but FCC map says is outdoor stationary 4G and 5G-NR 7/1 and 35/3 and in-vehicle mobile 4G.

ii. "Heybourne"

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.686936&lat=39.057688&zoom=15.00&env=0&tech=tech4g (Coordinates **39.057688, -119.686936**, Plus Code 3857+36G Johnson Lane, Nevada). Verizon says no coverage but FCC map says is outdoor stationary 4G and 5G-NR 7/1 and in-vehicle mobile 4G.

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&location_id=02785f60-59e9-46a8-8f20-56f0ac4c9056&addr1=1260+STEPHANIE+WAY&addr2=MINDEN%2C+NV+89423&zoom=15.00&vlon=-119.745548&vlat=39.040843&env=0&tech=tech4g (1260 Stephanie Way, Minden, Nevada 89423). Verizon says no coverage but FCC map says is outdoor stationary 4G and 5G-NR 7/1 and 35/3 and in-vehicle 4G and 5G-NR 7/1.

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[10] All mobile providers must submit forms and underlying data to the FCC disclosing where they have deployed wireless and broadband services. *See* 47 C.F.R. Part 1, Subpart V - Commission Collection of Advanced Telecommunications Capability Data and Local Exchange Competition Data. That data is then used to create the Commission's National Broadband Map.

https://broadbandmap.fcc.gov/location-summary/mobile?version=dec2023&lon=-119.762188&lat=39.04131&addr_full=1040+Stephanie+Way%2C+Minden%2C+Nevada+89423%2C+United+States&zoom=15.00&env=0&tech=tech4g (1040 Stephanie Way, Minden, Nevada 89423). Verizon says no coverage but FCC map says is outdoor stationary 4G and 5G-NR 7/1 and 35/3 and in-vehicle 4G and 5G-NR 7/1.

Verizon represents to the County that it lacks coverage in certain spots, but it is simultaneously telling the FCC it has adequate coverage in many of the same spots. The Commission must reject the analysis unless Verizon fully explains these inconsistent representations.

C. Alternatives analyses omit two important options.

The alternatives analysis does not consider potential cell splitting or cell sectoring at the existing sites where Verizon says it is at capacity (Minden North, Minden, Gardnerville).[11] Cell-splitting and/or cell sectoring might solve the stated problem. Cell Splitting can increase channel capacity, improve dependability, increase frequency reuse factors, improve signal-to-noise (SNR) ratio and reduce interference. Further sectoring (from 3 to 6) increases the signal-to-interference ratio thereby reducing cluster size, reduces interference without altering the system performance, increases channel capacity without necessarily changing the cell radius and increases frequency reuse by reducing the number of cells in the cluster. It also makes channel assignment easier. Had Verizon meaningfully investigated these options at their existing sites it may have been able to address the perceived coverage gaps without needing two new towers, or at least one of the two.

Those options represent a form of co-location, even though the new equipment would be owned by the same company. Viewed this way, the failure to address these options means the applicant has not satisfactorily addressed the requirement in Development Code §20.664.180.J.4 that evidence be submitted "showing that co-location on existing tower structures is not available or is not technically feasible."

8. The EME Reports do not satisfactorily prove compliance with FCC exposure limits.

Some members or supporters may express concerns that human exposures *within* the current FCC limits may lead to adverse health effects during the hearing, but as a group we emphasize that we are not asking the County to deny these permits based on such concerns. Minden for Safe Tech acknowledges that federal law provides that the County may not "regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." 47 U.S.C. §332(c)(7)(B)(iv); *see also* NRS 707.575(4)(a). As explained in this submission, there are other good and valid reasons for denial.

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[11] *For a backgrounder on cell splitting and* cell sectoring see https://www.geeksforgeeks.org/cell-splitting-and-cell-sectoring/.

Section 332(c)(7)(B)(iv) and NRS 707.575(4)(a), however, limit the County's authority only if the facilities *do* "comply with the [Federal Communications] Commission's regulations concerning such emissions." The Applicant has the burden of proving with competent evidence that will be the case. The County can deny the permit if the Applicant's predictive model does not satisfactorily prove compliance. That is the situation here.

The two EME Reports use computer models and projections to claim FCC limits will not be exceeded. There are several errors and omissions in the two predictive reports.

The projections do not follow FCC rules, since they do not include exposures from the planned public safety systems that will also occupy the tower. See 47 C.F.R. §1.1307(b)(3)(ii). Each site is also designed to host two additional sources, but no effort is made to show that exposures will remain below FCC limits after these additional sources go into operation. There is an existing source at the "Heybourne" site, contrary to the representation in the EME report for that site there are no other known sources. This source must also be included unless it is certain beyond all doubt that it will be decommissioned before the Verizon sources go live. If the existing 60-foot tower *is* removed then that makes it all the more certain the new tower will also contain the new public safety radios, which means those additional exposures must be included in any compliance calculation.

The "Douglas HS" project analysis admits that exposures from the Verizon radios alone will be up to 64% of the FCC limits "incident at adjacent structures." It may well be that when these systems (other wireless providers or the public safety radios) are added exposure levels will exceed FCC limits. As the EME Reports observe, "where the predicted MPE exceeds the General Population threshold in an accessible area as a result of emissions from multiple transmitters, FCC licensees that contribute greater than 5% of the aggregate MPE share responsibility for mitigation." 47 C.F.R. §1.1307(b)(5)(i).

The Verizon sources will be far more than 5% of the aggregate at each site, so it may – either immediately or when Verizon's licenses are up for renewal (§1.1307(b)(5)(iii)) – have to engage in mitigation. This may require radiated power reductions and that might, in turn, inhibit or prevent accomplishment of the service needs Verizon claims constitute a gap in coverage. Stated another way, the fact that additional sources at the site are known or reasonably anticipated means that each site may not actually be able to resolve the perceived problems the project is supposed to address because of power output limitations. Therefore, even if one accepts the coverage needs assessment, there is a substantial possibility the proposed projects will not be able to meet the stated needs. Neither the needs assessment nor the EME Reports address this internal inconsistency. These projects have not been proven to be necessary or appropriate.

Both EME Reports have potential methodological issues or do not provide sufficient information. These fixed sources are subject to the MPE calculations in FCC rules. MPE is derived from SAR. 47 C.F.R. §1.1310(d)(2). Section 1.1310(d)(1) sets out the requirements to demonstrate compliance:

> Evaluation with respect to the SAR limits in this section must demonstrate compliance with both the whole-body and peak spatial-average limits using technically supported measurement or computational methods and exposure conditions in advance of authorization (licensing or equipment certification) and in a manner that facilitates independent assessment and, if appropriate, enforcement. Numerical computation of SAR must be supported by adequate documentation showing that the numerical method as implemented in the computational software has been fully validated; in addition, the equipment under test and exposure conditions must be modeled according to protocols established by FCC-accepted numerical computation standards or available FCC procedures for the specific computational method. (emphasis added).

The EME Reports state "[b]ased on the computational guidelines set forth in FCC OET Bulletin 65, Waterford Consultants, LLC has developed software to predict the overall Maximum Permissible Exposure possible at any location given the spatial orientation and operating parameters of multiple RF sources." However, the EME Reports do not provide any specifics about the models used, nor do they disclose any assumptions, uncertainties, or errors associated with these models.

The reports claim to use established protocols, but do not provide enough information for independent assessment, nor is there adequate documentation. There are general assertions as to average power levels at ground level and an implied assertion the general population exposure limits will not be exceeded at any ground-level point, but no information is provided on all R values ("distance between the antenna and point of study") that were used to obtain the near and far field power density results (mW/cm^2). The reports do not disclose any individual power density results at any specific ground location; they tell us only the "maximum" value but even then there is no indication what specific ground location is predicted to experience that amount. The tables in EME Reports Appendix A do not include the predicted power density values for each antenna or indicate how these values compare to FCC limits. The Effective Radiated Power (EIRP) values use a single distance of 76 feet from a given antenna, but appear to be for a spot that may not even be at ground level. Nor does the report provide an explanation of the significance of this single distance.

Therefore, it is not possible to independently assess the accuracy of the claims as the reports lack sufficient data and explanation of underlying methods or calculation outputs. The information provided does not permit independent replication of the conclusions that "the maximum predicted power density level resulting from all Verizon Wireless operations is 2.52% of the FCC General Population limits" and 0.96% for "incident at adjacent structures for "Heybourne," or 13.9369% and 64.2560% for "Douglas HS."

Applicant has not carried its burden of proving exposures will not exceed FCC limits and approval will promote and protect public health, safety, morals, convenience and general welfare.

9. There are other technical deficiencies in the submitted plans.

There is no electrical engineer stamp on sheet A-4.1 or E-11 (see design criteria Part II 2.1, 2.2). The utility index information (design criteria 2.2.2, 2.2.13.5, .6) is also incomplete. If the Commission does not deny the requests outright it should require correction and re-submittal.

Conclusion

The applicant has not adduced sufficient evidence to prove entitlement on a *prima facie* basis. Minden for Safet Tech has, separately, supplied counterveiling evidence on several of the mandatory criteria and substantive requirements that must be met before permits of this type can be granted. The public in general has not expressed support and the hearing and already-compiled record shows considerable opposition. The Commission must deny these permits and it cannot grant them, even with well-intentioned conditions that try to mitigate some of the significant errors and omissions.

We appreciate the opportunity to make this submission and look forward to further oral comments at the hearing.

Minden for Safe Tech Opposition Exhibit 1
Property Values Opinion

INTERO

A Berkshire Hathaway Affiliate

RE: September 10, 2024 Meeting Agenda Items 1-2:

Item 1: "Douglas HS," Major Design Review application DP 24-0169, 1699 County Rd. Minden, NV. APN : 1320-30-802-004

Item 2: "Heybourne," Major Design Review application DP 24-170, 1450 Stephanie Way, Minden, NV. APN: 1420-27-401-011

My name is Tia Elges, I am a Realtor with Intero Real Estate in Gardnerville, NV. I have lived in Douglas County for 34 years and I have over 17 years of experience representing both buyers and sellers in the Gardnerville/Minden area. I am very well acquainted with the real estate market that I service and the issues that can increase or decrease a homeowner's home value. I am also familiar with the two sites involved in the two applications referenced above going before the Commission.

Property values in Douglas County have been trending up about 3% a year, despite the interest rates. Each property is unique, but price values are impacted by the surrounding conditions and desirable factors like views, location and/or school district. Alternatively, factors like aesthetically displeasing buildings, objects, no views, and crime will impact a property negatively. Cell towers are characterized as a nuisance and most buyers I have dealt with rather not look in an area that has a cell tower nearby. In several jurisdictions a property owner will have to disclose that a cell tower is nearby, for that reason. The Federal Department of Housing and Development, for example, has traditionally included cell towers as a disclosure item and a factor for property appraisers to consider for the purposes of federally funded bank loans.

There is also professional literature that addresses how a cell tower impacts property values. Many have found that a nearby cell tower can repress demand, and the amount of potential buyers are willing to pay. In order to prepare this letter, I reviewed and am in part relying on the conclusions and estimates provided from three sources. Affuso E. Cummings FR, Le H., Wireless Towers and Home Values: An Alternative Valuation Approach Using a Sparial Econometric Analysis. J Real Estate Finan Econ 56, 653-676 (2018). Doi: 10.1007/s11146-017-9600-9, concluded that presence of a visible cell tower up to one-half mile can reduce property values by an average of 2.46% and up to 9.78%. This paper applied a spatial autoregressive model applying quartile analysis based on minimum distances between sold properties and visible/non-visible towers to examine the relationship property values and wireless tower proximity and visibility. I am attaching this study as an exhibit to this letter. Similarly, Joseph Hale & Jason Beck, The Disamenity Value of Cellular Phone Towers on the Home Prices in Savannah, Georgia, 18(8) The Empirical Econ. Letter 871, 875 (Aug.2019) found "homes closer to cell towers selling at (generally) larger discounts," such that homes

within 500 feet of a tower sold at a 7.6% discount, and homes suffered a "still negative and statistically noticeable" effect up to 1500 feet away from a tower. Sandy Bond, The Effect of distance to cell phone towers on house prices in Florida. Appraisal J. (2007) observes that "prices of properties decreased by just over 2% on average, after a tower was built," which effect "diminished with distance from the tower and was almost negligible after about 656 feet."

My own experience in this specific area supports the same trend. The scenic views and aesthetics are important to my buyers that are interested in purchasing, as well as the current residents. An obtrusive or unsightly tall structure that disfigures the current landscape unfavorably could impact the property value. While I cannot provide specific numbers, I do know that many potential buyers have exhibited significant reluctance when they learn a cell tower is in the vicinity or may be soon placed nearby. Others have expressed post-purchase buyer's remorse upon learning about an undisclosed tower or plans to place a new one. This is not a universal point - there are some who are not disturbed but it does represent a real issue for many buyers. This will suppress demand and that will lower market prices.

It is my professional opinion, based on my experience, training and personal knowledge of this area, that the two towers proposed would, if approved and then built, negatively impact the property values of the nearby neighborhoods where the towers are visible.

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Wireless Towers and Home Values: An Alternative Valuation Approach Using a Spatial Econometric Analysis

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Abstract This is the first study to use an hedonic spatial autoregressive model to assess the impact of wireless communication towers on the value of residential properties. Using quantile analyses based on minimum distances between sold properties and visible and non-visible towers, we examine the relationship between property values and wireless tower proximity and visibility within various specified radii for homes sold after tower construction. For properties located within 0.72 kilometers of the closest tower, results reveal significant social welfare costs with values declining 2.46% on average, and up to 9.78% for homes within tower visibility range compared to homes outside tower visibility range; in aggregate, properties within the 0.72-kilometer band lose over $24 million dollars.

JEL Classifications C5 · K32 · Q51 · R21 · R32 · R38 · R58

Keywords Hedonic analysis · Housing value · Land planning · Public planning · Spatial econometrics · Urban externalities · Wireless tower impacts

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In less than 20 years, the number of wireless devices in use[1] in the United States increased 1045%, growing from 340,213 in 1985 to over 355 million in 2014 (CTIA 2015). A growing number of Americans now rely solely on their wireless phones for communication. As of the end of 2014, the Centers for Disease Control and Prevention's National Center for Health Statistics reports that 44% of American households no longer subscribe to landline telephone service; they predict that by the end of 2015, a majority will have severed the cord (Centers for Disease Control and Prevention 2015). U.S. wireless device numbers are truly staggering: 2014 usage comprised 2.45 trillion voice minutes, 4.06 trillion megabytes of data, 1.92 trillion text messages, and 151.99 billion multimedia messages (CTIA 2015). Incredibly, even on the heels of a doubling of wireless data usage from 2012 to 2013, analysts expect data use to surge, growing by more than 650% by 2018 (Cisco 2013). In 2012, wireless industry employment topped 3.8 million people—2.6% of the U.S. workforce (Entner 2012). Analysts predict the industry will create 1.2 million new jobs by 2017 (Pearce et al. 2013). U.S. wireless carriers' capital investment exceeded $33 billion in 2013—a record annual high—and wireless industry experts project an additional $260 billion in new capital investment over the next 10 years (CTIA 2015), adding $2.6 trillion to U.S. gross domestic product (Summers 2010). Perhaps the most surprising, yet at the same time most impressive statistic is that by comparison, the total value of the U.S. wireless industry—currently $196 billion in 2012—exceeds that of agriculture, hotels and lodging, and air transportation (Entner 2012).

Without question, there are many societal benefits offered by the last two decades' myriad advances in wireless technologies. Ease of use and convenience, lower equipment pricing, increasingly competitive rate plans, surges in wireless industry employment, considerable economic multiplier effects from large-scale wireless industry capital investment, and significant realized and projected annual contributions to GDP all work to make the U.S. wireless industry an ever-increasing, important part of our daily lives and our national economy. Yet to date, a largely overlooked societal cost is the potential negative impact on residential property values caused by the exponential proliferation of the number of cell sites[2] necessary to support the wireless industry's rapid growth. In 1985, there were only 900 cell sites in the U.S., but by the end of 2014, the number had increased by 22,778% (CTIA 2015). Of the more than 298,000 cell sites in the U.S., nearly 70% are located on tower structures (Airwave Management, LLC 2013). Amidst intense competition to meet seemingly unceasing demand, providers work continually to improve their wireless service coverage. As they do so, it is logical to expect construction of an increasing number of new wireless towers, located closer and closer together in many urban and suburban areas. As this happens, it is also logical to expect an increasing number of homeowners to question if, and to what extent proximity to a wireless tower affects home values. Those concerned with such questions might also hope that public policy makers will begin asking the same questions, and more importantly, consider the ramifications of the answers as they manage the increasing pressures placed on wireless tower regulatory planning and approval processes.

[1] Wireless devices include special feature phones, smartphones, and tablets.

[2] CTIA defines a cell site as the location of wireless antenna and network communications equipment necessary to provide wireless service in a geographic area (CTIA 2015).

Considering the expected future increases in wireless device users and the cell sites supporting them, this is a critically important question for our time. However, only a few researchers have examined this issue, all yielding somewhat mixed results. In all, the extant literature includes six relevant studies. The first is perceptions-based, offering residents' opinions of how tower proximity influences property values (Bond and Beamish 2005). The second combines a similar perceptions-based component with an hedonic model to estimate sales price impacts (Bond and Wang 2005). The remaining four studies take a strictly empirical approach using hedonic modeling estimations and different types of spatial analysis techniques (Bond 2007a, b; Filippova and Rehm 2011; Locke and Blomquist 2016). Unfortunately, each study suffers from flaws of one sort or another—time invariant issues, inaccurate spatial modeling techniques, or other troublesome variable misspecifications. In essence, the results of these studies are either inconclusive or show only minimal negative price effects due to wireless tower proximity.

In our study though, we use a robust approach for gauging home values relative to tower proximity. Similar to others, our study includes hedonic modeling to capture distinctive property characteristics, yet it is distinctly different from others in two important respects. By performing the analysis within varying radii bands based on quartiles of the distance from the closest wireless tower, we are able to detect potential marginal price gradients of each property across the banded space. More importantly, by conducting a series of robust spatial econometric tests, we are able to identify and use the most unbiased, efficient spatial model that is best suited for the inferential analysis of our research question. The results underscore our concerns that previous studies may potentially suffer from bias due to their failures to address spatial correlation issues typical in hedonic model studies. Two significant reasons contribute to our apprehensions. The first is that Ordinary Least Squares (OLS) estimations are biased and inefficient in the presence of spatial correlations of dependent variables and residuals. The second is that by not accounting for spatial autocorrelation, it is unlikely any hedonic model can correctly disentangle either direct and/or indirect effects of (dis)amenities on housing prices. Research shows the latter is particularly useful when assessing the impact of corrective policy solutions subsequent to market failures (LeSage and Pace 2009). This is important because our research poses potentially significant policy implications, all of which we believe will most likely, yet for substantially different reasons, be of keen interest to governmental and planning officials, wireless tower operators and service providers, neighborhood activist groups, and private property rights' advocates.

In the second section of our paper, we discuss the relevant literature. In the third section, we delineate our data and define our variables. In the fourth section, we develop our hypotheses and methodology. In the fifth section, we present our empirical results, and the final section concludes.

Literature Review

McDonough (2003) states "...proximity to a wireless tower needs to be considered as a negative amenity that may reduce property valuation" (McDonough 2003, p. 29).

Despite this recognition and the ongoing rapid expansion of the wireless industry, research examining the relationship between wireless tower proximity and home values remains quite limited. Two early studies commissioned by a major wireless service provider look at potential health and visual impacts that wireless towers[3] may have on property values. Bond and Beamish (2005) report that although the studies' results remain secretive, their private review of the results confirms no statistically significant relationships exist. They note, however, that because the studies involve limited sales data, and the underwriter is also a service provider, the question of biased results is potentially concerning.

Some researchers tackle the question using perceptual studies. Bond and Beamish (2005) survey residents in ten Christchurch, New Zealand suburbs—half being study areas (residents living within 300 m of a tower) and half being a control group (residents living more than 1 km from a tower). The authors aim to gauge residents' perceptions about whether and to what extent wireless tower proximity influences property values. Not surprisingly, those living far from a tower express less concern than those living close to one. Distance from a tower largely drove respondents' answers, but in sum, the authors find expectations of more than a 20% price reduction for properties within close tower proximity.

Bond and Wang (2005) combine a perceptual study with an empirical investigation. The perceptual component outcomes are quite similar to those of Bond and Beamish (2005). Their survey's respondents believe that proximity to a wireless tower causes property values to decrease from 10% to more than 20%. The empirical portion of their study includes approximately 4000 home sales spanning from 1986 to 2002 in four different suburbs. The authors' hedonic model includes a dummy variable that captures whether sales occur before or after tower construction. A potential shortcoming of this study could be the authors' choice to measure distances from cell towers not to individual homes, but rather, to a particular street within the study area. Their hedonic models do not account for potential spatial dependence of price and error structure. Their estimations produce mixed results, with negative price effects in two suburbs, a positive price effect in a third, and no significance in the fourth.

Bond (2007a) offers a methodological improvement by calculating exact distances between towers and included properties. Using a dummy variable to capture if a sale occurs before or after tower construction, the author also accounts for sales price time-effects by deflating sales prices to the consumer price index, and includes a time of sale variable in the estimations. Using four of the same suburbs from the earlier work of Bond and Wang (2005), the results show sales price reductions of approximately 15% after tower construction, diminishing as distance from a tower increases. Past 300 m, the negative price effect is negligible. Unfortunately, the results lack consistency, producing a positive price effect in one of the four neighborhoods. This may suggest a possible model misspecification error, or the effect of some other unobservable externality.

Bond (2007b) conducts a similar study using Orange County, Florida wireless tower and sales transaction data. Empirical results indicate a tower's presence yields a statistically significant and negative impact on price. Even so, the author notes the negative price effects are of little consequence.

[3] In their paper, the authors refer to wireless towers as cellular phone base stations.

Filippova and Rehm (2011) investigate tower proximity impacts on property values using property sales data from Auckland, New Zealand. Their final geocoded dataset includes approximately 56,000 sales observations dating from 2005 to 2007, and 521 tower locations. Highly critical of earlier studies' methodologies, the authors emphasize they took care to "ensure that integration dates of nearest cell towers did not occur after the date of sale" (Filippova and Rehm 2011, p. 250). To account for negative impacts that non-residential areas might have on residential area property values (for example, see Bowes and Ihlanfeldt 2001; Grass 1992; Nelson and McCleskey 1990; Mahan et al. 2000), the authors divide their sample into two parts. The first group includes only the 49 towers within residential areas, and all properties within a 500-m radius of existing towers. They also include a dummy variable for tower type, which they describe as lamppost, single monopole, or armed monopole (one with a triangular structure at the top). Generally, their residential area estimations produce no statistical significance. Not surprising, given the extremely close proximity to a tower, the lone exception is for houses located within 100 m of an armed monopole, which suffer a 10.7% price reduction. Estimations for the second group, which includes all towers in the entire study area, yield results similar to those in the first group. As such, the authors conclude that with the exception of a small number of armed monopole towers, wireless tower proximity does not negatively affect sales price.

More recently, Locke and Blomquist (2016) explore the question at hand. They use housing sales (including repeat sales) from 2000 to 2012 occurring in Louisville and Elizabethtown, Kentucky, geocoding each sold property to the street address listed in the sales data. They develop a number of tower location-specific characteristics such as census tract, and distances to major roads, railroads, and military bases. The authors state that, "Holding all else constant, the owner of a communication antenna will attempt to locate the antenna in an area that minimizes the antenna owner's cost" (Locke and Blomquist 2016, p. 134). At first glance, this statement seems obvious, if for no other reason than it makes good business sense. Further thought, however, draws question to the authors' additional statement that, "It appears that communication antennas are in fact located in areas where properties are less valuable" (Locke and Blomquist 2016, p. 134). One might infer from this that carriers strive mainly to construct towers in low-value areas simply to save money. Yet because intuition suggests carriers increase earnings by increasing subscribers, locating towers only in low-valued areas, and hence, providing service coverage only to presumably low-income people does not make good business sense. It seems, therefore, that the authors miss the other side of the coin, which is, in fact, not all towers appear in areas where properties are less valuable, but rather, owners will also construct towers in areas where properties are more valuable in order to fill holes in their service coverage. Indeed, tower location may be a source of endogeneity. However, income, population density, and other unobserved neighborhood characteristics could be instrumental for both homeowners' property and wireless carriers' tower location choices.

Inclusion of spatial considerations in addition to hedonic characteristics in their modeling is a good choice, as it adds robustness to their results. However, as with previous studies, across all model estimations, the authors do not account for potential

spatial correlation of price and error structure, finding only slight degrees of price reductions due to tower proximity, again, diminishing with distance.

Data

To investigate if and to what extent wireless tower proximity impacts home values we combine two datasets. The first includes 23,309 residential property sales occurring in Mobile County, Alabama between 1999 and 2015.[4] We deflate housing prices to a base year of 2014 using the U.S. Bureau of Labor Statistics' Housing Consumer Price Index. The second includes 149 wireless towers located in Mobile County, Alabama.[5] In addition to certain property characteristics, we also include key census tract-level demographic data.[6]

Following Locke and Blomquist (2016), we conduct a visibility analysis of the wireless towers located in the study area. We do so using Viewshed[7] and a 30-m resolution digital elevation map of Mobile County, Alabama.[8] Following Paterson and Boyle (2002), we calculate the visibility for a 360° circle and 1-km radius, including the aboveground tower height, and assume that the average height of an observer's eyes is 1.75 m above the ground at each property's location. Figure 1, Panel A illustrates the spatial distribution of towers, and Fig. 1, Panel B illustrates the Mobile County, Alabama property locations.

At a larger scale, Fig. 2 shows the visibility of towers and properties located in the most urbanized portion of the Mobile County, Alabama.[9] Fig. 2 helps to clarify graphically the idea of the indirect effect of a wireless tower. For example, although some properties lie immediately outside of the border of the visibility range (indicated in the red area), they are contiguous to properties that lie within the border of the visibility range. If there are spatial correlations between property values and tower locations, then we argue that a tower affects both the value of the property location from which the tower is visible, and indirectly, the values of neighboring properties from which the tower is not visible. Additionally, towers that are farther away, but that are still visible from a property, may potentially influence a property's value through a sort of spillover effect carried over across neighboring properties within the tower visibility space.

We compute the minimum distance from each housing unit to the closest wireless tower using the Haversine distance formula, which takes into account the curvature of the Earth. We calculate the distance of housing unit i to the closest wireless tower j as:

[4] Sold properties data draw from the Gulf Coast Multiple Listing Service, Inc., a wholly owned subsidiary of the Mobile Area Association of Realtors, Inc.

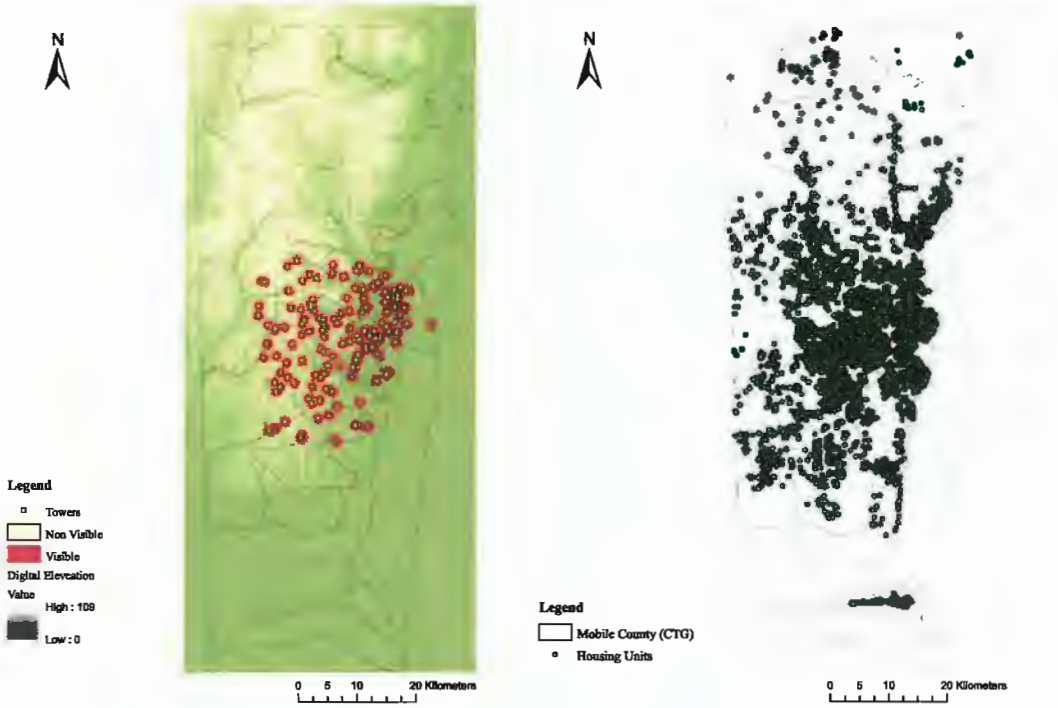
[5] These data draw from the U.S. Federal Communication Commission's Antenna Structure Registration database, available at http://wireless.fcc.gov/antenna/index.htm?job=home.

[6] These data draw from the U.S. Census Bureau, available at http://www.census.gov.

[7] The Viewshed tool is available as part ESRI ArcGIS® software package.

[8] Digital elevation maps draw from publicly available information hosted by the Geospatial Data Gateway of the U.S. Department of Agriculture's Natural Resources Conservation Service.

[9] An anonymous referee observed that every property within a 1 km radius of a tower is also within the towers' viewshed. We believe that this unusual result is consistent with the average height of a wireless tower in our dataset of approximately 60 m, and, more importantly, with the fact that our property sales data draw from a fairly flat coastal geographical area (i.e., the average housing elevation of our sample ≈ 11 m above sea level).



(a) Spatial Distribution of Tower (b) Spatial distribution of properties.

Fig. 1 Visibility Analysis: smaller scale

$$d_{ij} = min\left\{2r\ arcsin\left[\left(haversine\left(\varphi_j - \varphi_i\right) + cos(\varphi_i)cos\left(\varphi_j\right)haversine\left(\lambda_j - \lambda_i\right)^{0.5}\right]\right\} \tag{1}$$

where r is equal to the Earth's radius of 6371 km, φ and λ are latitudes and longitudes of property and wireless tower locations expressed in radians. The average minimum distance of a property to a tower is 2.98 km, and we expect a negligible price impact for properties located farther away from a tower than this average. To investigate further the impact of towers on those dwellings that are closer, we conduct a sensitivity analysis using four subsamples based on quartiles of the minimum distance to the closest tower. The first, second, third, and fourth subsamples include houses within radii bands of between 0 to 0.72 km, 0.72 km to 1.13 km, 1.13 km to 1.88 km, and 1.88 km to 41 km of the closest tower, respectively. Table 1 lists and defines all of the variables we use in our analysis and summarizes the statistics for the whole sample of 23,309 properties. Table 2 presents the descriptive statistics of the variables across all four subsamples.

Methodology

Consistent with the literature, we use an hedonic model to investigate the relationship between property value and wireless tower proximity. Rosen (1974) was the first

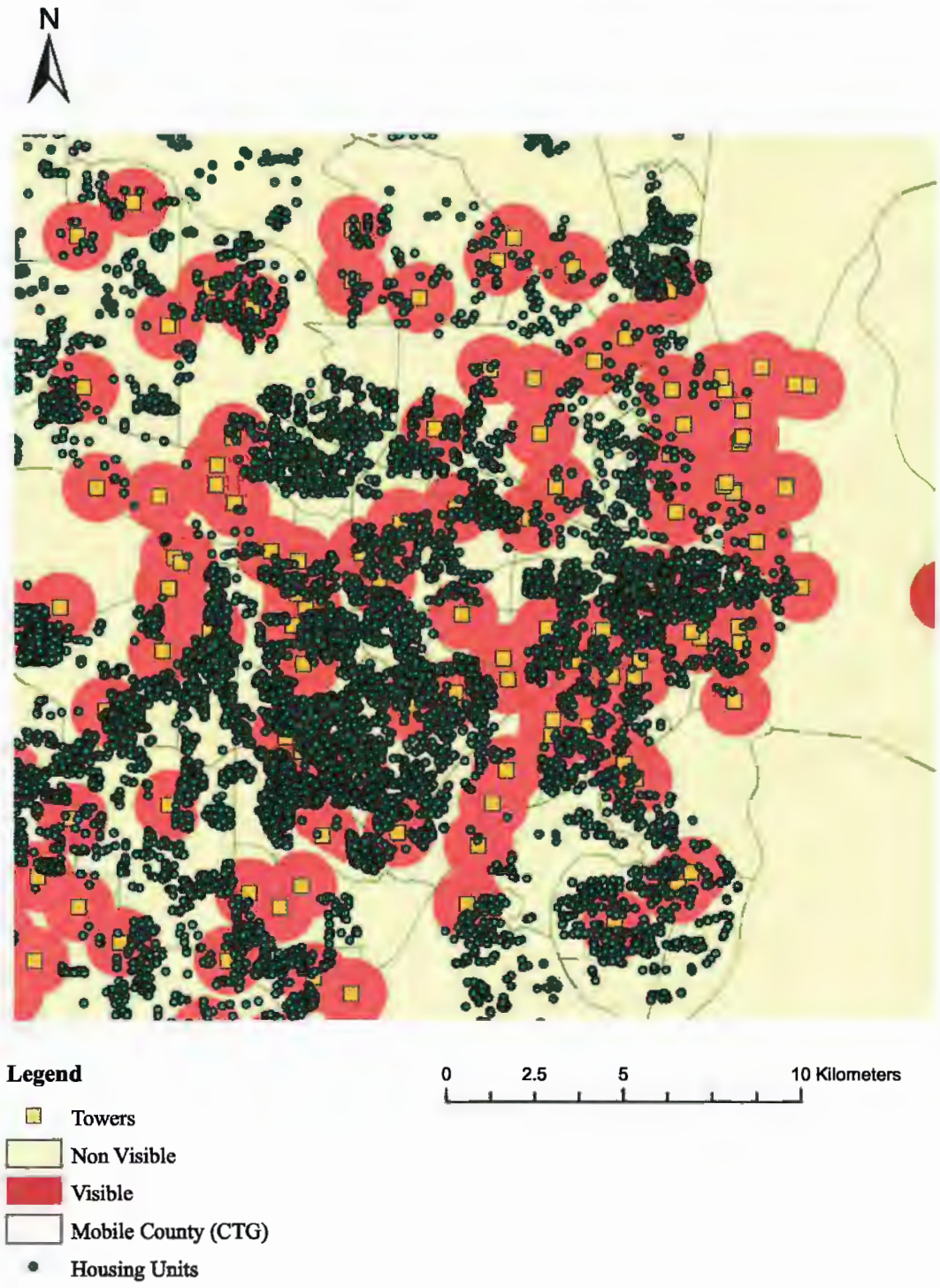


Fig. 2 Visibility Analysis: larger scale

researcher to derive a relationship between the price of a good and its characteristics. His work is widely used in real estate and urban economics research as an indirect method of revealing preferences used to analyze environmental externalities. As such, we assume that the property price is a function of the intrinsic characteristics of the property, neighborhood qualities, demographic characteristics, distance to wireless towers, and a spatial process (essentially, the spatial relationship between objects).

Table 1 Summary Statistics

Variable	Definition	Full Sample	
		Mean	SD
Price	inflation adjusted property sales price	167,592.3	124,777.1
Distance	distance between the property and the tower	2.980	5.453
D*	1 if property sale occurs after tower construction	16,393	69.742
V*	1 if the tower is visible	9448	74.956
h_tower	height of the tower	59.148	21.050
Age	age of property in years	23.566	19.389
Bedrooms	number of bedrooms in a property	3.285	.675
Bathrooms	total number of bathrooms in a property	2.135	.671
Onestory*	1 if number of stories is 1	1860	41.371
Twostories*	1 if number of stories is 2	2275	45.310
Car shelter*	1 if a property has a car shelter	15,023	73.078
Fireplace*	1 if a property has a fireplace	15,080	72.965
Fence*	1 if exterior has a fence	9375	74.862
Deck*	1 if exterior has a deck	5377	64.317
Pool*	1 if exterior has a pool	189	13.692
Brick*	1 if construction is primarily brick	16,500	69.426
Rural*	1 if population is less than 2500 per census tract	2644	48.416
distCBD	distance to downtown Mobile in kilometers	17.957	8.695
Towers	number of wireless towers per census tract	4.305	5.709
Income	median income per census tract	66,768.36	20,299.91
Black	African-American population per census tract expressed in units	1070.72	812.315
Unemployment	unemployment rate per census tract expressed in percentage points	9.207	5.417
N	number of observations	23,309	

The table above presents the summary statistics for the variables included in the entire dataset; year and zip code dummies are not shown;

*binary variables (assumed to follow the binomial distribution): means and standard deviations for these variables are computed for the binomial distribution

Hence, the econometric model used to examine the potential external impact of a wireless tower on property price takes the following form:

$$\ln(Price)_i = \beta_0 + \beta_1 \ln(Distance_i) + \beta_2 D + \beta_3 D{\cdot}\ln(Distance_i) + \beta_4 V + \beta_5 V{\cdot}\ln(Distance_i) + \beta_6 h_tower_i + \beta_7 V{\cdot}h_tower_i + \beta_8 Age_i + \beta_9 Bedrooms_i + \beta_{10}(Bedrooms_i)^2 + \beta_{11} Bathrooms_i + \beta_{12} Onestory_i + \beta_{13} Twostories_i + \beta_{14} Carshelter_i + \beta_{15} Fireplace_i + \beta_{16} Fence_i + \beta_{17} Deck_i + \beta_{18} Pool_i + \beta_{19} Brick_i + \beta_{20} Rural_i + \beta_{21} \text{distCBD}_i + \beta_{22} \text{Towers}_i + \beta_{23} \ln(Income_i) + \beta_{24} \ln(Black_i) + \beta_{25} Unemployment_i + \sum_{t=2008}^{2013} \tau_t Year_{ti} + \sum_{j=1}^{31} \delta_j Zipcode_{ji} + \varepsilon_i \quad (2)$$

where ln(*Price*) is the natural log of the property sales price; ln(*Distance*) is the natural log of the distance between a property and a wireless tower measured in

Table 2 Summary Statistics for Variables in Each of the Four Subsamples

	Sample 1[a] (0.00–0.72Km)		Sample 2[b] (0.72Km – 1.13Km)		Sample 3[c] (1.13Km – 1.88Km)		Sample 4[d] (1.88Km – 41Km)	
	Mean	SD	Mean	SD	Mean	SD	Mean	SD
Price	163,008.8	107,361.6	170,634.6	133,366.5	170,212.1	136,985.5	166,518.6	119,035.9
Distance	0.497	0.156	0.920	0.116	1.425	0.202	9.080	8.295
D*	4087	34.942	4256	33.874	4246	33.942	3804	36.341
V*	5759	8.257	3667	36.869	22	4.682	0	0
h_tower	53.920	20.199	53.436	19.845	56.434	19.090	72.803	18.778
Age	26.148	21.949	25.455	20.128	23.876	18.816	18.784	15.158
Bedrooms	3.269	0.629	3.322	0.634	3.312	0.735	3.238	0.695
Bathrooms	2.113	0.667	2.156	0.710	2.167	0.700	2.104	0.598
Onestory*	459	20.563	499	21.360	528	21.912	374	18.708
Twostories*	573	22.730	615	23.454	642	23.901	445	20.274
Car shelter*	3832	36.227	3858	36.106	3695	36.769	3638	36.968
Fireplace*	3806	36.338	4028	35.265	3910	35.866	3336	37.764
Fence*	2521	37.822	2576	37.910	2380	37.522	1898	35.774
Deck*	1222	31.077	1404	32.645	1369	32.363	1382	32.469
Pool*	51	7.110	44	6.608	47	6.828	47	6.828
Brick*	3856	36.121	4142	34.608	4179	34.379	4323	33.404
Rural*	787	26.091	601	23.217	460	20.584	796	26.216
distCBD	14.625	5.891	15.037	5.601	16.037	5.524	26.131	10.758
Towers	5.523	5.743	5.152	6.474	4.671	6.242	1.875	2.881
Income	68,790.18	23,488.16	69,418.33	22,687.17	67,058.06	20,669.78	61,806.5	10,912.01
Black	1214.973	910.131	1139.579	801.164	1217.888	835.001	710.429	543.371
Unemployment	9.408	6.073	8.900	5.640	8.827	5.130	9.692	4.678
N	5828		5827		5827		5827	

The table above presents the summary statistics for the variables within each of the four subsamples included in the analysis;

*binary variables (assumed to follow the binomial distribution): means and standard deviations for these variables are computed for the binomial distribution

[a] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km);

[b] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km);

[c] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km);

[d] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km)

kilometers; *D* is a dummy variable that takes the value of one if the property was purchased after tower construction, and zero otherwise; *V* is a dummy variable that takes the value of one if the closest tower is visible from the property, and zero otherwise; *h_tower* is a continuous variable that measures the height of the closest tower above the ground in meters; *Age* is the age of a property in years; *Bedrooms* is the total number of bedrooms in a property; *Bathrooms* is the total number of

bathrooms and/or half-bathrooms in a property; *Onestory* and *Twostories* are binary variables equal to one if the property has one story or two stories above the ground level, respectively; *Carshelter, Fireplace, Fence, Deck, Pool* and *Brick* are dummy variables that take the value of one if a property has a car shelter, a fireplace, a fence around the house, a deck, a pool and/or the exterior construction is made of bricks respectively, and zero otherwise; *Rural* is a binary variable proxy for less dense populated areas that takes value one if the number of inhabitants per census tract is less than 2500, and zero otherwise; *dist*CBD is a continuous variable that measures the distance of each property from the Central Business District of Mobile, Alabama, the largest city in the study area; *Towers* is the number of wireless towers per census tract; ln*(Income)* is the natural log of the median income per census tract; ln*(Black)* is the natural log of the African-American population expressed in units per census tract; and, *Unemployment* is the unemployment rate per census tract expressed in percentage points. As in Jensen et al. (2014), we add the interaction between distance to (dis)amenities and tower visibility (V), which we label ln*(Distance)*·*V*. We use *Year*, property sale year dummy variables, to control for the impact of the subprime mortgage crisis. Finally, following Caudill et al. (2014), we include *Zipcode*, a set of dummy variables that attempt to capture additional unobserved neighborhood heterogeneities at a higher resolution than the census tract. Since we are interested in examining the price sensitivity of buyers of homes closest to a wireless tower, we follow Locke and Blomquist (2016) in stating the dependent variable being in logarithmic form. However, we also use the Akaike Information Criterion (AIC) to test several functional forms for hedonic price equations by varying the specification of the variables in the right-hand side of Eq. (2). We do so because by selecting the functional form having the lowest AIC value, we are able to produce a theoretical specification with the least possible information loss.

We calculate the average impact of a wireless tower on housing price by subtracting expected housing values before tower construction from expected housing values after tower construction, using the equation taking the following form:

$$\mathbb{E}\left[e^{Ln\left(\widehat{\text{price}}\right)}|D=1\right]-\mathbb{E}\left[e^{Ln\left(\widehat{\text{price}}\right)}|D=0\right]. \tag{3}$$

We also calculate the total social welfare impact as:

$$\Delta W=\sum_{i=1}^{N}\left[\left(e^{Ln\left(\widehat{\text{price}}\right)_i}|D_i=1\right)-\left(e^{Ln\left(\widehat{\text{price}}\right)_i}|D_i=0\right)\right]. \tag{4}$$

In addition, to examine the spatial price sensitivity of home buyers—the price elasticity of tower proximity—we partially differentiate Eq. (2) with respect to ln*(Distance)*, using the equation taking the following form:

$$\frac{\partial ln(Price)}{\partial ln(Distance)}=[\beta_1+\beta_3 D+\beta_5 V]\%. \tag{5}$$

We evaluate Eq. (5) as $D = 0$ and $V = 0$ (β_1) for sales occurring before tower construction, and $D = 1$ and $V = 1$ ($\beta_1 + \beta_3 + \beta_5$) for sales occurring after the visible tower construction. We additionally include $D = 1$ and $V = 0$ ($\beta_1 + \beta_3$), which accommodates comparison of price sensitivity of buyers of properties from which the closest tower is not visible.

In certain hedonic studies, it is appropriate to perform statistical tests for spatial correlation. This is a consequence of Tobler's first law of geography, which premises the interrelationship of all things, but that closer things are more related than distant things (Tobler 1970). We use spatial correlation tests to account for spatial processes in the dependent variable and estimation residuals. In matrix notation, such a model reads as:

$$\mathbf{y} = \rho\mathbf{W}\mathbf{y} + \mathbf{X}\boldsymbol{\beta} + (\mathbf{I}-\lambda\mathbf{W})^{-1}\mathbf{u} \tag{6}$$

where $\mathbf{y}$ is a n × 1 vector of property prices (previously defined); ρ is a scalar coefficient of spatial correlation; $\mathbf{W}$ is an n x n row, standardized spatial contiguity matrix based on the three closest neighbors as outlined by Caudill et al. (2014); $\mathbf{X}$ is an n × 63 (number of parameters of Eq. 1 including intercept) data matrix with first column vector $\mathbf{1_n}$; $\boldsymbol{\beta}$ is a 63 × 1 vector of parameters; $\mathbf{I}$ is an n x n identity matrix, λ is a scalar coefficient of residuals spatial correlation; and, $\mathbf{u}$ is an n × 1 vector of Gaussian innovations.

We estimate the spatial model by maximizing the log-likelihood function (MLL) with respect to the model's parameters, coefficients of spatial correlation (ρ and λ), and residual standard errors (σ) using the equation taking the following form:

$$\begin{aligned} LL(\boldsymbol{\beta},\rho,\lambda,\sigma|\mathbf{y}) = {} & -0.5\,n\ln(\pi) - 0.5\,n\ln\left(\sigma^2\right) \\ & + \left(\ln|\mathbf{I}-\lambda\mathbf{W}| + \ln|\mathbf{I}-\rho\mathbf{W}|\right) - \left[0.5\left(\sigma^{-2}\right)(\mathbf{u}')(\mathbf{u})\right] \end{aligned} \tag{7}$$

where n is the sample size, $\mathbf{u} = (\mathbf{I} - \lambda\mathbf{W})^{-1}(\mathbf{I} - \rho\mathbf{W})\mathbf{y} - (\mathbf{I} - \lambda\mathbf{W})^{-1}\mathbf{X}\boldsymbol{\beta}$; and, $\ln|\mathbf{I} - \lambda\mathbf{W}|$ and $\ln|\mathbf{I} - \rho\mathbf{W}|$ are the terms of the log-Jacobian transformation of $\mathbf{u}$ into $\mathbf{y}$. Assuming the same geographic processes for the dependent variable and residuals (same $\mathbf{W}$), the large sample Moran's I test for spatial correlation of the residuals is:

$$Z_I = [I - E(I)]/Var(I)^{0.5} \sim N(0,1) \tag{8}$$

where I is calculated from the residuals of Eq. (2) as $\boldsymbol{\varepsilon}'\mathbf{W}\boldsymbol{\varepsilon}/\ \boldsymbol{\varepsilon}'\boldsymbol{\varepsilon}$. Since this test is asymptotically normal, if $Z_I > 1.96$, with 95% confidence, we reject the null hypothesis that there is no spatial autocorrelation of the residuals.

The econometric models presented in Eqs. (6) and (7) are generic representations of a spatial model which includes both a spatial autoregressive model—model with dependent variable spatially autocorrelated: $\lambda = 0$, and a spatial error model—model with residuals spatially autocorrelated: $\rho = 0$. Following Anselin (1988), in practice, we select only one of the two models. Following the suggestion of Anselin et al. (1996), we use Robust Lagrangian Multiplier (RLM) tests (H_0: no spatial autocorrelation) of the residuals, using equations taking the following forms:

$$\mathrm{RLM}_\rho = \left[\boldsymbol{\varepsilon}'\mathbf{W}\mathbf{y}/\sigma^2 - \boldsymbol{\varepsilon}'\mathbf{W}\boldsymbol{\varepsilon}/\sigma^2\right]^2 / \left\{\sigma^2\left[(\mathbf{W}\mathbf{X}\boldsymbol{\beta})'\mathbf{M}(\mathbf{W}\mathbf{X}\boldsymbol{\beta}) + n\sigma^2\right] - n\right\} \tag{9}$$

$$\mathrm{RLM}_{\lambda} = \left[\varepsilon'\mathbf{W}\varepsilon/\sigma^2 - n\left(\sigma^2\left[(\mathbf{WX\beta})'\mathbf{M}(\mathbf{WX\beta}) + n\sigma^2\right]\right)^{-1}\varepsilon'\mathbf{W}\mathbf{y}/\sigma^2\right]^2 \Big/ n\left[1 - n\left(\sigma^2\left[(\mathbf{WX\beta})'\mathbf{M}(\mathbf{WX\beta}) + n\sigma^2\right]\right)\right]^{-1} \quad (10)$$

Both Eqs. (9) and (10) follow the χ^2 distribution with one degree of freedom and include $\mathbf{M} = \mathbf{I}\text{-}\mathbf{X}(\mathbf{X}'\mathbf{X})^{-1}\mathbf{X}$ as an idempotent projection matrix. Following Florax and De Graaff (2004), we select the model with the largest RLM statistics.

Results and Discussion

In this study, we conduct a pseudo-quantile analysis based on quartiles of the distance of each property from the closest tower. We refer to it as a pseudo-quantile analysis because we force the estimation of the conditional mean of the response variable on different values of the distance to the closest tower by subsampling the full data set for the four quartiles of this variable. The idea is to test our research hypothesis for properties located within different distance gradients from wireless towers. We do so by creating four spatial contiguity matrices (one for each sample). In Table 3, we report the results of both the Moran's *I* and RLM tests for spatial correlation across all four samples.

Table 3 Tests for Spatial Correlation

	Sample 1[a] (0.00–0.72Km)	Sample 2[b] (0.72Km – 1.13Km)	Sample 3[c] (1.13Km – 1.88Km)	Sample 4[d] (1.88Km – 41Km)
Statistic	Value	Value	Value	Value
Moran's *I*	0.22	0.21	0.20	0.18
Z_I	26.43***	24.81***	24.52***	21.53***
	(0.00)	(0.00)	(0.00)	(0.00)
RLM_{ρ}	436.83***	438.42***	490.10***	365.60***
	(0.00)	(0.00)	(0.00)	(0.00)
RLM_{λ}	0.041	0.24	0.31	0.49
	(0.84)	(0.62)	(0.58)	(0.48)

The table above presents the results of spatial correlation tests for all three samples;

H_0 No Spatial Autocorrelation, Z_I follows the standard normal distribution, RLM_{ρ} *and* RLM_{λ} follow the χ^2 distribution with one degree of freedom

Confidence intervals presented as ***99%; *p*-values in parentheses;

[a] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km);

[b] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km);

[c] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km);

[d] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km)

Based on the Moran's I test results, with 99% confidence for each sample, we reject the null hypothesis that there is no spatial correlation of the residuals. Based on the results of the RLM test for dependent variable spatial correlation, we reject the null hypothesis of no spatial correlation for each subsample with 99% confidence. In contrast, based on the results of the RLM test for residual spatial correlation, we fail to reject the null hypothesis of no spatial correlation across all subsamples. Consequently, the spatial autoregressive model is the most appropriate econometric tool to conduct our analysis (Florax and De Graaff 2004). In Tables 4 and 5, we report the results of our analysis, comparing the OLS estimates (Table 4) of Eq. (2) to the MLL estimates (Table 5) of Eq. (6) with λ restricted to zero as a natural consequence of the Moran's I and RLM diagnostic tests discussed above.

Although biased, OLS estimates have good explanatory power across all four samples (the coefficient of determination ranges from 60% to 72%). However, comparison of the lower values of the AIC of the spatial autoregressive models to the corresponding OLS models confirms the hypothesis that the spatial autoregressive models represent the reality with minimum information loss. Therefore, this additional information supports our contention that the spatial autoregressive model is the most appropriate framework for statistical inference in our study.

In general, the spatial autoregressive model estimates have good statistical power and the expected coefficient signs across the four subsamples. Curiously, though, we find that the prices of properties purchased in 2009 after the U.S. financial crisis (compared to the baseline year 2007) are not statistically significant within 1.88 km from the closest tower (across the first three quartiles of the distance to the closest wireless tower). On the other hand, although the coefficients for dwelling age, unemployment rate, and the percentage increase in the African American population per census tract are all statistically significant, none seems to be economically significant in Mobile County. As expected, the numbers of bedrooms and bathrooms, as well as income are important predictors of property value in terms of economic magnitude. However, as in Locke and Blomquist (2016), it appears that the impact of these variables is relative to property location with respect to the towers. For example, an average household would be willing to pay between 7% to 8.5%[10] more than the average price of a property for an additional bedroom across the four samples while the household's willingness to pay for an additional bathroom ranges between 21% to 27% more than the average across the four subsamples. Moreover, commensurate with a 10% increase in median income per census tract, the property price increases range from between 18% to 21% for those properties located beyond 1.88 km from the closest tower (across Samples 2–4). However, it seems that the price of properties located within 0.72 km from the closest tower (Sample 1) is only negligibly sensitive to median income changes.

Turning our analysis to the impact of the wireless tower on the value of residential properties, our first assessment of the spatial autoregressive model estimate of D for the properties located within 0.72 km from the closest tower (Sample 1) shows a statistically

[10] There is a quadratic relationship between the logarithm of the property price and the number of bedrooms. We evaluate the semi-elasticities at the mean values of the number of bedrooms as reported in Table 2.

Table 4 Ordinary Least Squares

	Sample 1[a] (0.00–0.72Km)	Sample 2[b] (0.72Km – 1.13Km)	Sample 3[c] (1.13Km – 1.88Km)	Sample 4[d] (1.88Km – 41Km)
Constant	9.872*** (16.26)	6.362*** (12.2)	6.009*** (15.53)	6.311*** (11.59)
Age	-0.004*** (−12.86)	-0.006*** (−16.64)	-0.007*** (−18.07)	-0.008*** (−21.77)
Bedrooms	0.365*** (7.14)	0.417*** (9.76)	0.074*** (6.15)	0.115*** (9.07)
Bedrooms^2	-0.043*** (−5.75)	-0.041*** (−6.99)	-0.002*** (−4.03)	-0.003*** (−5.87)
Bathrooms	0.329*** (31.83)	0.277*** (30.66)	0.373*** (37.72)	0.278*** (26.44)
Onestory (0/1)	0.031* (1.65)	0.06*** (3.34)	0.069*** (3.89)	0.17*** (8.14)
Twostories (0/1)	0.058*** (3.28)	0.112*** (6.49)	0.092*** (5.4)	0.191*** (9.50)
Car shelter (0/1)	0.179*** (17.32)	0.187*** (17.77)	0.189*** (18.89)	0.239*** (23.03)
Fireplace (0/1)	0.203*** (17.87)	0.184*** (15.52)	0.158*** (13.74)	0.179*** (17.01)
Fence (0/1)	0.067*** (6.33)	0.019* (1.73)	0.024*** (2.26)	0.036*** (3.23)
Deck (0/1)	0.092*** (7.03)	0.065*** (5.02)	0.075*** (5.96)	0.093*** (7.15)
Pool (0/1)	0.067 (1.36)	-0.004 (−0.08)	-0.026 (−0.51)	0.118** (2.20)
Brick (0/1)	0.118*** (10.6)	0.098*** (8.48)	0.125*** (11.1)	0.096*** (7.56)
Rural (0/1)	-0.065*** (−3.07)	-0.119*** (−4.93)	-0.066** (−2.25)	0.216888 (5.35)
ln(distCBD)	-0.287*** (−10.06)	-0.103*** (−3.44)	-0.163*** (−4.67)	-0.075 (−1.33)
Towers	0.003*** (2.74)	0.003*** (3.63)	0.001 (0.49)	-0.002 (−0.75)
ln(Income)	0.155*** (5.58)	0.379*** (14.38)	0.478*** (16.27)	0.388*** (8.001)
ln(Black)	-0.066*** (−6.66)	-0.091*** (−9.41)	-0.065*** (−6.64)	-0.023** (−2.38)
Unemployment	-0.011*** (−7.44)	-0.004*** (−2.68)	0.009*** (5.27)	0.003*** (1.91)
Year 2008	0.075*** (3.95)	0.129*** (6.84)	0.111*** (5.8)	0.100*** (5.26)
Year 2009	0.009 (0.45)	0.011 (0.54)	0.036 (1.69)	0.019 (0.9)
Year 2010	-0.116*** (−5.02)	-0.087*** (−3.57)	-0.118*** (−5.29)	-0.062*** (−3.02)
Year 2011	-0.288*** (−12.54)	-0.297*** (−13.56)	-0.235*** (−10.48)	-0.185*** (−8.4)
Year 2012	-0.346*** (−15.52)	-0.304*** (−13.11)	-0.26*** (−11.13)	-0.21*** (−9.73)
Year 2013	-0.321*** (−14.58)	-0.331*** (−14.89)	-0.307*** (−13.93)	-0.249*** (−11.76)
ln(Distance)	-1.257*** (−2.95)	0.343 (1.41)	0.055 (0.49)	0.107*** (3.67)
D	-0.191*** (−4.82)	-0.011 (−0.1)	0.005 (0.05)	0.044 (1.200)
ln(Distance)·D	0.51*** (5.41)	0.048 (0.28)	0.009 (0.07)	-0.031* (−1.72)
V	-0.234 (−0.67)	0.123 (0.74)	-4.314 (−0.54)	NA[e]
ln(Distance)·V	0.829** (1.97)	-0.241 (−0.99)	5.59 (0.6)	NA[e]
H_tower	0.007 (1.43)	0.001 (0.62)	0.001 (1.62)	0.001*** (3.06)
H_tower·V	-0.006 (−1.14)	0.001** (2.37)	-0.006 (−0.75)	NA[e]
Adj. R^2	0.715	0.722	0.714	0.605

Table 4 (continued)

	Sample 1[a] (0.00–0.72Km)	Sample 2[b] (0.72Km – 1.13Km)	Sample 3[c] (1.13Km – 1.88Km)	Sample 4[d] (1.88Km – 41Km)
AIC	4257	4308	4157	4685
Deg. of Freedom	5773	5774	5774	5773
Sample Size	5828	5827	5827	5827

The table above presents results of the Ordinary Least Square estimates

Zipcode parameter estimates are not reported to save space (available upon request). Ten, twelve, twelve and eight *Zipcode* dummy variables were dropped from the analysis of *Samples 1, 2, 3* and *4,* respectively, because there were not properties within these zipcode areas

Confidence intervals presented as ***99%, **95%, and *90%; t-values in parentheses;

[a] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km);

[b] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km);

[c] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km);

[d] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km);

[e] Visibility variable was dropped from the analysis because there were not visible towers in Sample 4

significant, negative correlation between property price and sales occurring after tower construction. The same estimate is statistically equally to zero for those properties located within 0.72 and 1.88 km from the closest tower (Samples 2 and 3). For properties that are far from the visibility range of a tower (Sample 4 includes properties located beyond 1.88 km), the correlation between property price and tower becomes positive and statistically different from zero. *V*, the visibility of the tower, is not statistically significant across the four samples. However, ln(*Distance*)·*V* is statistically significant at the 5% alpha level for properties that are located within 0.72 km from the closest tower (Sample 1). For these properties, we perform a log-likelihood ratio test for the joint significance of *V*, ln(*Distance*)·*V* and *h_tower*·*V*, following the χ^2 distribution with three degrees of freedom equal to the number of restrictions (three estimates simultaneously equal to zero). We reject the null hypothesis that these three estimates are jointly equal to zero (*p*-value =0.071, 90% confidence). Hence, we must include these parameters to model the relationship between housing price and tower proximity for those properties that are closer to the wireless tower (Sample 1). However, the opposite is true for properties located beyond 0.72 km as we fail to reject the null hypothesis when applying the same test to these properties. In addition, the number of wireless towers per census tract (*Towers*) and tower height (*h_tower*) have no significant impact on housing price across the four samples (statistically and economically).

To assess the average social welfare impact of wireless tower proximity on residential property values, we estimate the predicted housing value from sales occurring before and after tower construction using Eq. (3). In Table 6, we report the predicted

Table 5 Spatial Autoregressive Models

	Sample 1[a] (0.03Km – 0.72Km)	Sample 2[b] (0.72Km – 1.13Km)	Sample 3[c] (1.13Km – 1.88Km)	Sample 4[d] (1.88Km – 41Km)
Constant	6.404*** (11.417)	4.315*** (8.984)	4.109*** (11.697)	5.304*** (10.467)
Age	-0.004*** (−11.15)	-0.005*** (−14.236)	-0.005*** (−14.209)	-0.007*** (−19.002)
Bedrooms	0.358 *** (7.728)	0.353*** (9.063)	0.068*** (6.221)	0.104*** (8.902)
$Bedrooms^2$	-0.044 *** (−6.522)	-0.036*** (−6.755)	-0.002*** (−4.066)	-0.003*** (−5.887)
Bathrooms	0.256*** (26.873)	0.216*** (25.703)	0.279*** (29.698)	0.241*** (24.491)
Onestory (0/1)	0.019 (1.111)	0.039** (2.38)	0.042*** (2.591)	0.133*** (6.847)
Twostories (0/1)	0.043*** (2.673)	0.077*** (4.884)	0.063*** (4.125)	0.155*** (8.296)
Car shelter (0/1)	0.129*** (13.573)	0.136*** (14.052)	0.142*** (15.426)	0.191*** (19.629)
Fireplace (0/1)	0.142*** (13.643)	0.134*** (12.346)	0.117*** (11.156)	0.152*** (15.428)
Fence (0/1)	0.067*** (6.958)	0.026*** (2.621)	0.04*** (4.164)	0.048*** (4.579)
Deck (0/1)	0.08*** (6.74)	0.059*** (5.035)	0.081*** (7.096)	0.084*** (6.965)
Pool (0/1)	0.04 (0.898)	0.039 (0.807)	0.003 (0.071)	0.089** (1.786)
Brick (0/1)	0.078*** (7.743)	0.076*** (7.249)	0.101*** (9.888)	0.085*** (7.262)
Rural (0/1)	-0.015 (−0.791)	-0.064*** (−2.908)	-0.042 (−1.598)	0.153*** (4.063)
ln(distCBD)	-0.218*** (−8.416)	-0.089*** (−3.274)	-0.108*** (−3.421)	-0.084 (−1.612)
Towers	0.002*** (2.666)	0.002** (2.157)	0.001 (0.313)	-0.001 (−0.583)
ln(Income)	0.09*** (3.557)	0.207*** (8.428)	0.274*** (10.083)	0.179*** (3.908)
ln(Black)	-0.04*** (−4.359)	-0.059*** (−6.655)	-0.041*** (−4.66)	-0.02** (−2.165)
Unemployment	-0.007*** (−5.249)	-0.003** (−2.204)	0.006*** (3.715)	0.001 (0.779)
Year 2008	0.078*** (4.552)	0.128*** (7.504)	0.114*** (6.589)	0.108*** (6.124)
Year 2009	0.015 (0.843)	0.007 (0.374)	0.031 (1.615)	0.024** (1.209)
Year 2010	-0.117*** (−5.581)	-0.095*** (−4.276)	-0.12*** (−5.934)	-0.071*** (−3.714)
Year 2011	-0.300*** (−14.474)	-0.304*** (−15.253)	-0.236*** (−11.639)	-0.189*** (−9.255)
Year 2012	-0.340*** (−16.871)	-0.306*** (−14.514)	-0.296*** (−13.986)	-0.228*** (−11.364)
Year 2013	-0.328*** (−16.461)	-0.331*** (−16.388)	-0.322*** (−16.132)	-0.257*** (−13.074)
ln(Distance)	-1.167*** (−3.025)	0.274 (1.232)	0.059 (0.593)	0.09*** (3.318)
D	-0.12*** (−3.35)	-0.007 (−0.066)	0.003 (0.031)	0.06* (1.773)
ln(Distance)·D	0.332*** (3.886)	0.043 (0.27)	0.007 (0.062)	-0.039** (−2.298)
V	-0.453 (−1.432)	0.118 (0.782)	-2.747 (−0.377)	NA[e]
ln(Distance)·V	0.872** (2.291)	-0.193 (−0.869)	3.533 (0.421)	NA[e]
H_tower	0.001 (0.151)	0.001 (0.436)	0.001 (1.414)	0.001* (1.934)
H_tower·V	0.001 (0.02)	0.001 (1.394)	-0.003 (−0.451)	NA[e]
ρ	0.362*** (31.59)	0.349*** (30.53)	0.352*** (32.61)	0.310*** (26.89)

Table 5 (continued)

	Sample 1[a] (0.03Km – 0.72Km)	Sample 2[b] (0.72Km – 1.13Km)	Sample 3[c] (1.13Km – 1.88Km)	Sample 4[d] (1.88Km – 41Km)
σ	0.314*** (33.137)	0.317*** (32.781)	0.311*** (33.286)	0.334*** (31.215)
AIC	3347	3457	3243	4022
Deg. of Freedom	5571	5572	5572	5571
Sample Size	5828	5827	5827	5827

The table above presents results of the maximum log-likelihood estimations of the spatial autoregressive models

Zipcode parameter estimates are not reported to save space (available upon request). Ten, twelve, twelve and eight *Zipcode* dummy variables were dropped from the analysis of *Samples 1, 2, 3* and *4,* respectively, because there were not properties within these zipcode areas

Confidence intervals presented as ***99%, **95%, and *90%; z-values in parentheses;

[a] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km);

[b] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km);

[c] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km);

[d] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km);

[e] Visibility variable was dropped from the analysis because there were not visible towers in Sample 4

sales value and t-test results of the sale price means for home sales occurring before and after tower construction.

For properties located within a 0.72-km radius of a wireless tower that are sold after tower construction (Sample 1), it appears there is indeed a tower-related negative price effect. We estimate the social cost tower impact as approximately $4132 ($p$-value =0.014), which corresponds to a *2.65% decrease* in property value. As expected, tower impacts are negligible for the stratum of housing units located beyond 0.72 km. Along the same line, we compute the impact of tower visibility for properties sold after tower construction as $E(exp(\mathbf{X\beta}|\mathbf{D} = 1;\mathbf{V} = 1)) - E(exp(\mathbf{X\beta}|\mathbf{D} = 1;\mathbf{V} = 0))$. Our calculations, summarized in Table 7, indicate a tower visible to properties within 0.72 km would effectively depreciate property values an average of 9.78%, equating to an average monetary loss of $17,037 ($p$-value =0.00). The impact of tower visibility would be statistically equal to zero for those properties beyond the 0.72 km band. In addition, we use Eq. (4) to gauge the overall social welfare resulting from wireless towers. Computing the sum of the difference between the predicted housing price before and after tower construction across the sample, we find a staggering aggregate value loss of $24.08[11] million dollars.

[11] This figure was calculated using equation (4). Let $\widehat{y}_1$ be a column vector (5828 × 1) of predicted housing prices obtained by evaluating $\exp(\mathbf{X\beta})$ at the average values of all of the price predictors with D = 1 (sold after tower construction) and $\widehat{y}_0$ the predicted housing prices counterpart with D = 0 (sold before tower construction). We define the change in welfare of each household i within Sample 1, as the element-by-element subtraction $\Delta W_i = \widehat{y}_{1i} - \widehat{y}_{0i}$. Finally, the aggregate welfare impact was obtained by taking the sum of the elements of the column vector ΔW, i.e., $\sum_{i=1}^{5,828} \Delta W_i = -24,081,385$.

Table 6 Social Welfare Analysis of Wireless Tower Impact on Home Values

	Expected Value		
	Before Tower	After Tower	Impact[a]
Sample 1[b]	155,911	151,779	-4132**
	(91,553)	(89,964)	(1681)
Sample 2[c]	161,865	164,068	2204
	(131,195)	(133,607)	(2453)
Sample 3[d]	162,249	163,485	1236
	(113,627)	(114,428)	(2113)
Sample 4[e]	159,752	161,770	2107
	(101,244)	(103,532)	(1897)

The table above presents the social welfare analysis of wireless tower impacts on home values

After tower = exp.(Xβ)|D = 1, Before tower = exp.(Xβ)|D = 0, Impact = exp.(Xβ|D = 1) - exp.(Xβ|D = 0)

**95% confidence interval; standard deviation in parentheses;

[a] standard error t-test in parentheses; t-test H_0: *E[exp(Xβ|D = 1)] = E[exp(Xβ|D = 0)]*;

[b] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km – sample size =5828);

[c] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km – sample size =5827);

[d] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km – sample size =5827);

[e] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km – sample size =5827)

Because we find no evidence that towers impact prices of properties located beyond 0.72 km of a tower, we focus our analysis on the price sensitivity of homebuyers of properties located within 0.72 km of a tower. Earlier, we mention one of the main strengths of a spatial econometric analysis is it enables disentanglement of the direct and indirect effects of tower proximity on property values. This is because of a spatially correlated dependent variable—that the change in price of house i with respect to the distance to the closest tower of the neighbor's house j within the same sample is not zero (i.e. $\partial \ln(Price)_i/\partial \ln(Distance)_j \neq 0$ with $i \neq j$).

LeSage and Pace (2009) derive:

$$\left\{\begin{array}{lcl} Average\ \ Direct\ \ Impact & = & n^{-1}\ tr\left[(I-\rho\mathbf{W})^{-1}I\beta_k\right] \\ Average\ \ Indirect\ \ Impact & = & n^{-1}\left\{1_n'\left[(I-\rho\mathbf{W})^{-1}I\beta_k\right]1_n - tr\left[(I-\rho\mathbf{W})^{-1}I\beta_k\right]\right\} \\ Average\ \ Total\ \ Impact & = & n^{-1}\ 1_n'\ \left[(I-\rho\mathbf{W})^{-1}I\beta_k\right]\ 1_n \end{array}\right\} \tag{11}$$

for each predictor β_k with $k = 1,2,..K$. Therefore, we use Eq. (11) to decompose and calculate the average total impact of the wireless tower on property values within Sample 1 as reported in Table 8.

Table 7 Social Welfare Analysis of Wireless Tower Visibility on Home Values

	Expected Value		
	Non-visible Tower	Visible Tower	Impact[a]
Sample 1[b]	174,194	157,157	-17,037***
	(104,007)	(92,447)	(1823)
Sample 2[c]	161,120	164,370	3251
	(132,276)	(133,740)	(2464)
Sample 3[d]	163,113	163,335	222
	(114,055)	(114,297)	(2115)
Sample 4[e]	157,454	NA[f]	NA[f]
	(99,875)	(NA)[f]	(NA)[f]

The table above presents the social welfare analysis of the visibility impact of wireless tower on home values (after tower construction — $D = 1$)

Visible tower = $exp.(X\beta|D = 1;V = 1)$, *Non-visible tower* = $exp.(X\beta|D = 1;V = 0)$, *Impact* = $exp.(X\beta|D = 1;V = 1) - exp.(X\beta|D = 1;V = 0)$;

Confidence intervals presented as ***99%; standard deviation in parentheses;

[a] standard error t-test in parentheses; t-test H_0: $E[exp(X\beta|D = 1;V = 1)] = E[exp(X\beta|D = 1;V = 0)]$;

[b] *Sample 1* is a subsample of properties selected within the first quartile of the minimum distance to the closest wireless tower (radius ≤ 0.72Km – sample size =5828);

[c] *Sample 2* is a subsample of properties within the second quartile of the minimum distance to the closest wireless tower (0.72Km ≤ *distance* ≤ 1.13Km – sample size =5827);

[d] *Sample 3* is a subsample of properties within the third quartile of the minimum distance to the closest wireless tower (1.13Km ≤ *distance* ≤ 1.88Km – sample size =5827);

[e] *Sample 4* is a subsample of properties within the fourth quartile of the minimum distance to the closest wireless tower (1.88Km ≤ *distance* ≤ 41Km – sample size =5827);

[f] Visibility variable was dropped from the analysis because there were not visible towers in *Sample 4*

We then use Eq. (5) to assess the price sensitivity of buyers with respect to the distance to the closest visible and non-visible towers after their construction. It appears that if the tower is not visible, the property price decreases 8.7% for every 10% increase in distance to the closest tower. The spillover effect on property price due to the depreciation of the neighbor's property—the average indirect effect—is 4.41% of price decrease for every 10% increase in the distance to the closest tower. The total

Table 8 Decomposition of the Price Sensitivity of Home Buyers to Tower Proximity

	Average Direct Impact	Average Indirect Impact	Average Total Impact
ln(*Distance*)	-1.213	-0.616	-1.828
ln(*Distance*)·*D*	0.345	0.175	0.520
ln(*Distance*)·*V*	0.906	0.460	1.367

The table above presents the results of the sensitivity analysis designed to compare the price sensitivity of buyers of properties from which the closest tower is not visible

Average Direct Impact = $\partial \ln(\text{Price})_i/\partial \ln(\text{Distance})_i$, *Average Indirect Impact* = $\partial \ln(\text{Price})_i/\partial \ln(\text{Distance})_j$ with $i \neq j$, *Average Total Impact* = Average Direct Impact + Average Indirect Impact

depreciation is 13% for 10% increase in the distance. Therefore, it may well be that non-visible towers are a potential external benefit for properties located within 0.72 km of a tower. Although we cannot affirmatively explain this finding, our sense is it may be due to enhanced wireless coverage resulting in a stronger wireless signal.

It is noteworthy that only 69 of 5828 properties within 0.72 km of the closest tower are outside of the visibility range of a tower. In contrast, however, the 5759 homebuyers purchasing properties within 0.72 km of the closest tower that are within visible range of a tower are not particularly sensitive, on average, to the distance to the visible tower, despite their perceptions of a visible tower as a negative externality. In fact, housing prices appreciate approximately 0.4% for each 10% increase in the distance to the closest visible tower. The average indirect impact of towers on those buyers (price spillover due to neighbor's price movement) is approximately 0.2%. This is to say that buyers of properties located an average of 0.497 km (average minimum distance in Sample 1) to the closest tower are willing to pay a premium of approximately 0.6% of the average housing price for every 10% increase in the average distance from a tower (average total impact). Monetarily, this translates into a value of approximately $962 per 50 linear meters[12] of increase in distance from the closest tower.

One limitation of our study is that we cannot control for potential endogeneity associated with the sale date dummy variable (*D*). Even though homeowners could choose to buy or not to buy a property after tower construction, we have no information as to their motivations for buying. Ideally, a difference-in-differences study restricted to repeat sales of the same property occurring pre- and post-tower construction could potentially mitigate this source of bias. Unfortunately, within the entire sample of 23,309 housing sales there are only 42 repeat sales. A difference-in-differences approach based on a sample of 42 observations would clearly suffer from a micronumerosity problem with negative degrees of freedom (the number of parameters would exceed the sample size), and would, therefore, lack empirical viability.

Notwithstanding the slight potential for bias, our results are clear: consumers perceive visible wireless towers as economic externalities. Aggregate social costs are highly significant relative to those properties within a 0.72 Km radius of a tower. Additionally, we must also point out that our study does not assess intangible social benefits of wireless towers, such as high-speed internet access, emergency communications, and digital forensics enabling national security related wireless communication monitoring, all of which provide invaluable services to consumers, businesses, and institutions.

Conclusion

Truly, we currently live in the Age of Information. According to the International Communication Union of the United Nations, the number of wireless phone subscriptions totaled over 7 billion worldwide in 2015, with wireless coverage extending to 95% of the world's population (United Nations, International Communication Union 2015). U.S. wireless usage is no less astounding, as evidenced by the 1045% increase in

[12] We calculate a 10% increase in the average minimum distance for houses in *Sample 1* as 0.49 km · 0.1 ≈ 50 m. A 0.59% increase in the average housing price of *Sample 1* is $163,008.8 · 0.0059 ≈ $ 961.80.

wireless devise demand over the last 20 years (CTIA 2015). The future looks promising as well, with expectations that U.S. wireless industry employment will increase more than 31% from 2012 to 2017 (Pearce et al. 2013). Yet, even with the wireless industry poised for continued growth, it is unlikely it will be without consequences. Certainly, there are private benefits associated with the use of wireless service, yet there are costs as well. In this study, we examine one such cost: the impact of wireless towers on home values.

Although previous researchers have examined this issue, our study differs in two aspects. First, we address the econometric problem of spatial dependence that typically flaws hedonic price estimation analysis. We contend our empirical analyses are more efficient than those used in other studies, and as result, our results reveal greater consistency and reliability. Second, rather than rely solely on neighborhood-based property sales data, we test our hypothesis using recent property sales and current wireless tower locational data for an entire metropolitan statistical area,[13] which also happens to be one of the busiest port cities in the United States.[14]

The results of a series of spatial statistical tests developed by Anselin et al. (1996) suggest that a spatial autoregressive model is the most appropriate econometric approach to test our research hypothesis. We conduct a marginal sensitivity analysis for homes within different radii of distances to the closest visible and non-visible wireless towers, basing the distance bands on quartiles of the distance to the wireless tower. Our results reveal wireless tower capitalization only in the value of those properties that are within approximately 0.72 km of a tower. On average, the potential external cost of a wireless tower is approximately $4132 per residential property, which corresponds to a negative price effect of 2.65%. The negative price impact of 9.78% is much more severe for properties within visible range of a tower compared to those not within visible range of a tower. This negative impact vanishes as radii distances exceed 0.72 km. In aggregate, the social welfare cost for the properties in our sample located within 0.72 km amounts to an approximate loss of $24.08 million dollars of value.

U.S. federal law prohibits wireless siting denial if no alternative site is available (FCC 1996; Martin 1997). However, given the apparent social costs associated with negative price effects, local zoning and regulatory authorities should consider granting approvals that include impact-minimizing conditions. For example, wireless tower construction approvals could require development and maintenance of visual or vegetative buffer screening. Concurrently or alternatively, approvals could mandate camouflaging towers to look like trees or flagpoles. Other types of approval conditions could dictate attachment of communication antennae systems to existing structures such as buildings, street light poles, electric utility poles, water towers, billboards, or even sports stadium super-structures. Clearly, society is dependent on wireless communication, and obfuscating efforts to expand or improve coverage makes little sense. Arguably, however, authorities overseeing the process have definitive obligations, perhaps even fiduciary ones, to safeguard the interests and well-being of those whom they serve.

[13] The U.S. Census Bureau list of metropolitan statistical areas ranks Mobile County, Alabama at number 127. Data available at http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk.

[14] The Port of Mobile is home to the twelfth busiest port in the U.S., and ninth busiest port along the Gulf Coast, ranked by cargo tonnage handled as reported by the U.S. Department of Transportation, available at http://www.rita.dot.gov/bts/sites/rita.dot.gov.bts/files/publications/national_transportation_statistics/html/table_01_57.html.

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Minden for Safe Tech Opposition Exhibit 2

Structural Engineer Opinion – "Douglas HS"

Northbay Consulting Inc.
Mission - Critical Disaster Recovery

September 6, 2024

SUBJECT: Review of Plans submitted for application DP 24-0169
East Fork Fire Protection District, Station 14
1699 County Road, Minden, NV

The plans as submitted are missing the foundation and structural design of the Monopole. The foundation design should include calculations for the support of the weight of the structure as well as calculations for resisting the bending moment the Monopole will be subject to from wind. The location of the antennas at an elevation +70 feet above the surrounding ground will create a substantial bending moment on the Monopole. The American Society of Civil Engineers online Hazard Tool indicated the wind speed for this location is 106 mph. This site is in a "Special Wind Region" and as such should be examined for unusual wind conditions. The local Authority having jurisdiction shall, if necessary, adjust the values given to account for higher local wind speeds. Such adjustment shall be based on meteorological information and an estimate of the basic wind speed obtained in accordance with the provisions in Section 26.5.3 of the *ASCE/SEI 7-22 Minimum Design Loads and Associated Criteria for Building and Other Structures*. A geotechnical analysis report for the proposed site location should be included with the foundation design.

An observation from sheet number A-3.1: the space reserved for emergency services antenna(s) will exceed the 80 ft. limit / restriction if added to the Monopole.

Other concerns may be revealed from a review of a more complete plan submittal.

I would not recommend this application for approval for any City or other Jurisdiction in the United States without the complete design with supporting calculations and documentation.

STATE OF LOUISIANA
DWAYNE R. BONNER
License No. 39807
PROFESSIONAL ENGINEER

Respectfully,

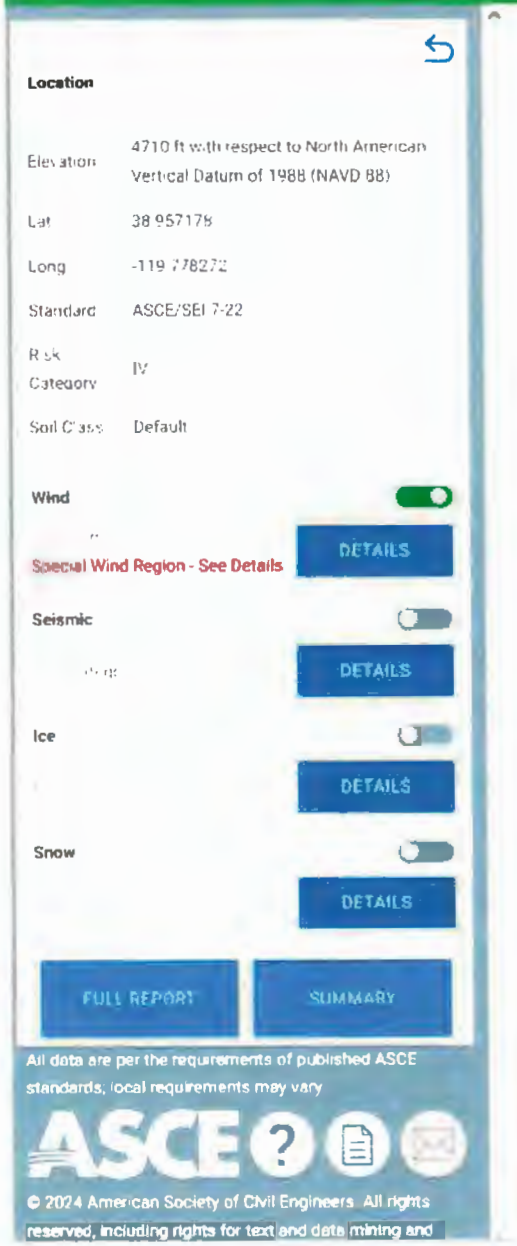
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SDVOSB
cVE

ASCE HAZARD TOOL



Location

Elevation	4710 ft with respect to North American Vertical Datum of 1988 (NAVD 88)
Lat	38.957178
Long	-119.778272
Standard	ASCE/SEI 7-22
Risk Category	IV
Soil Class	Default

Wind — DETAILS

Special Wind Region - See Details

Seismic — DETAILS

Ice — DETAILS

Snow — DETAILS

FULL REPORT | SUMMARY

All data are per the requirements of published ASCE standards, local requirements may vary

ASCE

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Wind Details

Wind Speed	106 Vmph
10-year MRI	67 Vmph
25 year MRI	73 Vmph
50-year MRI	77 Vmph
100-year MRI	82 Vmph
300-year MRI	90 Vmph
700-year MRI	96 Vmph
1,700-year MRI	102 Vmph
3,000-year MRI	106 Vmph
10,000-year MRI	115 Vmph
100,000-year MRI	133 Vmph
1,000,000-year MRI	151 Vmph

Special Wind Region This site [illegible] special wind reg on [illegible] wn [illegible] F[illegible] 26 5-1 and should be examined for unusual wind conditions The Authority Having Jurisdiction shall if necessary, adjust the values given in Fig 26 5-1 to account for higher local wind speeds Such adjustment sha ' be based on meteorological information and an estimate of the basic wind speed obtained in accordance with the provisions in Section 26 5 3

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours Wind speeds are interpolated in accordance with the 7-22 Standard Wind speeds correspond to approximately a 1.6% probability of exceedance in 50 years (annual exceedance probability = 0 00033, MRI = 3,000 years) Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26 2

Data Source
ASCE/SEI 7-22, Fig. 26.5-1D and Figs. CC.2-1–CC 2-4, and Section 26.5.2

Minden for Safe Tech Opposition Exhibit 3
Structural Engineer Opinion – "Heybourne"

Northbay Consulting Inc.
Mission Critical Disaster Recovery

September 6, 2024

SUBJECT: Review of Plans submitted for application DP 24-0169
East Fork Fire Protection District, Station 6
1450 Stephanie Way, Minden, NV

The plans as submitted are missing the foundation and structural design of the Monopole. The foundation design should include calculations for the support of the weight of the structure as well as calculations for resisting the bending moment the Monopole will be subject to from wind. The location of the antennas at an elevation +70 feet above the surrounding ground will create a substantial bending moment on the Monopole. The American Society of Civil Engineers online Hazard Tool indicated the wind speed for this location is 106 mph. This site is in a "Special Wind Region" and as such should be examined for unusual wind conditions. The local Authority having jurisdiction shall, if necessary, adjust the values given to account for higher local wind speeds. Such adjustment shall be based on meteorological information and an estimate of the basic wind speed obtained in accordance with the provisions in Section 26.5.3 of the *ASCE/SEI 7-22 Minimum Design Loads and Associated Criteria for Building and Other Structures*. A geotechnical analysis report for the proposed site location should be included with the foundation deign.

An observation from sheet number A-3.1: the space reserved for emergency services antenna(s) will exceed the 80 ft. limit / restriction if added to the Monopole.

Other concerns may be revealed from a review of a more complete plan submittal.

I would not recommend this application for approval for any City or other Jurisdiction in the United States without the complete design with supporting calculations and documentation.

STATE OF LOUISIANA
DWAYNE R. BONNER
License No. 39807
PROFESSIONAL ENGINEER

Respectfully,

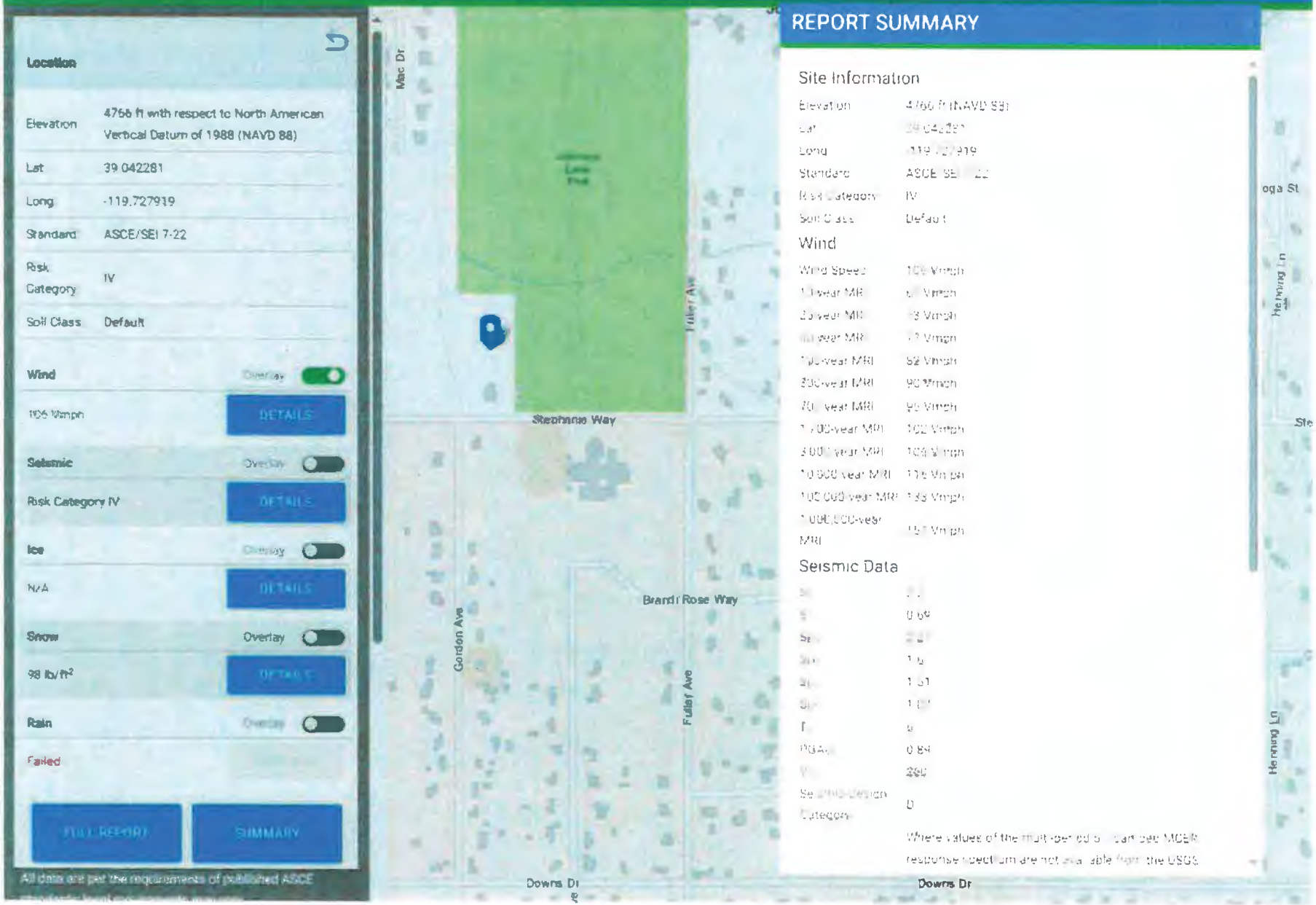
Dwayne R. Bonner

Dwayne R. Bonner, P.E., P.L.S.
Professional Engineer and Land Surveyor
Licensed in Louisiana P.E. No. 39807
Mississippi P.E. No. 12602
Mississippi P.L.S. No. 02642

Northbay Consulting Services, Inc.
P.O. Box 5728 Vacaville, CA, 95696 · 956 Los Alamitos St. Minden NV, 89423
PHONE: 707.692.7268 FAX: 707.359.0197 · northbayconsultingservices@gmail.com

SDVOSB
CVE

ASCE HAZARD TOOL



Minden for Safe Tech Opposition Exhibit 4

Electrical Engineer Opinion – "Douglas HS" and "Heybourne"

Anderson Engineering®
of New Prague Inc.

Arizona Office
9007 South 3rd Street
Phoenix, AZ 85042
PHONE: 952.292.6416
TOLL FREE: 800.893.4047
eanderson@aenpi.com

September 4, 2024

W. Scott McCollough, Esq.
McCollough Law Firm PC
2290 Gatlin Creek Road
Dripping Springs, Texas 78620
Email: wsmc@dotlaw.biz

RE: Douglas County Nevada Proposal for Verizon Wireless Unmanned Telecommunications Facilities.

Dear Mr. McCollough,

This letter will serve as the requested opinion regarding the ability to determine if the proposed Verizon Wireless Unmanned Telecommunications Facilities are following the requirements of the 2017 National Electrical Code (NEC).

I have reviewed the supplied drawings prepared for Verizon labelled Doughlas HS, 1699 County Road, Minden NV 89423 and Heybourne, 1450 Staphanie Way, Minden, Nevada 89423.

Without having further clarification of the electrical specifications of specific devices, namely the Verizon wireless power / battery (miscellaneous) cabinet, battery charger, heater, generator and batteries I am not able to opine on Verizon's compliance with the 2017 NEC.

Respectfully Submitted:

Erik S. Anderson, P.E.



Internet Communications Utilities Regulation

McCollough Law Firm PC
www.dotLAW.biz
2290 Gatlin Creek Rd.
Dripping Springs, Texas 78620
512.633.3498
512.692.2522
wsmc@dotLAW.biz

Minden for Safe Tech Opposition - Correction

From: W. Scott McCollough, Principal, McCollough Law Firm, PC.
To: Douglas County Planning Commission, via email to planning@douglasnv.us
Kirk Walder (Chair), kirkwalder@comcast.net
Maureen Casey, maureen.casey1@hush.com
Mark Neddenriep, neddenriepm@gmail.com
Paul Bruno, bruno.arbitration.mediation@gmail.com
Bryce Clutts, brycec@metcalfbuilders.com
Laurie Lile, llile1013@yahoo.com
David Nelson, dave@davenelsonrealtor.com
Date: Correction Submitted September 10, 2024, for September 10, 2024 meeting
Subject: Minden for Safe Tech Written Opposition – Meeting Agenda Items 1 and 2:
Item 1: "Douglas HS," Major Design Review application DP 24-0169 to allow an 80-foot (monopole) cell tower and associated network equipment within a 15-foot by 25-foot fenced equipment area, to include network cabinets and a standby diesel generator. 1699 County Road, Minden, NV in the Public Facility (PF) zoning district within the Minden Community Plan. APN: 1320-30-802-004.

Item 2: "Heybourne," Major Design Review application DP 24-0170 to replace an abandoned cell tower with an 80-foot (monopole) cell tower and associated network equipment within a 30-foot by 30-foot fenced equipment area, to include network cabinets and a standby diesel generator. 1450 Stephanie Way, Minden, NV in the Public Facility (PF) zoning district within the Johnson Lane Community Plan. APN: 1420-27-401-011

Please accept this correction to the Opposition submitted by Minden for Safe Tech on September 9, 2024. It appears that the as-filed document did not contain an intended essential footnote to the first sentence of the first full paragraph on page 2 explaining why the applications should be reviewed as a special use rather than design review. The omitted material provided:

> The applications are characterized as subject to "design review" but Minden for Safe Tech contends that once the full scope of each proposal is taken into account they should instead be treated as requiring a special use permit and variance. Both plans include reserved areas, conduits and pre-wired "Christy boxes" for "emergency service radio equipment." These radios will be placed on the very top of each tower, and that will result in a total height exceeding the 80-foot limitation for design review. *See* Development Code §20.660.130.I.1. There will also be diesel generators, large fuel tanks and batteries. While one of these individual features might be appropriate for design review, collectively they are not. Even if design review is appropriate, the Telecommunications Facility

provisions and substantive requirements in §20.664.180 still apply and the same findings on impact, appropriateness and safety code compliance must be made, albeit under §20.614.040 instead of §20.604.060.

There is also a typographical error on page 2 in the last sentence of the paragraph that continues over from page 1. Minden for Safe Tech "requests" that the original Opposition (and now this correction) be placed in each record.

Thank you for allowing us to make these corrections.

verizon

DOUGLAS HS

1699 COUNTY ROAD, MINDEN, NV 89423
MDG LOCATION ID: 5000926250
PROJECT ID: 16977613

PROJECT DESCRIPTION

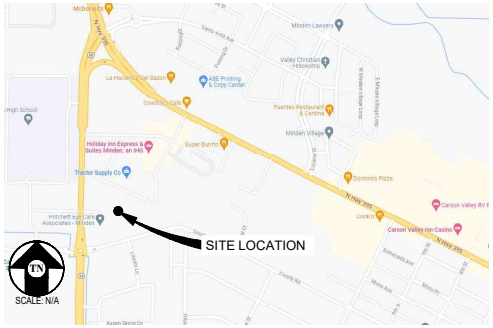
A (N) VERIZON WIRELESS UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF INSTALLING:

- (N) 30'-0"x30'-0" (900 SQ FT) LEASE AREA
- (N) 80' TALL MONOPOLE
- (12) (N) VERIZON WIRELESS ANTENNAS ON (N) MOUNTS
- (12) (N) RRH UNITS @ ANTENNAS
- (N) SURGE SUPPRESSORS, @ ANTENNAS & @ EQUIPMENT
- (3) (N) OUTDOOR EQUIPMENT CABINETS
- (N) STANDBY GENERATOR W/ FUEL TANK
- (N) POWER & FIBER TO SITE
- (1) (F) 2' MICROWAVE DISH

PROJECT INFORMATION

SITE NAME:	DOUGLAS HS
MDG LOCATION ID#:	5000926250
COUNTY:	DOUGLAS
JURISDICTION:	DOUGLAS COUNTY
APN:	1320-30-802-004
SITE ADDRESS:	1699 COUNTY ROAD MINDEN, NV 89423
CURRENT ZONING:	PF (PUBLIC FACILITY)
CONSTRUCTION TYPE:	V-B
OCCUPANCY TYPE:	U, (UNMANNED COMMUNICATIONS FACILITY)
POWER:	NV ENERGY
LATITUDE:	N 38° 57' 25.84" NAD 83 N 38.957178° NAD 83
LONGITUDE:	W 119° 46' 41.78" NAD 83 W 119.778272° NAD 83
GROUND ELEVATION:	±4711' AMSL
BASE FLOOD ELEVATION:	4712' AMSL
PROPERTY OWNER:	EAST FORK FIRE & PARAMEDIC DIST. 1694 COUNTY ROAD MINDEN, NV 89423
APPLICANT:	VERIZON WIRELESS 2770 SHADELANDS DRIVE, BLDG 11 WALNUT CREEK, CA 94598
SITE ACQUISITION COMPANY:	EPIC WIRELESS GROUP 605 COOLIDGE DRIVE, SUITE 100 FOLSOM, CA 95630
LEASING CONTACT:	ATTN: CHRIS HATCH (916) 243-5440 CHRIS.HATCH@EPICWIRELESS.NET
ZONING CONTACT:	ATTN: CHRIS HATCH (916) 243-5440 CHRIS.HATCH@EPICWIRELESS.NET
CONSTRUCTION CONTACT:	ATTN: BRETT EWING (916) 844-9324 BRETT.EWING@EPICWIRELESS.NET

VICINITY MAP



CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. 2018 INTERNATIONAL BUILDING CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
2. 2018 INTERNATIONAL RESIDENTIAL CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
3. 2018 INTERNATIONAL EXISTING BUILDING CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
4. 2018 INTERNATIONAL ENERGY CONSERVATION CODE
5. 2018 INTERNATIONAL FUEL GAS CODE
6. 2018 INTERNATIONAL MECHANICAL CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
7. 2018 UNIFORM PLUMBING CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
8. 2018 UNIFORM MECHANICAL CODE AND NECESSARY ADMINISTRATIVE PROVISIONS
9. 2017 NATIONAL ELECTRICAL CODE
10. 2018 INTERNATIONAL FIRE CODE
11. 2012 WILDLAND URBAN INTERFACE CODE
12. 2018 NORTHERN NEVADA AMENDMENTS
13. CITY/COUNTY ORDINANCES
14. ANSI/EIA-TIA-222-H

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS.

SHEET INDEX

SHEET	DESCRIPTION	REV
T-1.1	TITLE SHEET	-
C-1	TOPOGRAPHIC SURVEY	-
A-1.1	OVERALL SITE PLAN	-
A-1.2	ENLARGED SITE PLAN	-
A-1.3	EQUIPMENT PLAN	-
A-2.1	ANTENNA PLAN	-
A-3.1	ELEVATIONS	-
A-3.2	ELEVATION	-
A-4.1	DETAILS	-
E-1.1	ELECTRICAL PLAN	-
	GRADING PLANS BY OTHERS (DATED 06/25/24)	
C-2	CONCEPTUAL GRADING AND DRAINAGE PLAN	-

Issued For:

DOUGLAS HS

1699 COUNTY ROAD
MINDEN, NV 89423

PREPARED FOR

verizon
2770 SHADELANDS DR, BLDG 11
WALNUT CREEK, CA 94598

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

SITE NO:	5000926250
PROJECT NO:	16977613
DRAWN BY:	SEAD
CHECKED BY:	S. SAVIG
APPROVED BY:	-

ISSUE STATUS

REV	DATE	DESCRIPTION	CAD
9	07/19/24	CLIENT REV	T.T.
8	05/28/24	CLIENT REV	S.V.
7	05/06/24	CLIENT REV	T.T.
6	01/18/24	CLIENT REV	S.D.
5	01/11/24	CLIENT REV	S.D.
4	08/02/23	CLIENT REV	S.D.
3	07/05/23	CLIENT REV	C.T.C
2	06/20/23	ZD 100%	D.H.
1	05/23/23	CLIENT REV	D.H.
0	05/17/23	ZD 90%	-

Licensee:

PRELIMINARY:
NOT FOR
CONSTRUCTION

KEVIN R. SORENSEN
S4469

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

ENGINEER:

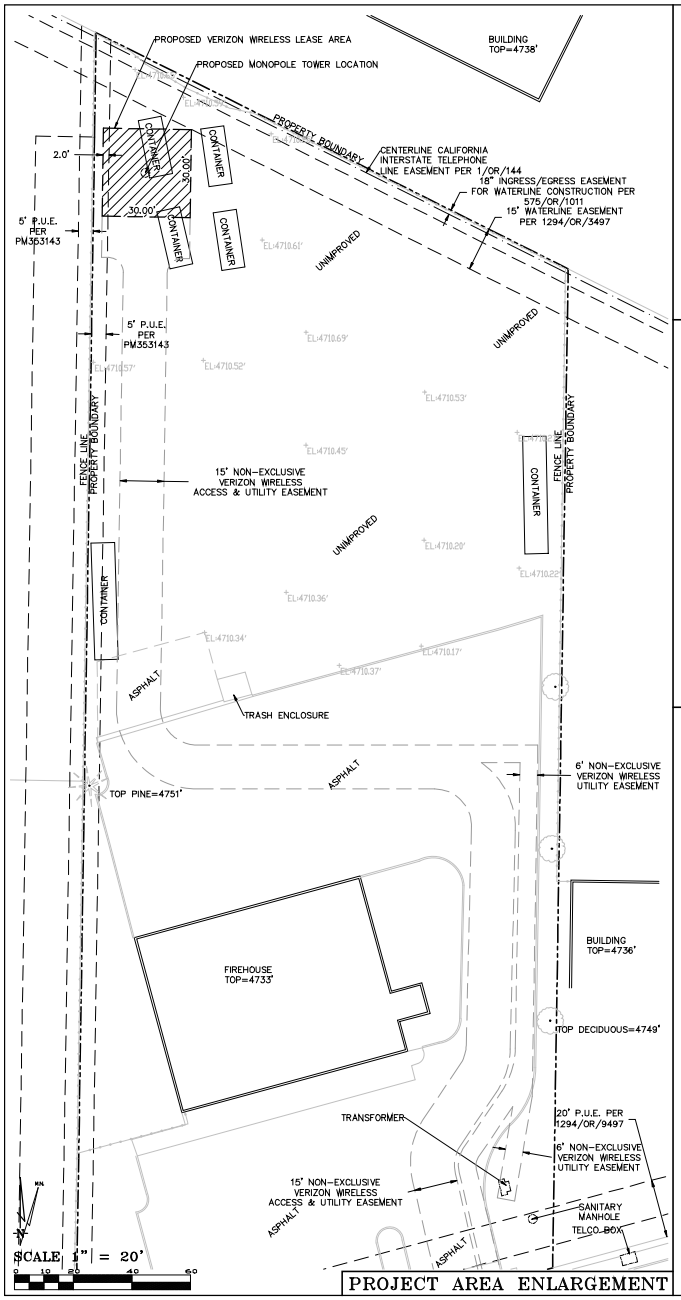
Streamline Engineering and Design Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-660-1930
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1.1



DATE OF SURVEY: 05-09-23

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, P.L.S. 13385

LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUBTRACT 3.69' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

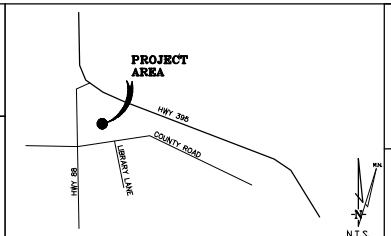
CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

ASSESSOR'S PARCEL NUMBER: 1320-30-802-004

OWNER(S): EAST FORK FIRE & PARAMEDIC DIST.
1694 COUNTY ROAD
MINDEN, NV 89423

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.



Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5015
Phone: (530) 885-0426 * Fax: (530) 823-1309

Verizon Wireless

Project Name: Douglas HS

Project Site Location: 1699 County Road
Minden, NV 89423
Douglas County

Date of Observation: 05-09-23

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Proposed Monopole

Coordinates (NAD83)
Latitude: N 38° 57' 25.84" N 38.957178°
Longitude: W 119° 46' 41.78" W 119.778272°

ELEVATION of Ground at Structure (NAVD88) 4711' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil Nevada PLS 13385

Lease Area Description

All that certain lease area being a portion of that certain parcel labeled "APN:25-050-65 1.50 ACRES" as is shown on that certain Parcel Map PM-2011 filed for record as Document No. 374040, 1195/OR/248, Official Records of Douglas County, Nevada and being a portion of SE 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., being more particularly described as follows:

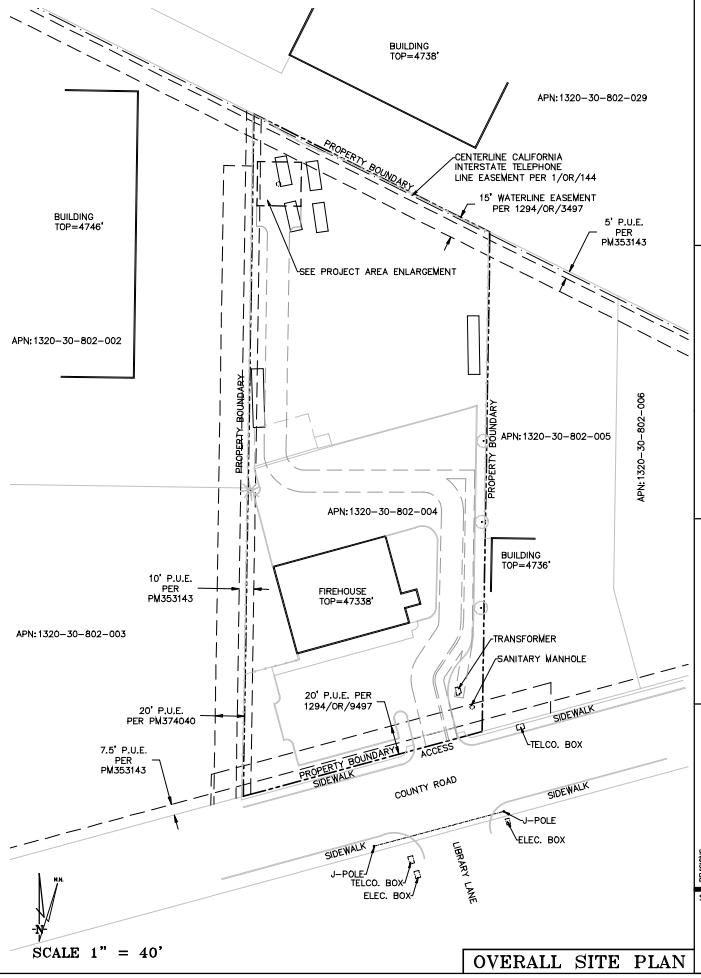
Commencing at a 5/8" bar and cap stamped PLS6899 set for the Northwest corner of the above referenced parcel; thence from said point of commencement South 04°22'44" East 32.66 feet to the True Point of Beginning; thence from said point of beginning South 89°06'30" East 30.00 feet; thence South 00°53'30" West 30.00 feet; thence North 89°06'30" West 30.00 feet; thence North 00°53'30" East 30.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes fifteen (15) feet in width the centerline of which is described as follows: beginning at the midpoint on the South boundary of the above described lease area and running thence South 00°53'30" West 6.54 feet to a point hereafter defined as Point "A"; thence continuing South 00°53'30" West 160.71 feet; thence through a tangent curve to the left having a central radius of 20.00 feet and running through an arc distance of 31.73 feet; thence tangent to the last curve East 81.00 feet to a point hereafter defined as Point "B"; thence through a tangent curve to the right having a central radius of 20.00 feet and running through an arc distance of 31.88 feet; thence tangent to the last curve South 01°20'34" West 75.49 feet; thence through a tangent curve to the right having a central radius of 20.00 feet and running through an arc distance of 11.43 feet; thence tangent to the last curve South 34°05'27" West 21.64 feet; thence through a tangent curve to the left having a central radius of 20.00 feet and running through an arc distance of 16.53 feet; thence tangent to the last curve South 13°16'15" East 39.66 feet more or less to the public right of way more commonly known as County Road.

Also together with a non-exclusive easement for access and utility purposes fifteen (15) feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence Easterly and Westerly parallel to the South line of the above described lease area for a distance of 15.00 feet.

Also together with a non-exclusive easement for utility purposes six (6) feet in width the centerline of which is described as follows: beginning at Point "B" as previously defined and running thence North 70°10'31" East 13.27 feet; thence East 19.60 feet; thence South 00°55'05" West 100.41 feet to a point hereafter defined as Point "C"; thence continuing South 00°55'05" West 16.16 feet; thence South 09°33'00" West 35.85 feet more or less to the existing transformer.

Also together with a non-exclusive easement for utility purposes six (6) feet in width the centerline of which is described as follows: beginning at Point "C" as previously defined and running thence through a tangent curve to the right having a central radius of 30.00 feet and running through an arc distance of 17.37 feet; thence tangent to the last curve South 34°05'27" West 22.94 feet; thence through a tangent curve to the left having a central radius of 8.17 feet and running through an arc distance of 6.75 feet; thence tangent to the last curve South 13°16'15" East 39.66 feet more or less to the public right of way.



DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE_IN		
OPS		
EE_OUT		

Surveyor

GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426

verizon

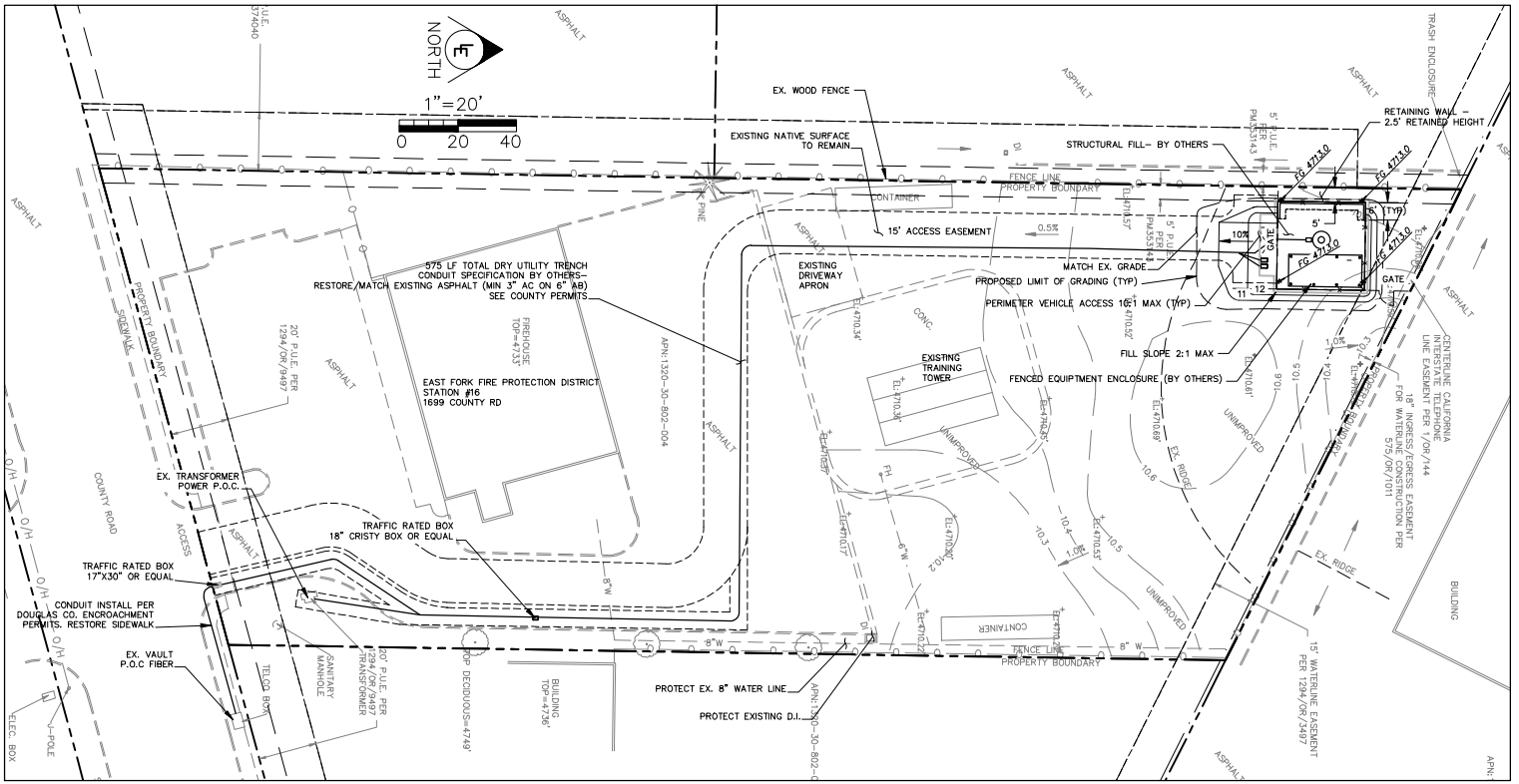
DOUGLAS HS
1699 COUNTY ROAD
MINDEN, NV 89423

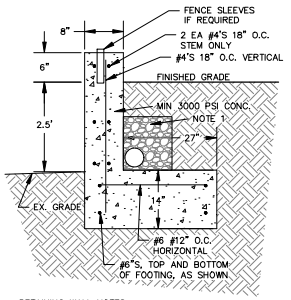
PLOT PLAN AND SITE TOPOGRAPHY

REVISIONS			
05-10-23 N. ROADE	REV	DRAWING SUBMITTAL	REV
05-19-23 N. ROADE	REV	TITLE WORK	REV
06-07-24 N. ROADE	REV	LEASE AREA MOD.	REV
07-19-24 N. ROADE	REV	REDLINES	REV
	REV		REV

Sheet

C-1





RETAINING WALL NOTES:

1. PROVIDE 4" PERFORATED PIPE DRAIN WITH DRAIN ROCK WRAPPED IN NON-WOVEN GEOTEXTILE
2. PLACE ON UNDISTURBED SOIL
3. CONCRETE PER ORANGE BOOK
4. WRAP ALL BARS MIN 18" AT WALL CORNERS

2.5' RETAINING WALL

CONTACT INFORMATION

PROJECT CIVIL ENGINEER:
MICHAEL LEFRANCOIS, PE
775-413-5055
MLEFRANCOIS@L-ENG.COM

PROJECT INFORMATION:

LOCATION:
ADDRESS: 1699 COUNTY RD, MINDEN NV
APN: 1320-30-802-004
SUBDIVISION:
LOT SIZE:
ELEVATION: 4713

PROPERTY OWNER:
EAST FORK FIRE & PARAMEDIC DIST.
1694 COUNTY RD
MINDEN, NV 89423

DOUGLAS COUNTY NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, OSHA REQUIREMENTS FOR EXCAVATION, AND SPECIAL REQUIREMENTS OF THE PERMIT. VIOLATIONS WILL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED.
2. NO WORK SHALL BE STARTED WITHOUT FIRST NOTIFYING THE COUNTY ENGINEERING INSPECTOR AT (775) 782- 6237 AT LEAST 2 WORKING DAYS BEFORE WORK IS COMMENCED.
3. SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL, OR AS DETERMINED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE COUNTY.
4. FILLS SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 'STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.'
5. ALL WORK AND MATERIALS SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ('ORANGE BOOK'). ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THESE AMENDED SPECIFICATIONS AND DETAILS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
6. ONE WEEK PRIOR TO THE COMMENCEMENT OF ANY WORK, CONSTRUCTION OR INSTALLATIONS ASSOCIATED WITH THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DOUGLAS COUNTY INSPECTOR AT (775)782-6237OF INTENT TO BEGIN AND REQUEST/SCHEDULE PRECONSTRUCTION MEETING AT THE PROJECT SITE WITH DOUGLAS COUNTY CONSTRUCTION INSPECTOR. FAILURE TO PROVIDE PROPER INSPECTION NOTIFICATION AS PRESCRIBED ABOVE SHALL RESULT IN THIS PERMIT BECOMING INVALID AND WORK BEING STOPPED.
7. CONTRACTOR'S SHALL COMPLY WITH THE REQUIREMENTS TO OBTAIN THE NECESSARY SITE IMPROVEMENT PERMITS AND SHALL COMPLY WITH THE SITE IMPROVEMENT PERMIT CONDITIONS AS FOUND ON THE BACK OF THE PERMIT FORM.
8. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
9. DOUGLAS COUNTY PARKS AND RECREATION, COMMUNICATIONS, AND SHERIFF'S OFFICE IS NOT REPRESENTED BY USA DIGS. WHEN THE CONTRACTOR EXCAVATES NEAR OR ADJACENT TO ANY OF THESE FACILITIES/PROPERTIES, THE CONTRACTOR SHALL CONTACT THE ADMINISTRATOR OF APPLICABLE DEPARTMENT AT PHONE NUMBER SHOWN ON COUNTY WEBSITE TO REQUEST ASSISTANCE IN LOCATING ALL THEIR UNDERGROUND FACILITIES. THIS REQUIREMENT MAY ALSO APPLY TO ANY OTHER COUNTY FACILITY/PROPERTY.
10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE RELOCATION OF ALL UTILITIES, POWER POLES, IRRIGATION DRY-UPS, RESETS REMOVALS BY OTHERS, ETC.
11. THE CONTRACTORS SHALL LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND AVOID DAMAGE TO SAME. CALL 811 FOR USA DIGS TWO WORKING DAYS PRIOR TO DIGGING.
12. CONTRACTORS SHALL COMPLY WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADING PER THE APPROVED TRAFFIC CONTROL PLANS.
13. IF A FIRE HYDRANT IS NEEDED TO OBTAIN CONSTRUCTION WATER, THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FROM DOUGLAS COUNTY PUBLIC WORKS OR APPLICABLE WATER PURVEYOR AND PAY ALL APPLICABLE FEES AND CHARGES.
14. IF DURING THE CONSTRUCTION OF A PUBLIC FACILITY, THE CONTRACTOR FAILS TO OR IS UNABLE TO COMPLY WITH A REQUEST TO THE ENGINEERING INSPECTOR, AND IT IS NECESSARY FOR COUNTY FORCES TO DO WORK THAT IS NORMALLY THE CONTRACTOR'S RESPONSIBILITY, THE COUNTY SHALL BE JUSTIFIED IN BILLING THE CONTRACTOR. EACH INCIDENT REQUIRING WORK BY COUNTY FORCES SHALL BE COVERED BY A SEPARATE BILLING AT THE CURRENT APPLICABLE RATES.
15. THE CONTRACTOR IS ADVISED THAT DAMAGE TO PUBLIC SERVICES OR SYSTEMS AS A RESULT OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AND INSPECTED BY THE ENGINEERING INSPECTOR. UNLESS OTHERWISE APPROVED BY THE COUNTY, ALL REPAIRS SHALL BE DONE WITHIN 24 HOURS. THE CONTRACTOR IS ADVISED THAT ANY COSTS RELATED TO REPAIR OR REPLACEMENT OF DAMAGED PUBLIC SERVICES AND SYSTEMS AS A RESULT OF CONTRACTOR'S ACTIVITIES SHALL BE BORNE BY THE CONTRACTOR.

PLAN NOTES

1. DATE OF SURVEY: 05-09-23 BY GEIL ENGINEERING
2. SURVEYORS NOTE: BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.
3. CONTOURS SHOWN 0.1' INTERVAL WERE SUPPLEMENTED FOR GENERAL INFORMATION
4. DATA MAY BE SUPPLEMENTED FROM DOUGLAS COUNTY GIS FEATURES
5. ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON USGS NAVD 88 DATUM ABOVE MEAN SEAL LEVEL
6. CONTRACTOR TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.
7. ALL SITE IMPROVEMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH DOUGLAS COUNTY CODE AND DOUGLAS COUNTY DESIGN CRITERIA AND ORANGE BOOK STANDARDS, AS APPLICABLE.
8. NO GEOTECHNICAL STUDY WAS PROVIDED.
9. DESIGN OF TELECOMMUNICATION FACILITIES AND STRUCTURES IS BY OTHERS.

ENGINEERS NOTES:

1. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION TO ALL UNDERGROUND UTILITIES, WHETHER NEW OR EXISTING, DURING CONSTRUCTION AND COMPACTION. CALL 811 UTILITY LOCATION SERVICE IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL EXPOSE AND CHECK ELEVATIONS OF EXISTING UTILITIES AND CLEARANCES OF UTILITY CROSSINGS BEFORE CONSTRUCTING NEW PIPELINES.
4. TRENCH EXCAVATION AND BACKFILL SHALL CONFORM TO THE DETAILS SHOWN ON THESE PLANS AND THE REQUIREMENTS OF THE APPROPRIATE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE BACKFILL REQUIREMENTS OF COUNTY AND ALL UTILITY COMPANIES.
5. OBSTRUCTIONS AND UTILITIES INDICATED ARE FOR INFORMATION ONLY. NOT ALL UTILITIES MAY BE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE ENCOUNTERED.
6. CONTRACTOR TO PROTECT IN-PLACE ANY UTILITIES, PIPES, OR OTHER IMPROVEMENTS IN THE WORK AREA. ANY DAMAGES TO EXISTING IMPROVEMENTS SHALL BE REPAIRED AND/OR REPLACED IN GOOD WORKING ORDER. ANY INTERRUPTIONS TO BUILDING SERVICES (SEWER, WATER, ELECTRICITY, ETC.) SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
7. IRRIGATION SYSTEMS ENCOUNTERED DURING CONSTRUCTION SHALL BE MAINTAINED IN WORKING CONDITION. IF PIPES NEED TO BE CUT AND REMOVED, TEMPORARY BYPASS PIPES SHALL BE INSTALLED. NO SECTIONS OF THE IRRIGATION SYSTEM SHALL BE RENDERED INOPERABLE WITHOUT PRIOR APPROVAL OF THE OWNER.
8. PERMANENT REPAIRS ON ANY DISTURBED IRRIGATION PIPING, VALVES, OR SPRINKLER HEADS SHALL BE MADE PRIOR TO PROJECT COMPLETION.
9. EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL KEEP A MINIMUM OF TWO TRENCH PLATES (SUFFICIENT TO ACCOMMODATE FIRE APPARATUS) ON SITE DURING TRENCHING ACTIVIES.
10. ADEQUATE FENCING, BARRICADES, AND RAMPS SHALL BE PROVIDED FOR PEDESTRIAN SAFETY.

FOR PERMIT REVIEW ONLY

LEFRANCOIS ENGINEERING
288 VILLAGE BLVD, STE 5
MAIL: PO BOX 5023
INCLINE VILLAGE, NV 89450
ADMIN@L-ENG.COM *
775-413-5033

VERIZON DOUGLAS HS FACILITY

MICHAEL LEFRANCOIS, PE, CIVIL, STATE OF NEVADA, No. 20151, Exp. 12/31/25 — 07/17/24

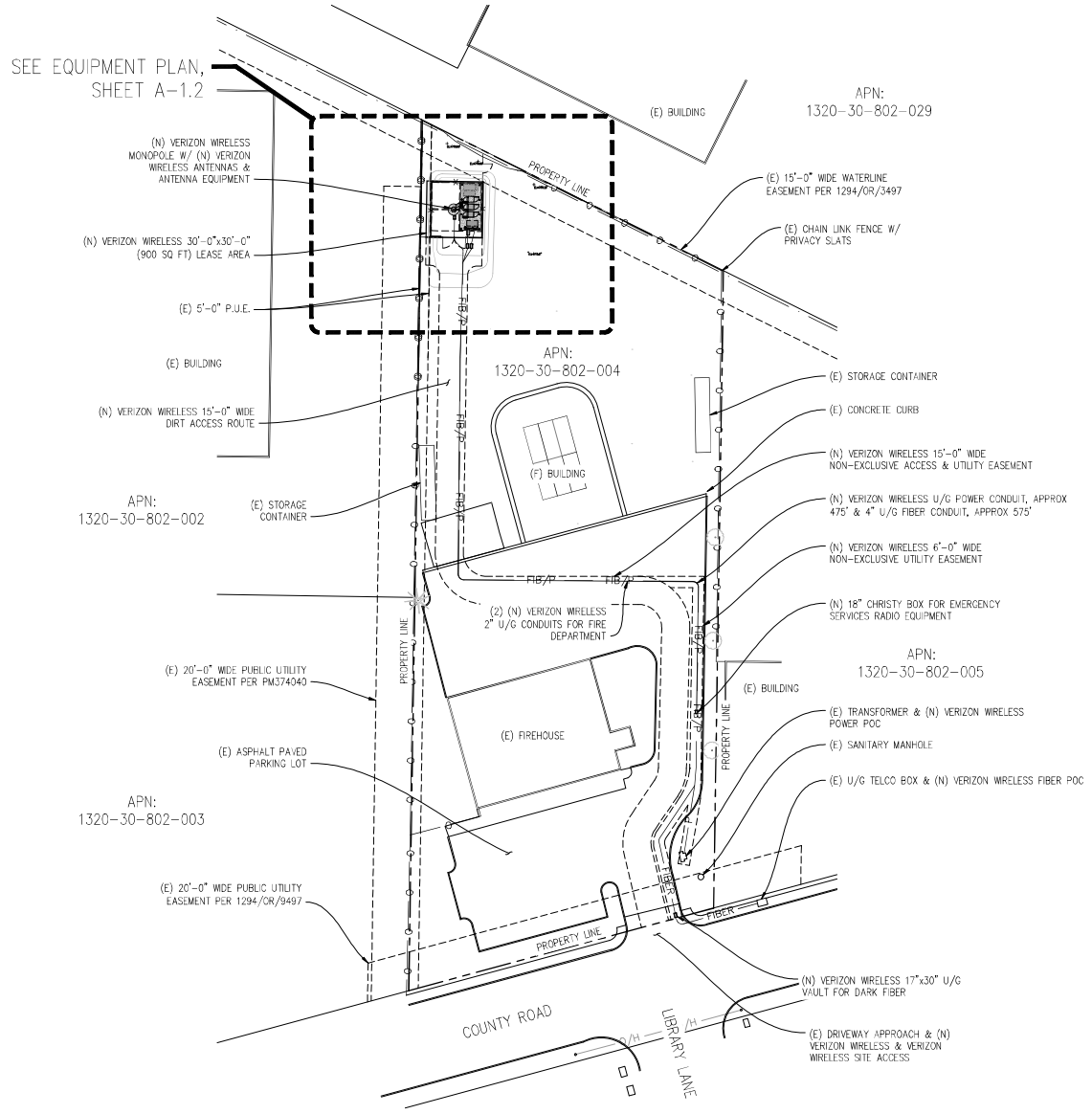
CONCEPTUAL GRADING AND DRAINAGE PLAN

NOTES:
DRAWN BY: MTL
07/17/2024

C-2

PAGE 1 OF 1

C:\Users\Mike.lefrancois\OneDrive - Lefrancois Engineering\Projects\Active Projects\12x1 Epic Wireless - Douglas HS\CAD\C1-DOUGLAS HS.dwg, 7/17/2024 11:37:42 AM



Issued For:

DOUGLAS HS

1699 COUNTY ROAD
MINDEN, NV 89423

PREPARED FOR

verizon

2770 SHADELANDS DR, BLDG 11
WALNUT CREEK, CA 94598

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

SITE NO:	5000926250
PROJECT NO:	16977613
DRAWN BY:	SEAD
CHECKED BY:	S. SAVIG
APPROVED BY:	-

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1	05/23/23	CLIENT REV	D.H.
0	05/17/23	ZD 90%	-

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KEVIN R. SORENSEN
S4469

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ENGINEER:

Streamline Engineering and Design Inc.
8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-660-1930
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

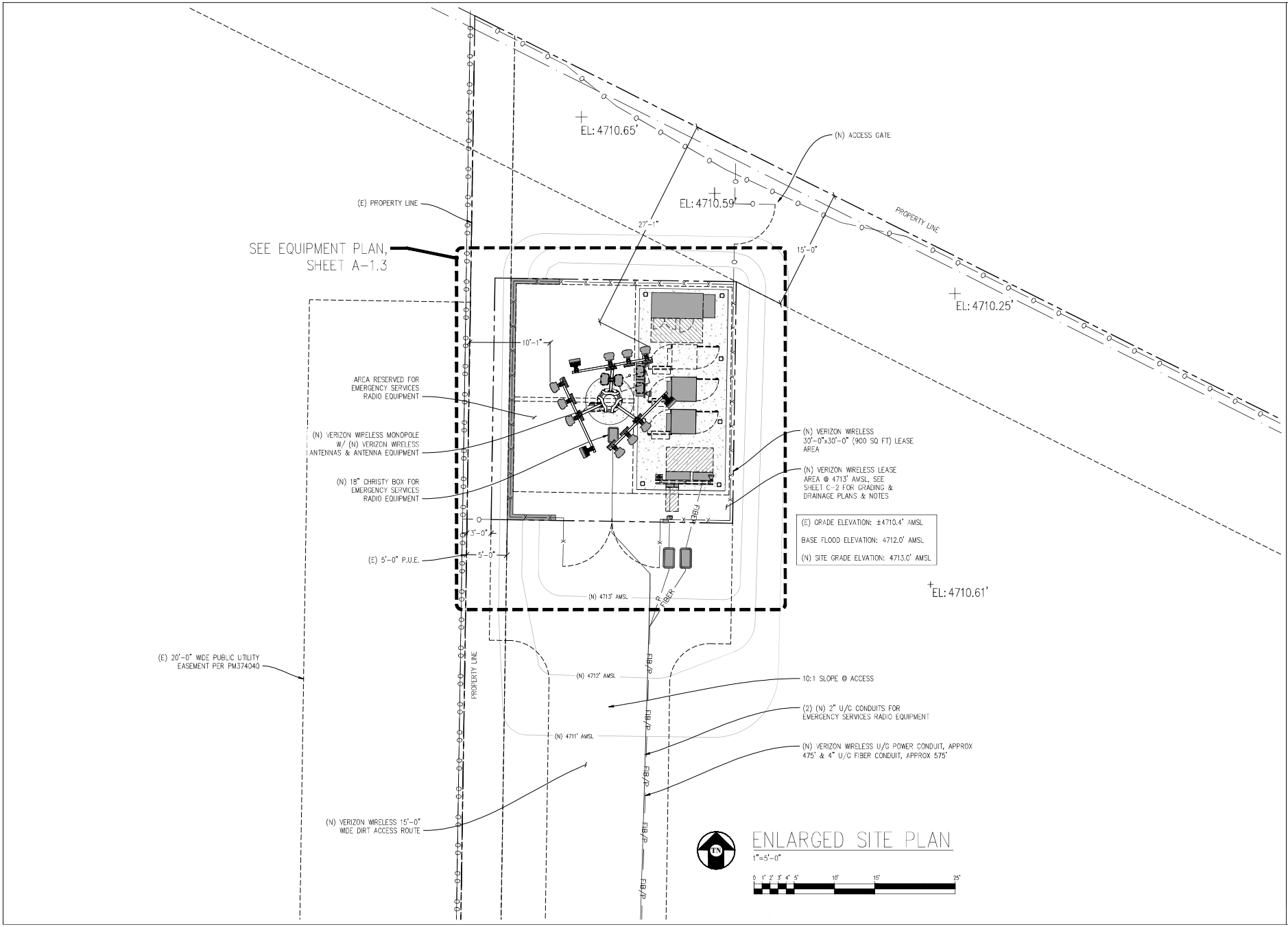
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SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

A-1.1



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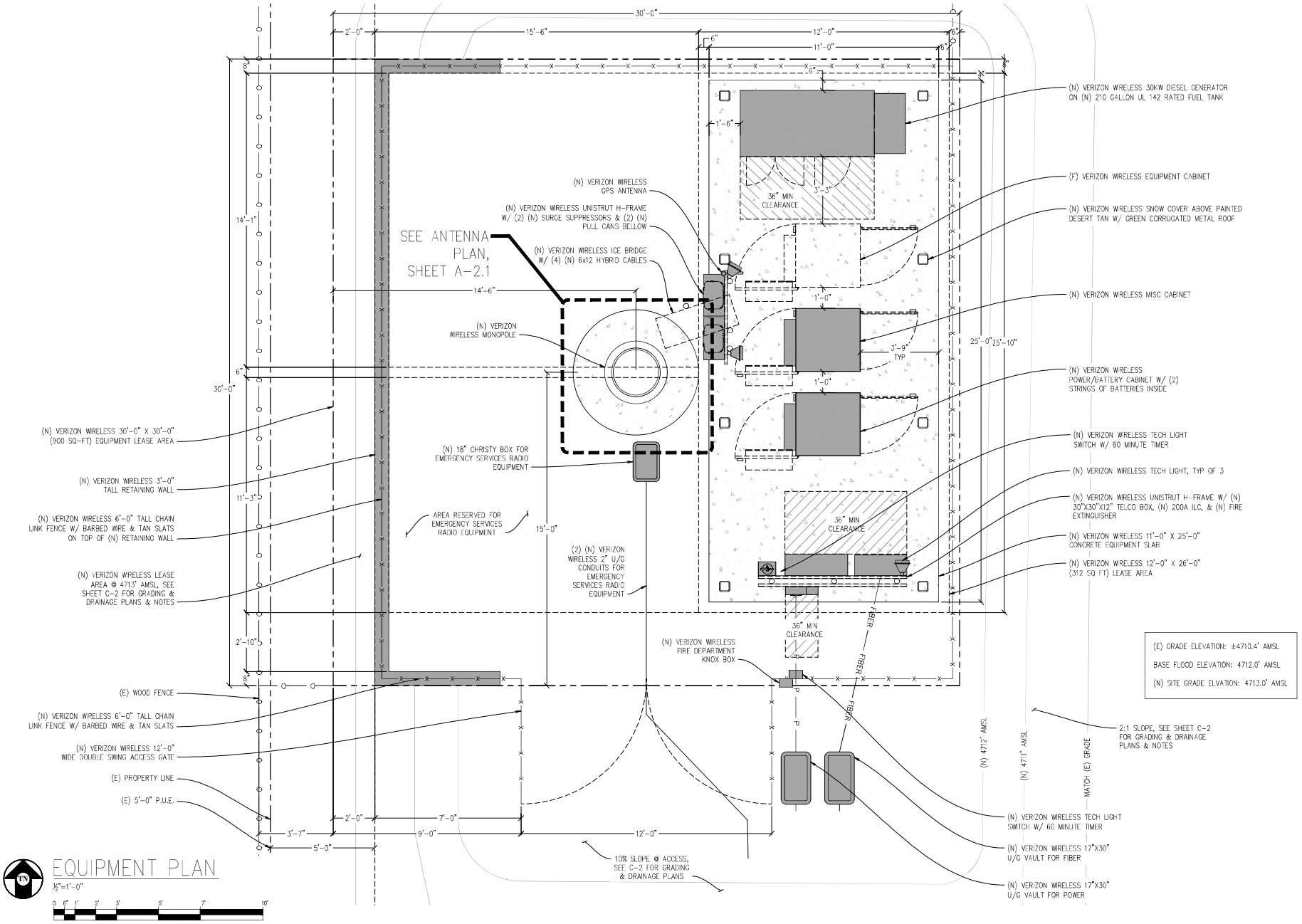
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ENLARGED SITE PLAN

SHEET NUMBER:

A-1.2



EQUIPMENT PLAN

½"=1'-0"

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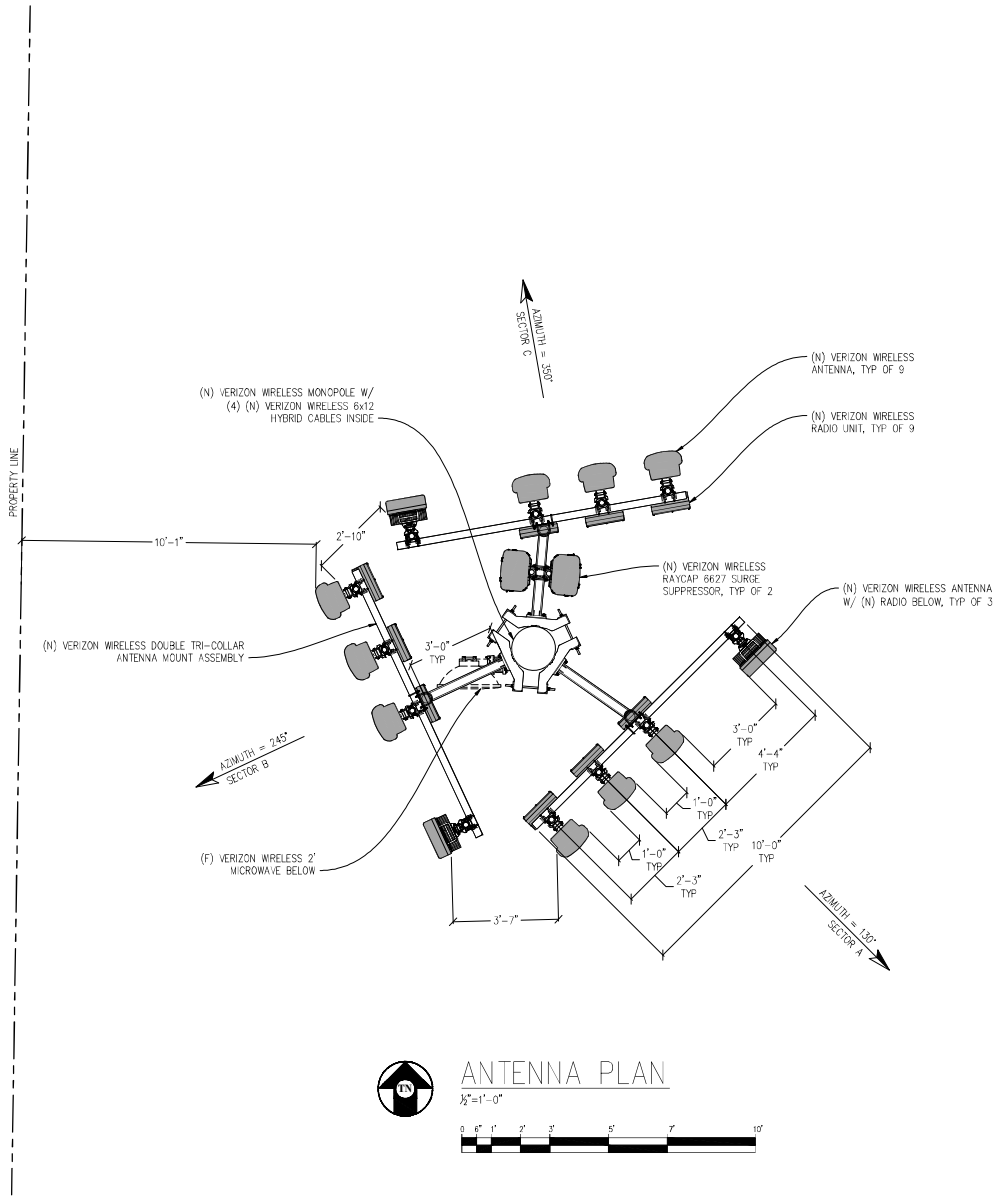
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EQUIPMENT PLAN

SHEET NUMBER:

A-1.3



ANTENNA PLAN

½"=1'-0"

0 6" 1' 2' 3' 5' 7' 10'

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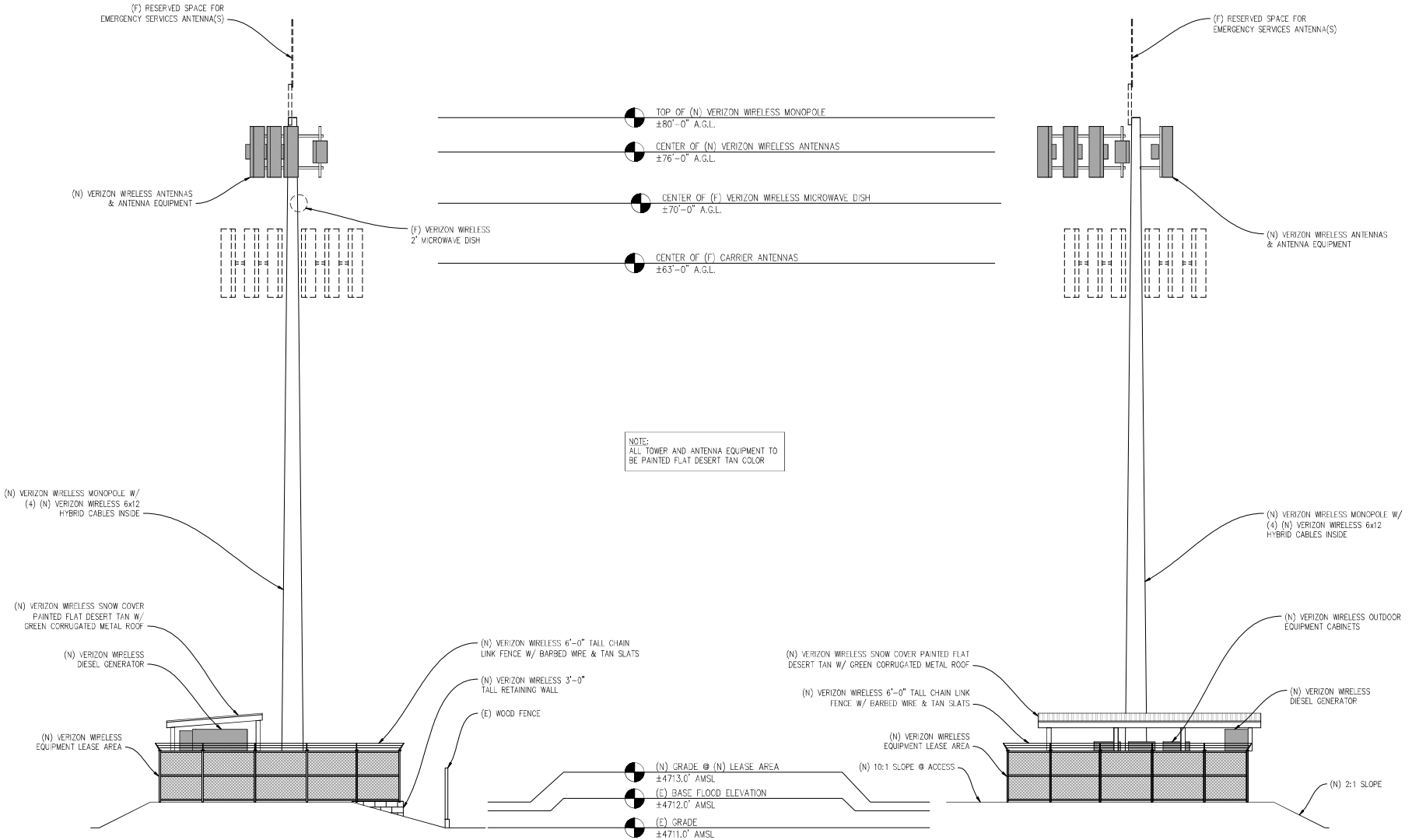
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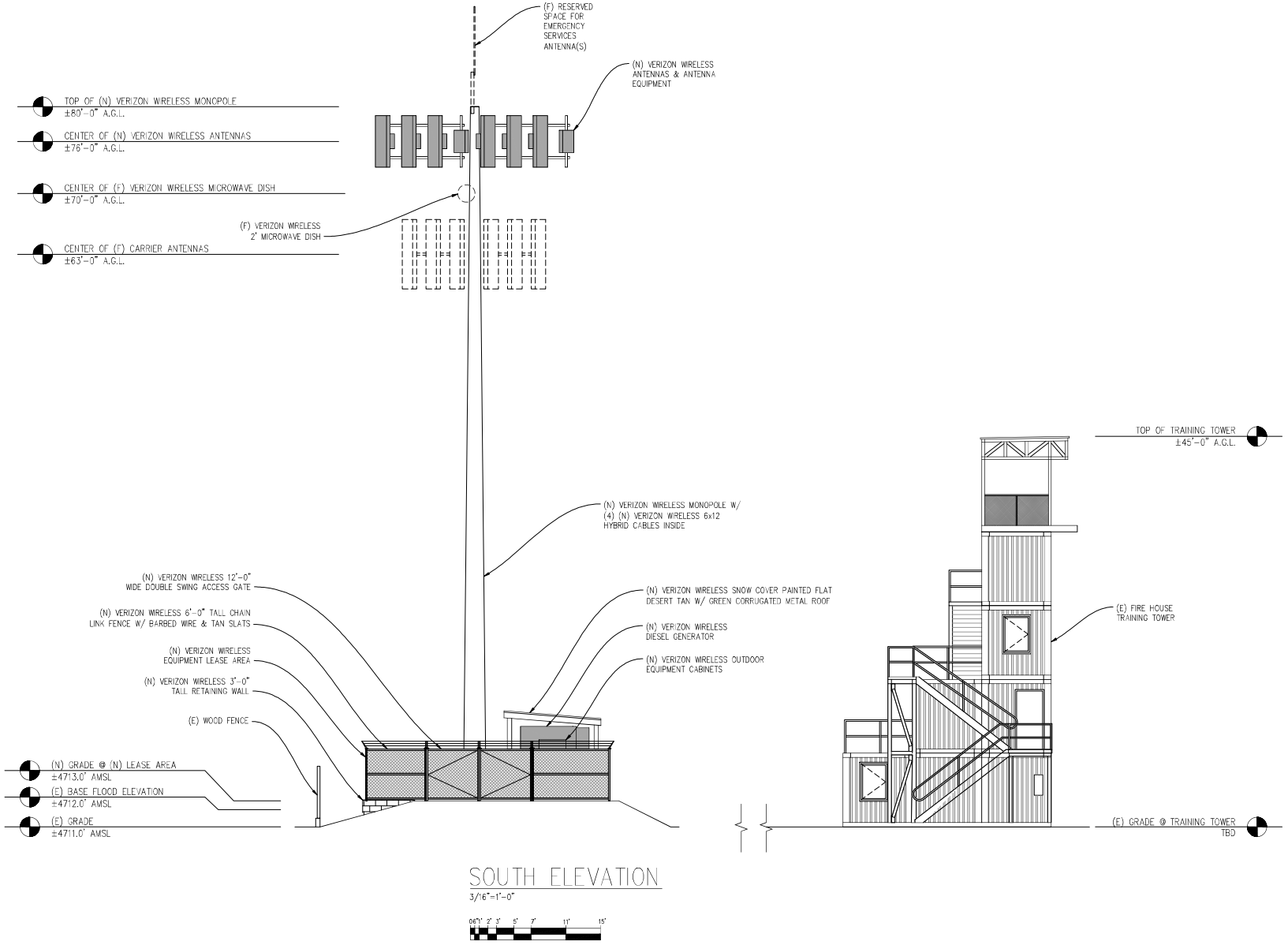
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SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

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SOUTH ELEVATION

3/16"=1'-0"

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2	06/20/23	ZD 100%	D.H.
1	05/23/23	CLIENT REV	D.H.
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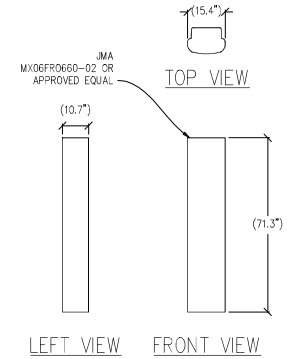
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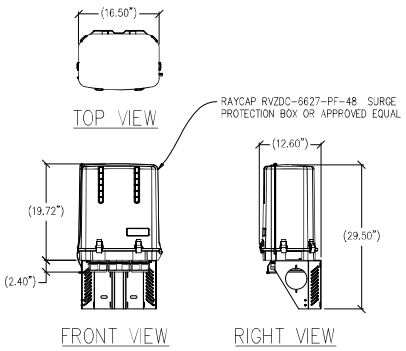
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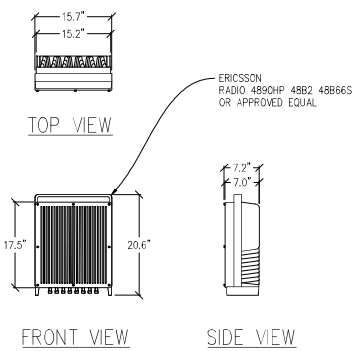
A-3.2



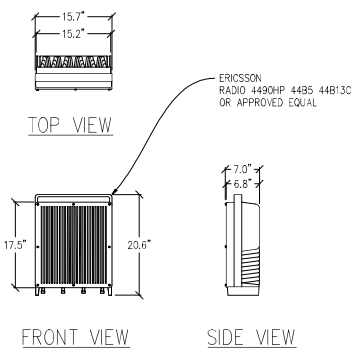
1 ANTENNA DETAIL
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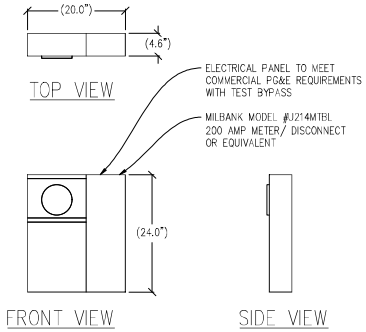
2 SURGE PROTECTION BOX
1"=1'-0" MAX WEIGHT: 32.0 LBS



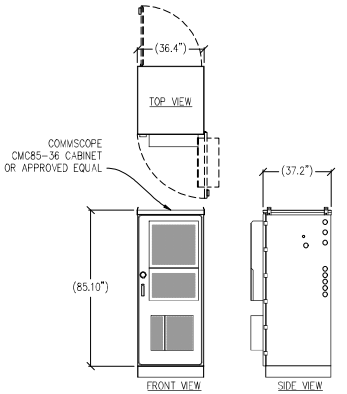
3 RADIO 4890HP DETAIL
1"=1'-0" MAX WEIGHT: 69.5 LBS



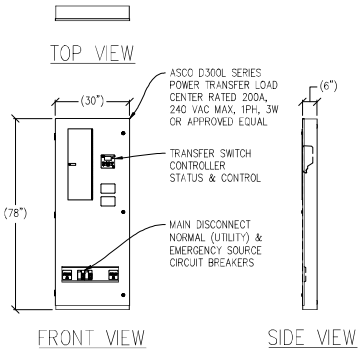
4 RADIO 4490HP DETAIL
1"=1'-0" MAX WEIGHT: 68.4 LBS



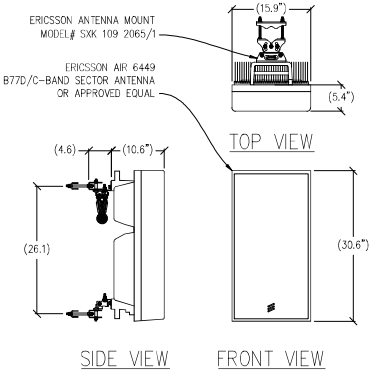
5 METER DETAIL
1"=1'-0"



6 CABINET DETAIL
⅜"=1'-0" MAX WEIGHT: 2352 LBS



7 ILC DETAIL
½"=1'-0"



8 ANTENNA DETAIL
1"=1'-0" MAX WEIGHT W/ MOUNT: 86 LBS

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MINDEN, NV 89423

PREPARED FOR

verizon

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KEVIN R. SORENSEN
S4469

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

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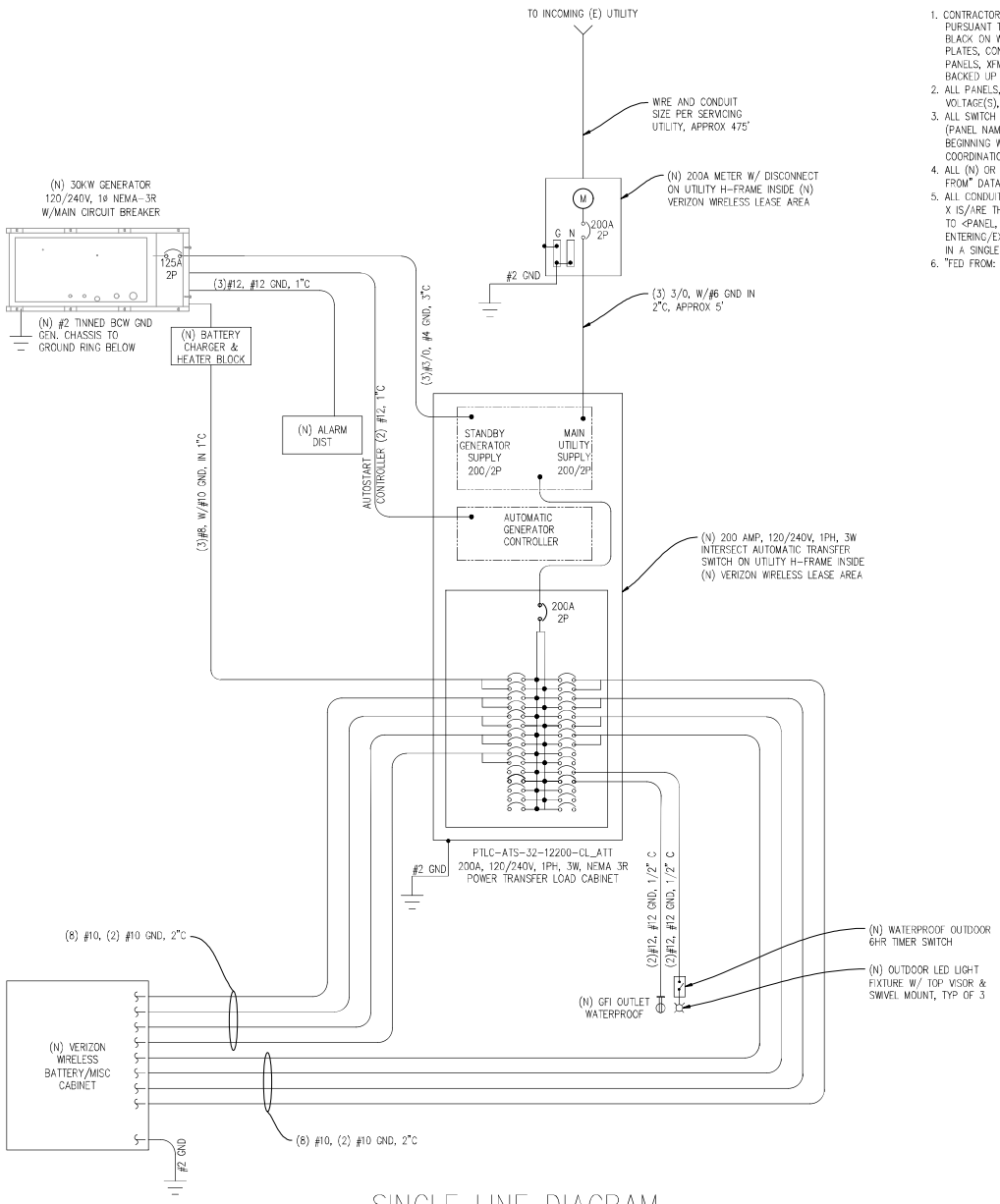
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SHEET TITLE:

DETAILS

SHEET NUMBER:

A-4.1



SINGLE LINE DIAGRAM

ELECTRICAL LABELING REQUIREMENTS

1. CONTRACTOR SHALL LABEL ALL ELECTRICAL DEVICES INSTALLED OR ALTERED PURSUANT TO THIS CONTRACT PER THE FOLLOWING. LABELS SHALL BE PERMANENT BLACK ON WHITE PEEL & STICK LABEL MAKER TYPE FOR ALL SWITCH & OUTLET PLATES, CONDUITS AND CEILING FIXTURES, AND SHALL BE PHENOLIC TAG TYPE FOR PANELS, XFMR's, PULL BOXES, ETC.; PHENOLIC TAGS SHALL BE RED IN COLOR WHERE BACKED UP BY GENERATOR
2. ALL PANELS, XFMR's AND PULL BOXES SHALL BE LABELED WITH DEVICE 'NAME', VOLTAGE(S), RATING FOR XFMR's, AND "FED FROM" DATA.
3. ALL SWITCH & OUTLET PLATES SHALL BE LABELED WITH "FED FROM" CIRCUIT DATA (PANEL NAME & CIRCUIT#); ALL GANG SWITCHES SHALL BEAR SWITCH NUMBERS BEGINNING W/#1 ON LEFT OF THE MAIN LIGHTING SWITCH FOR EACH ROOM FOR COORDINATION W/FIXTURE LABELS.
4. ALL (N) OR RETROFITTED LIGHTING FIXTURES SHALL BE LABELLED WITH THE "FED FROM" DATA (SWITCH#)
5. ALL CONDUITS EXITING A PANEL BOARD SHALL BE LABELED "CIRCUIT(S) 'X'..." WHERE X IS/ARE THE BREAKER#(S). CONDUITS EXITING XFMR'S SHALL BE LABELED "FEEDER TO <PANEL, DEVICE>", E.G. "FEEDER TO PANEL <panel name>. CONDUITS ENTERING/EXITING A ROOM OR FLOOR SHALL BE LABELED AT THE ENTRY & EXIT (OR IN A SINGLE LOCATION IF OBVIOUS) W/"FED FROM..." & "TO PANEL/XFMR/..."DATA.
6. "FED FROM: DATA = <panel name> <brkr#> EG: "PANEL X/1,3,5")

ELECTRIC LEGEND

- (M) METER
- CIRCUIT BREAKER
- SERVICE GROUND
- WIRED CONNECTION
- TIMER SWITCH, WATERPROOF
- OUTDOOR LIGHT
- GFI OUTLET, WATERPROOF

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE 2017 IEC AS WELL AS ALL ADOPTED STANDARDS, APPLICABLE STATE AND LOCAL CODES.
2. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, CONDUCTORS, PULL BOXES, TRANSFORMER PADS, POLE RISERS, AND PERFORM ALL TRENCHING AND BACKFILLING REQUIRED IN THE PLANS.
3. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER PLAN SPECIFICATIONS.
4. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTION RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED WITH A MINIMUM OF 10,000 A.I.C. OR AS REQUIRED.
5. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
6. ELECTRICAL WIRING SHALL BE COPPER #12 AWG MIN WITH TYPE THHN, THWN-2 OR THW-2, INSULATION RATED FOR 90°C DRY OR 70°C WET.
7. ALL OUTDOOR EQUIPMENT SHALL HAVE NEMA 3R ENCLOSURE.
8. ALL BURIED WIRE SHALL RUN THROUGH SCHEDULE 40 PVC CONDUIT UNLESS OTHERWISE NOTED.
9. A GROUND WIRE IS TO BE PULLED IN ALL CONDUITS.
10. WHERE ELECTRICAL WIRING OCCURS OUTSIDE A STRUCTURE AND HAS THE POTENTIAL FOR EXPOSURE TO WEATHER, WIRING SHALL BE IN WATERTIGHT GALVANIZED RIGID STEEL OR FLEXIBLE CONDUIT.
11. WHERE PLANS CALL FOR A NEW ELECTRICAL SERVICE, PRIOR TO SUBMITTING BID, CONTRACTOR SHALL VERIFY PLAN DETAILS WITH THE UTILITY'S SERVICE PLAN & REQ'MTS INCLUDING SERVICE VOLTAGE, METER LOCATION, MAIN DISCONNECTING MEANS, AND AIC REQ'MT, AND SHALL OBTAIN CLARIFICATION FROM THE PROJECT ENGINEER ON ANY DEVIATIONS FOUND IN THESE PLANS.
12. WHERE THESE PLANS SHOW A DC POWER PLANT, THE INSTALLATION OPERATING AT LESS THAN 50 VDC UNGROUNDED, 2-WIRE, SHALL COMPLY WITH ARTICLE 720, AS FOLLOWS:
    A. POWER PLANT SHALL BE SUPPLIED BY THE WIRELESS CARRIER AS A PULL-TAG ITEM AND INSTALLED BY THE CONTRACTOR.
    B. CONDUCTORS SHALL NOT BE SMALLER THAN #12 AWG COPPER MIN, CONDUCTORS FOR BRANCH CIRCUITS SUPPLYING MORE THAN ONE APPLIANCE SHALL BE 10 AWG CU MIN; CONTRACTOR SHALL SIZE CONDUCTORS BASED ON MFGR'S DATA FOR THE APPLIANCES SERVED.
    C. THERE ARE NO DC RECEPTACLES OR LUMINARIES ALLOWED ON THIS PROJECT. ALL CIRCUITS SHALL ORIGINATE AT AN INTEGRATED DOUBLE LUG TAP OR SOCKET TERMINATION ON AN INTEGRATED DC CIRCUIT BREAKER AT AN INDIVIDUAL RECTIFIER MODULE AND TERMINATE AT THE SPECIALIZED LUG ON THE RESPECTIVE APPLIANCE AS A SINGLE RUN OF WIRE WITHOUT SPLICES. ALL DC WIRING SHALL BE LABELLED AT THE DC PLANT WITH THE APPLIANCE SERVED AND THE DC VOLTAGE.
    D. ALL CABLING SHALL BE INSTALLED IN A NEAT AND WORKMAN LIKE MANNER AND SUPPORTED BY BUILDING STRUCTURE, E.G. (N) CABLE TRAY OVERHEAD, IN SUCH A MANNER THAT THE CABLE WILL NOT BE DAMAGED BY NORMAL USE.

NEW PANEL SCHEDULE

NAMEPLATE : PANEL A			SC LEVEL : 65,000				VOLTS: 120V/240V, 1ø		
LOCATION : OUTSIDE							BUS AMPS: 200A		
MOUNTING : H-FRAME							MAIN CB: 200A		
øA	øB		BKR AMP/ POLE	CIRCUIT NO		BKR AMP/ POLE		øA	øB
LOAD VA	LOAD VA	LOAD DESCRIPTION					LOAD DESCRIPTION	LOAD VA	LOAD VA
				1	2	30/2	(N) BATTERY/MISC CABINET	1320	
				3	4	" "	" "		1320
3840		(N) BATTERY CHARGER & HTR	40/2	5	6	30/2	" "	1320	
	3840	" "	" "	7	8	" "	" "		1320
1320		(N) BATTERY/MISC CABINET	30/2	9	10	30/2	" "	1320	
	1320	" "	" "	11	12	" "	" "		1320
1320		" "	30/2	13	14	30/2	" "	1320	
	1320	" "	" "	15	16	" "	" "		1320
1320		" "	30/2	17	18	–	BLANK		
	1320	" "	" "	19	20	–	" "		
1320		" "	30/2	21	22	–	" "		
	1320	" "	" "	23	24	–	" "		
		BLANK	–	25	26	–	" "		
		" "	–	27	28	20/1	LIGHT		300
		" "	–	29	30	20/1	GFI RECEPTACLE	180	
9120	9120	PHASE TOTALS					PHASE TOTALS	5460	5580
TOTAL VA =	29280	TOTAL AMPS =	122						

Issued For:

DOUGLAS HS

1699 COUNTY ROAD
MINDEN, NV 89423

PREPARED FOR

verizon
2770 SHADELANDS DR, BLDG 11
WALNUT CREEK, CA 94598

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

SITE NO:	5000926250
PROJECT NO:	16977613
DRAWN BY:	SEAD
CHECKED BY:	S. SAVIG
APPROVED BY:	-

ISSUE STATUS

REV	DATE	DESCRIPTION	CAD
9	07/19/24	CLIENT REV	T.T.
8	05/28/24	CLIENT REV	S.V.
7	05/06/24	CLIENT REV	T.T.
6	01/18/24	CLIENT REV	S.D.
5	01/11/24	CLIENT REV	S.D.
4	08/02/23	CLIENT REV	S.D.
3	07/05/23	CLIENT REV	C.T.C
2	06/20/23	ZD 100%	D.H.
1	05/23/23	CLIENT REV	D.H.
0	05/17/23	ZD 90%	-

Licensee:

PRELIMINARY: NOT FOR CONSTRUCTION

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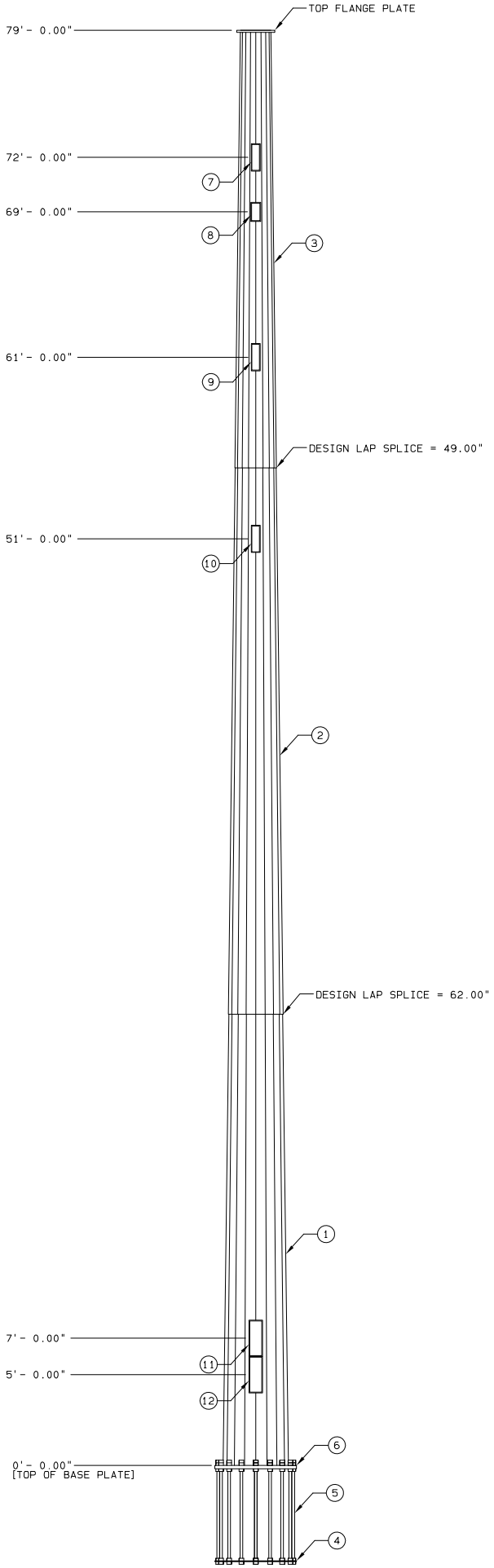
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SHEET TITLE:

ELECTRICAL PLAN

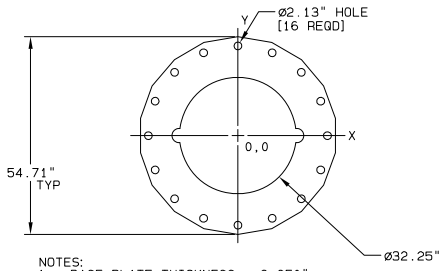
SHEET NUMBER:

E-1.1



ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A VALMONT S-22 0.375" THK (A572 GR65)	4,606	4,606
2	1	SECTION B VALMONT S-22 0.313" THK (A572 GR65)	3,512	3,512
3	1	SECTION C VALMONT S-22 0.188" THK (A572 GR65)	1,142	1,142
4	1	BOTTOM CAGE PLATE	90	90
5	16	1.75" ANCHOR BOLT, LENGTH=5.50' A615 GR75	64	1,015
6	1	BASE PLATE VALMONT S-56 2.250" THK (A572 GR50)	904	904
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	90	90
	1	SAFETY CLIMBING CABLE (LENGTH = 69.00')	72	72
	3	GROUNDING LUG	2	6
	1	TOP FLANGE PLATE	155	155
		GALVANIZING	212	212
	109	STEP AND CLIP (VALMONT STANDARD)	1	109
7	3	HAND HOLE STD (6" x 18") @ 0°, 120°, 240°	18	54
8	2	HAND HOLE STD (6" x 12") @ 0°, 180°	11	22
9	3	HAND HOLE STD (6" x 18") @ 0°, 120°, 240°	18	54
10	3	HAND HOLE STD (6" x 18") @ 0°, 120°, 240°	18	54
11	2	HAND HOLE HVY (9" x 24") @ 90°, 270°	52	104
12	2	HAND HOLE HVY (9" x 24") @ 0°, 180°	52	104
	1	POLE CAP	22	22

HOLE COORDS [INCHES]	
X-COORD	Y-COORD
24.75	0.00
22.87	9.47
17.50	17.50
9.47	22.87
0.00	24.75



NOTES:
1. BASE PLATE THICKNESS = 2.250"
2. BASE PLATE ALLOWABLE STRESS [KSI] = 50
3. ANGLES ARE MEASURED CLOCKWISE FROM 0 DEGREES
4. BOLT CIRCLE DIAMETER = 49.50"
5. CAGE TEMPLATE DIAMETER = 53.00"

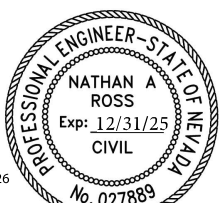
BASE PLATE / ANCHORAGE CHARACTERISTICS

NOTES:

1. FACTORED BASE REACTIONS
   MOMENT = 22,283 IN-KIPS
   SHEAR = 29,301 #
   VERTICAL = 30,178 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: TIA-222-H
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   EXPOSURE CATEGORY = C
   TOPOGRAPHY CATEGORY = 1
   RISK CATEGORY = II
   SITE ELEVATION = 4711 FT
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS SS = 1.97
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT ONE SECOND S1 = 0.71
   EARTHQUAKE SITE CLASS = D
   WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 700 YEAR MRI
   A. CASE 1: WIND = 120 MPH WIND SPEED
   B. CASE 2: WIND = 60 MPH WIND SPEED
   C. CASE 3: SEISMIC
   D. CASE 4: SEISMIC
   E. EQUIPMENT

DESCRIPTION	ABP MTG HT. (FT)	ABP CENTROID HT. (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
1-42,000 SQ IN EPA	75.00	75.00	239.17	5833	239.17	5833
1-30,000 SQ IN EPA	64.00	64.00	170.83	4167	170.83	4167
1-30,000 SQ IN EPA	54.00	54.00	170.83	4167	170.83	4167
1-LIGHTING	79.00	79.00	5.00	50	13.75	138
1-5/8" X 5' LIGHTNING RODS	79.00	81.50	0.47	21	0.47	21
2-6' H.P MICROWAVE DISH (W/PM)	69.00	69.00	76.54	744	76.54	744

5. FEEDLINES ARE PLACED INTERIOR TO THE POLE SHAFT (UNLESS NOTED OTHERWISE)
6. TOTAL POLE HEIGHT IS 80 FT AGL
7. ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE (APPROX. 1 FT AGL)
8. 18 SIDED SHAFT
9. SHIELDING FACTOR OF 0.82 IS USED
10. POLE TO BE PAINTED
11. DESIGNED TO MEET THE REQUIREMENTS OF DOUGLAS COUNTY
12. ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING. THE VALMONT WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.



Nathan A Ross Date: 2024.08.26 16:37:20 -07'00'

SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL
1	30'- 0.00"	43.00"	33.91"	0.375"	A572 65 KSI
2	34'- 2.00"	36.10"	25.75"	0.313"	A572 65 KSI
3	24'- 1.00"	27.36"	20.06"	0.188"	A572 65 KSI

ORDER	PROJECT	FILE ID	SCALE	DATE	ENGR
626426	626426	626426-P1NE	NONE	08/23/24	CR71

DESCRIPTION
THE TOWERS, LLC 79.0' POLE, SITE: US-NV-5060 DOUGLAS HS - MINDEN, NV

valmont

PierCon Solutions LLC
Specialists in Wireless Systems

Independent Radio Frequency Report Regarding a Proposed **Verizon – Douglas High School** Wireless Facility

Site ID: "Douglas High School"

1699 County Rd

Minden, NV 89423

Douglas County

Prepared for
Verizon Wireless

By

PierCon Solutions, LLC
March 26, 2025

10 PARK PLACE BUILDING 6C SUITE 402, BUTLER, NJ 07405 PHONE 973-628-9330

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1 PURPOSE AND SCOPE

PierCon Solutions LLC, an engineering firm specializing in wireless communications, performed an independent analysis regarding the radiofrequency engineering aspects of the proposal by Verizon Wireless to construct and operate a wireless telecommunications facility consisting of 12 antennas (4 per sector) at 1699 County Road, Minden NV. The purpose of this site is to remedy a significant gap in service in Verizon's network.

In preparation for conducting this analysis, PierCon Solutions obtained applicable engineering data from Verizon Wireless, conducted an independent drive test of the surrounding areas, and considered the potential for alternative site locations.

The following report results from a thorough independent study and analysis (from a radiofrequency engineering perspective) of the applicant's proposal and provides justification for the site in consideration of Douglas County's stated zoning goals and restrictions.

2 GENERAL OVERVIEW

Verizon Wireless is a commercial wireless communications service provider licensed by the Federal Communications Commission (FCC) to provide wireless service in various frequency bands throughout Minden and Douglas County, NV. The frequency bands to which Verizon Wireless is licensed are the 700, 850, 1900, 2100, and 3700 MHz frequency bands. The wireless telecommunications facility proposed in this application is to provide reliable service for voice and data in the form of 4G[1] LTE and 5G[2] technology, deploying all licensed frequency bands and technologies available. Table 1 below provides the Verizon Wireless licensed frequencies and bandwidths in Douglas County:

Table 1

Frequency Band	Bandwidth
700 MHz	10 MHz
850 MHz	10 MHz
1900 MHz	5 MHz
2100 MHz	20 MHz
3700-3900 MHz	200 MHz

[1] 4G technology known as Long Term Evolution (LTE) is a wireless communications standard developed by the 3rd Generation Partnership Project (3GPP) that is designed to provide up to 30x the speeds of 3G networks for mobile devices such as smartphones, tablets, netbooks, notebooks and wireless hotspots. The LTE specification provides theoretical downlink peak rates of 300 Mbit/s, uplink peak rates of 75 Mbit/s and QoS provisions permitting a transfer latency of less than 5 ms in the radio access network. Current industry standard is to provide a minimum downlink user throughput of 5 Mbps. LTE is the current wireless technology allowing for high speed data, support of data demanding applications, implementation of the internet of things (IoT) and the foundation for 5G networks.

[2] The Fifth Generation of Mobile Telephony, or 5G, or 5GS, is the system defined by 3GPP from Release 15, functionally frozen in June 2018 and fully specified by September 2019. 5G improves on the 4G services over several areas such as: (1) Enhanced Mobile Broadband (eMBB) offering higher data rates up to 50 Mbps downlink outdoor and 1 Gbps for indoor (5GLAN); (2) Critical Communications (CC) and Ultra Reliable and Low Latency Communications (URLLC) includes remote control of process automation, 99.9999% reliability, user experience data rate of 100 Mbps and end-to-end latency of 50 ms. (3) Massive Internet of Things (mIoT) through supporting very high traffic densities of devices. (4) Flexible Network Operations such as network slicing, network capability exposure, scalability, diverse mobility, security, efficient content delivery and migration and interworking.

As can be seen from Table 1, Verizon is licensed for total of 20 MHz of "Low-Band" bandwidth in the 700 MHz and 850 MHz frequency bands. These frequency bands are commonly referred to as Low-Band frequencies and will be referred to as such in this report. Additionally, Verizon is licensed for a total of 225 MHz of "Mid-Band" bandwidth in the 1900 MHz, 2100 MHz and 3700 MHz bands. These frequency bands are commonly referred to as Mid-Band frequencies and will be referred to as such in this report.

Each frequency band has different performance characteristics for both coverage and capacity. From a coverage perspective, the lower frequency bands (700 & 850 MHz) cover a greater distance and are less attenuated by trees and terrain, while the higher frequency bands (1900, 2100, 3700 MHz) cover a lesser distance and are more attenuated by trees and terrain. From a coverage perspective if the 700 MHz (lowest) frequency band demonstrates a gap in coverage then all higher frequency bands (850 MHz, 1900 MHz, 2100 MHz, etc.) will demonstrate greater gaps in coverage. From a capacity perspective, each frequency band offers a finite amount of spectrum bandwidth. It is through this bandwidth that capacity and throughput is supported. A well designed wireless network is required to provide both reliable coverage levels and sufficient bandwidth, maximizing the spectrum and bandwidths that have been procured for use from the FCC. The purpose of the proposed site is to remedy a significant gap in service due to a lack of reliable signal levels.

Long-Term Evolution (LTE), also known as 4G, is the current technology standard. Migration to 5G, which is the next generation network, is currently in progress. When engaging in a voice call, the user device will connect to the public switched telephone network (PSTN) through a gateway in order to complete a call to a non-LTE or non-5G device. For example, a person making an emergency E911 call from a mobile device to a public safety operator on a landline, such emergency calls will be routed through the PSTN.

3 SERVICE & PERFORMANCE GOALS

Service and performance goals are necessary to provide reliable wireless services across all of Verizon's FCC licensed frequency bands and technologies. Service and performance goals include providing adequate coverage and capacity for voice and data services, preparing to provide future services, and otherwise improving service capabilities.

Service goals are designed to provide all customers with a positive wireless voice and data experience. Simply put, a positive wireless experience includes the customer connecting to the network on the first try, staying connected throughout the session, and the customer ending the session when ready. For positive experiences with data connections (e.g., internet browsing) the speed is as fast as the technology allows. Unreliable service, meaning service levels that do not meet service and performance goals, causes a negative experience: customers cannot place calls when they want to; when they are connected, voice call quality does not meet customer expectations; or the call simply drops off (disconnects) without notice.

Unreliable service that fails to meet service and performance goals, which include voice and/or data services, can occur if there is: (i) a lack of reliable signal, including poor signal quality; and/or (ii) a lack of a dominant[3] serving transmitter causing unreliable services; and/or (iii) a lack of system capacity, or in terms of LTE, insufficient throughput, for any of Verizon's services and across all of Verizon's licensed frequency bands. Providing quality in-building voice and data services, with sufficient system capacity and high-speed data rates, is critical to Verizon's customers and is essential to Verizon's ability to compete effectively with its competitors in a fair and balanced legal and regulatory environment.

[3] Dominance refers to the best or strongest whereas server refers to a particular transmitter. Additional information is provided in the Key Performance Indicator (KPI) Analysis section on page 10 of this report.

Verizon's service and performance goals for this area are to provide reliable in-building residential and in-building commercial wireless service. The information provided in this report demonstrates that the existing wireless sites do not provide adequate signal strength to the area, causing a significant gap in coverage.

Verizon's specific design and performance requirements are to:

- Provide reliable commercial in-building coverage to businesses located along Route 88, Route 395 and County Road, including the Douglas High School. Reliable commercial in-building coverage is defined as a reference signal receive power (RSRP)[4] of -85 dBm or greater.
- Provide reliable residential in-building coverage to residential homes east and west of Route 88, from south of County Road to Inwood Drive. Reliable residential in-building coverage is defined as a reference signal receive power (RSRP) less than -85 dBm but greater than or equal to -95 dBm.
- Provide for service that meets or exceeds various metrics with regards to key performance indicators, related to drop call rates, access failure rates, downlink throughput, and utilization rates to name a few.

4 RADIO FREQUENCY ENGINEERING ACTIVITIES PERFORMED

The following items were performed, reviewed, and considered in preparation of this report:

- Performed an independent drive test of the subject and surrounding area
- Reviewed Radio Frequency coverage maps with respect to the RF design and objective within and surrounding Minden
- Obtained Verizon Key Performance Indicator (KPI) information for the existing sites
- Reviewed USGS Topographical Maps of Minden and surrounding areas
- Performed Google Earth aerial and street view analysis
- Reviewed the location and design of adjacent existing wireless communications facilities
- Reviewed proposed and possible alternate site locations
- Created maps, tables and charts illustrating pertinent site performance information

[4] Verizon Wireless' minimum design signal levels used for reliable in-building residential and reliable in-building commercial service are consistent with the 3rd Generation Partnership Project (3GPP) published values. Attached as Appendix 2 is a link budget demonstrating the necessary criteria and the cited standard references

5 VERIZON'S EXISTING NETWORK IN THE AREA SURROUNDING THE SUBJECT SITE

Attached as Exhibit A is a Verizon Site Table. The site table includes the Site Name, Frequency Bands / Technology, Antenna Height (ft.), Sector Azimuths, Latitude, Longitude, and Type. This Site Table can be referenced to any of the plots and exhibits contained herein.

Attached as Exhibit B is Verizon's Site Distance Map. Exhibit B depicts the locations of the surrounding sites and the proposed site as well as the distance away from the proposed site. As can be seen from Exhibit B, Verizon has four sites currently operating in the area. A review of the separation distances reveals an average distance of 6.9 miles between each existing macro site. Exhibit B demonstrates the distance between the proposed site and the surrounding sites as 5.9 miles to the Dagget Peak Site, 4.7 miles to the Minden Site, 4.7 miles to the Pinenut Road Site, and 1.1 miles to Gardnerville Site. Note, the Gardnerville Site is an installation involving an antenna height of 53 feet and thus provides limited coverage to the area.

Exhibit B demonstrates that the Proposed Site is in a logical location. The location is a similar average distance of 5.5 miles from the existing on-air sites, and is centrally located within the Service Gap Area.

6 INDEPENDENT DRIVE TEST ANALYSIS

In this report, I utilized actual drive test maps to scientifically and reliably demonstrate that there is a significant Service Gap in accordance with industry methodology and standards.

Drive tests are a means to evaluate existing coverage. Drive tests are used to produce maps ("Drive Test Maps"), which demonstrate actual signal levels along roadways that are traveled by specially equipped scan test vehicles. In a drive test, the signals from the surrounding on-air sites are collected by a receive antenna mounted to the roof of the drive test vehicle. The data collected by the receive antenna is then processed by computer equipment within the drive test vehicle. The coordinates and signal strength of each collection point are recorded by the computer equipment and ultimately depicted on a Drive Test Map. Literally thousands of data points are collected during a drive test over the roadways driven by the drive test vehicle to ensure that a complete and statistically relevant number of data points can be evaluated.

PierCon Solutions performed an independent drive test of the wireless carrier networks in and around the Douglas High School on February 18th, 2025. This test was conducted using a calibrated PCTEL IBFLEX scanning receiver, capable of scanning frequencies from 600 MHz to 6 GHz. Equipment was connected to a laptop computer, including a GPS antenna and multi-band receive antenna mounted on the rooftop of the vehicle. The vehicle was driven along the drive route in the vicinity of the subject site and surrounding areas which is represented by the drive test plots. The drive test factors signal from all Verizon's facilities currently on air.

LTE (4G) networks utilize reference signal power (RSRP) to define coverage. Industry has determined that an RSRP of equal to or greater than -85 dBm is necessary for reliable commercial in-building LTE service, an RSRP of less than -85 dBm but equal to or greater than -95 dBm is necessary for reliable residential in-building LTE service, and a RSRP of less than -95 dBm but greater than or equal to -105 dBm is necessary for reliable in-vehicle LTE service. Although in-vehicle levels are shown, in the modern wireless service market, reliable residential in-building service is necessary.

The drive test analysis performed by PierCon Solutions focuses on the in-building residential and in-building commercial signal levels centered around the Douglas High School and immediate area, and the statistics provided in

this report are specific to these levels and area. PierCon Solutions has also reviewed the Verizon Wireless RF report[5] submitted to Douglas County, (which encompasses a broader area) and provides comment where appropriate.

Low-Band Drive Test Analysis
Attached as Exhibit C is a: Verizon Wireless 700 MHz LTE (4G) Drive Test Map that demonstrates the results of a drive test performed for the purpose of evaluating existing 4G (LTE) coverage in the vicinity of the Proposed Site. The map represents 4G (LTE) reference signal strength in the 700 MHz band. The blue circles on the Drive Test Map represent reliable 4G (LTE) in-building commercial coverage that is greater than or equal to an RSRP of -85 dBm, the green circles on the Drive Test Map represent reliable 4G (LTE) in-building residential coverage that is greater than or equal to -95 dBm RSRP and less than -85 dBm RSRP, the yellow circles on the Drive Test Map represent reliable 4G (LTE) in-vehicle coverage that is greater than or equal to -105 dBm RSRP and less than -95 dBm RSRP. Verizon's goal is to provide reliable LTE in-building commercial and residential service to the Service Gap area.

Attached hereto as Exhibit C1 is a modified Exhibit C, which includes the Service Gap, represented by a red hashed polygon overlayed with Verizon's 4G 700 MHz drive test data. Exhibit C1 demonstrates that seamless, ubiquitous coverage does not exist, nor does it meet Verizon's standard for the provision of in-building residential coverage and in-building commercial coverage within areas of the Service Gap boundary.

The Service Gap, represented on Exhibit C1 by the red hashed polygon, is approximately 0.75 square mile and includes commercial buildings (including the Douglas High School) and the residential neighborhoods to the north and south of the Proposed Site. Additional gaps also include 0.6 miles along Route 395 from 10th Street to the Route 88 intersection, and another 0.5 miles along County Road from 10th Avenue to Route 88. According to the 2020 US Census data there are approximately 1,285 residents living in the Service Gap area[6].

As noted earlier, a gap in coverage on the 700 MHz frequency band, demonstrated by a lack of inbuilding RSRP levels, will demonstrate even greater gaps in coverage in the higher frequency bands.

Mid-Band Drive Test Analysis
Attached as Exhibit D is a: Verizon Wireless 2100[7] MHz LTE (4G) Drive Test Map that demonstrates the results of a drive test performed for the purpose of evaluating existing 4G (LTE) coverage in the vicinity of the Proposed Site. The map represents 4G (LTE) reference signal strength in the 2100 MHz band. The blue circles on the Drive Test Map represent reliable 4G (LTE) in-building commercial coverage that is greater than or equal to an RSRP of -85 dBm, the green circles on the Drive Test Map represent reliable 4G (LTE) in-building residential coverage that is greater than or equal to -95 dBm RSRP and less than -85 dBm RSRP, the yellow circles on the Drive Test Map represent reliable 4G (LTE) in-vehicle coverage that is greater than or equal to -105 dBm RSRP and less than -95 dBm RSRP. Verizon's goal is to provide reliable LTE in-building commercial and residential service to the Service Gap area

Attached hereto as Exhibit D1 is a modified Exhibit D, which includes the Service Gap, represented by a red hashed polygon overlayed with Verizon's 4G 2100 MHz drive test data. Exhibit D1 demonstrates that seamless, ubiquitous coverage does not exist, nor does it meet Verizon's standard for the provision of in-building residential coverage and in-building commercial coverage within the Service Gap boundary.

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[5] Verizon Wireless RF report titled Statement in Support of Verizon Wireless's Proposed Facility 1699 County Road, Minden (Revised), dated November 26, 2024. Referred to as "Verizon report" in this document.

[6] Verizon report (page 1) identifies 8.4 square miles and population of 1,370 as gap area, with reference to provided coverage map on page 5 figure 2, which represents a much larger geographic area between the Gardnerville and Minden sites, including highways and in-vehicle coverage which are in addition to the gaps identified in the PierCon analysis.

[7] The 2100 MHz band is utilized to represent the mid-band frequencies inclusive of 1900 MHz and 2100 MHz as their propagation characteristics are very similar.

The Service Gap, represented on Exhibit D1 by the red hashed polygon, is approximately 1.4 square mile and includes commercial buildings (including the Douglas High School) and the residential neighborhoods to the north and south of the Subject Site. Additional gaps also include 0.6 miles along Route 395 from 10th Street to the Route 88 intersection, and another 0.5 miles along County Road from 10th Avenue to Route 88. According to the 2020 US Census data there are approximately 2,017 residents living in the Service Gap area.

The lack of mid-band (1900 & 2100 MHz) RSRP is due to the propagation characteristics of the frequency range combined with the existing site distances away from the Service Gap Area. As noted earlier, the propagation characteristics of the mid-band frequencies are that the signal doesn't travel as far, however the mid-band frequencies provide more bandwidth to support quality services, such as greater capacity, and higher throughput rates as compared to the low-band frequencies.

Mid C-Band Drive Test Analysis

Attached as Exhibit E is a: Verizon Wireless 3700[8] MHz LTE (5G) Drive Test Map that demonstrates the results of a drive test performed for the purpose of evaluating existing 5G (LTE) coverage in the vicinity of the Proposed Site. The map represents 5G (LTE) reference signal strength in the 3700 MHz band. The blue circles on the Drive Test Map represent reliable 5G (LTE) in-building commercial coverage that is greater than or equal to an RSRP of -85 dBm, the green circles on the Drive Test Map represent reliable 5G (LTE) in-building residential coverage that is greater than or equal to -95 dBm RSRP and less than -85 dBm RSRP, the yellow circles on the Drive Test Map represent reliable 5G (LTE) in-vehicle coverage that is greater than or equal to -105 dBm RSRP and less than -95 dBm RSRP. Verizon's goal is to provide reliable LTE in-building commercial and in-building residential service to the Service Gap area.

Attached hereto as Exhibit E1 is a modified Exhibit E, which includes the Service Gap, represented by a red hashed polygon overlayed with Verizon's 5G 3700 MHz drive test data. Exhibit E1 demonstrates that seamless, ubiquitous coverage does not exist, nor does it meet Verizon's standard for the provision of in-building residential coverage and in-building commercial coverage within the Service Gap boundary.

The Service Gap, represented on Exhibit E1 by the red hashed polygon, is approximately 1.5 square mile and includes commercial buildings (including the Douglas High School) and the residential neighborhoods to the north and south of the Proposed Site. Additional gaps also include 0.6 miles along Route 395 from 10th Street to the Route 88 intersection, and another 0.5 miles along County Road from 10th Avenue to Route 88. According to the 2020 US Census data there are approximately 2,310 residents living in the Service Gap area.

The lack of mid C-band (3700 MHz) RSRP[9] is due to the propagation characteristics of the frequency range combined with the existing site distances away from the Service Gap Area. Note, while Verizon currently has deployed beam-forming to improve their C-Band performance it is understood that even with more advanced beam forming techniques the coverage range may only improve to the equivalent of the 1900 & 2100 MHz bands. These bands already demonstrate a significant 1.4 square mile gap. Therefore, additional beamforming techniques will not eliminate the significant gap in service at the proposed locations identified herein.

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[8] The 3700 MHz band, known as C-Band, due to its higher frequency range has even more limitation with regard to coverage range. Additional C-Band offers 200 MHz of bandwidth which will require more overall power to penetrate buildings. Utilization of beamforming techniques, which are currently employed by Verizon, can help extend the coverage range to mimic the range of the 1900 & 2100 MHz bands. Therefore, even with advanced beamforming techniques the mid-band significant gap would still exist and be no less than what is currently represented by the 2100 MHz band gap defined herein.

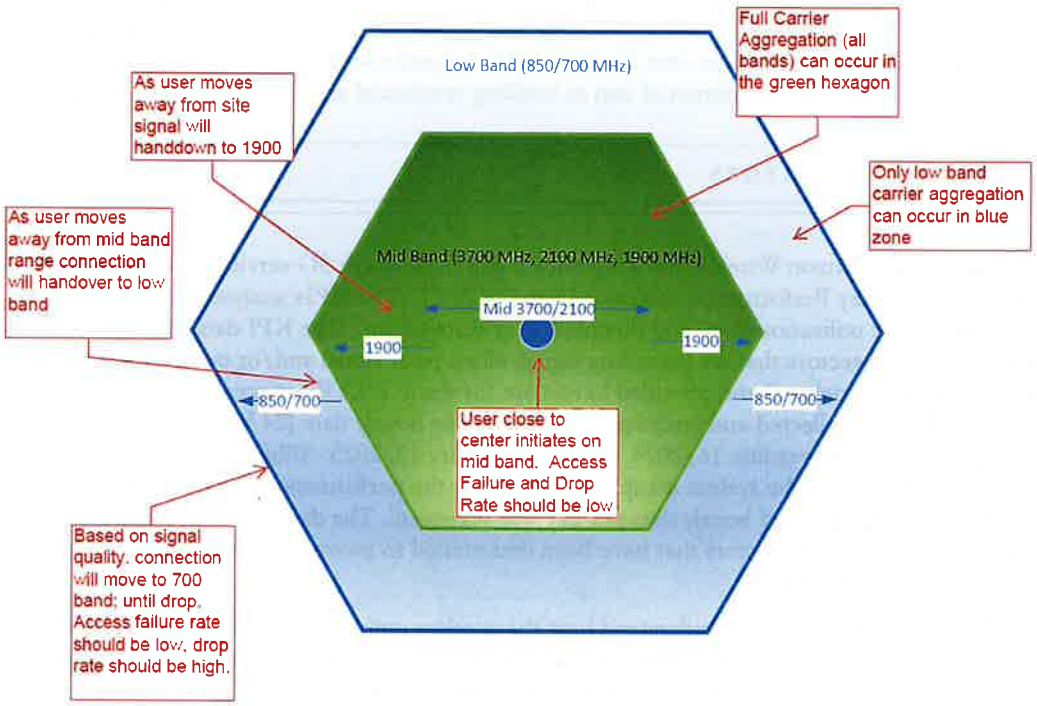
[9] Verizon's design levels are much less stringent than what the Third Generation Partnership Project (3GPP) & European Telecommunications Standards Institute (ETSI) standards body would calculate when factoring a 100 MHz channel bandwidth. For every doubling of bandwidth, the expectation should be an additional 3 dB of signal power required to overcome the distribution of power across the bandwidth. Therefore, if a 20 MHz mid-band channel requires -95 dBm for inbuilding residential service, then mathematically a 7-8 dB stronger signal would be required to ensure equivalent service levels when utilizing a 100 MHz channel in the C-Band 3,700 MHz frequency range. What this translates to is Verizon's C-Band coverage is already maximized if not overstated.

Based upon the drive test map data collected and analyzed, Verizon is unable to meet the service goals with respect to coverage as specified in section 3 of this report. Specifically, the drive test maps indicate the existence of significant gaps in 4G & 5G LTE reliable in-building residential coverage and significant gaps in reliable in-building commercial coverage. The drive test data also demonstrates that the 3700 MHz C band coverage from existing sites is very limited, and significant gaps exist for in-building commercial and in-building residential areas as described previously.

7 KEY PERFORMANCE INDICATORS

In addition to confirming that Verizon Wireless has a significant gap in its 4G & 5G service with Drive Test Maps, we have also evaluated Verizon's Key Performance Indicator Data ("KPIs"). The KPIs analyzed herein consist of drop call failure rates, user downlink utilization data, and downlink user throughput. The KPI data that is relevant is based upon the surrounding sites and sectors that are providing signal, albeit poor signal and/or poor signal quality, to the significant gap area. The KPIs analyzed and provided herein are for the 4G/LTE services in each of the frequency bands referenced. The KPI data collected and analyzed consists of daily hourly data (24 hours). The hourly daily data consists of a 90-day period from November 16, 2024, through February 13, 2025. While it is typical to evaluate the KPIs during the busy hour to ensure the system is capable of meeting the performance criteria while under the stress of network usage, a complete 24 hour set of hourly data per day was reviewed. The data analyzed and provided herein in the form of charts are for the sites and sectors that have been determined to provide the best (not necessarily adequate) serving signal within the Service Gap areas.

When reviewing KPI data, it is important to understand how the wireless connection operates from one frequency band to another. As noted earlier in this report, the propagation characteristics and capacity within each band differ. A 4G/5G LTE connection is based upon signal quality and where adequate signal is available, is prioritized to the mid-band higher capacity frequencies. For example, if a wireless user is within good signal range of a nearby cell site, the user's device will connect on a mid-band frequency and as the user moves away from the facility, the user's device will continuously be updated with neighboring cell signal quality information. As the signal quality degrades on the current connected frequency band, the connection will move to the next better quality frequency band. The logical connection flow is illustrated in the diagram below:



In regard to the diagram above, the green shaded hexagon area represents the coverage range of the mid-band frequencies. The blue (and green) shaded hexagon area represents the coverage range of the low-band frequencies. As a user moves away from a serving sector, the LTE connection will transition from 3700/2100 MHz down to a 1900 MHz connection. This will occur, up, and until, the signal quality on the last mid-band frequency needs to transition to a low-band frequency. This transfer is called a handover or hand-down.

The diagram above can also be used to understand carrier aggregation. Carrier aggregation is a feature of LTE that allows a user device to utilize resources from multiple different frequency bands (low-band and mid-band) at the same time. This feature allows for increased capacity and throughput. However, for carrier aggregation to work, there must be adequate signal strength and quality from all the frequencies. From the graphic above, for example, if the mid-band coverage isn't adequate, carrier aggregation can only be supported on the low-band frequencies. If the low-band frequency coverage is provided from the cell edges of the surrounding sites, for example, with no dominant server, then the signal quality will be poor, and even with carrier aggregation on low-band, the service will be inadequate.

Key Performance Indicator (KPI) Analysis

Each of Verizon's active sites are monitored continuously for various performance metrics which are known as key performance indicators or KPIs. In order to determine which sites and sectors the KPIs are coming from the RF engineer must determine what are the dominant serving transmitters in the area of the gap. This is often referred to as a "dominant server". Dominance refers to the best or strongest whereas server refers to a particular transmitter. As noted, previously each site includes a series of antennas which are oriented in a particular direction. Each antenna is connected to a transmitter at the base of the structure. The antennas and transmitters together provide signal to a given area.

An analogy of a dominant server can be likened to how radio broadcast stations operate. Broadcast stations re-use frequencies a significant distance apart from one another, such as between two cities or states. For example, the Carson City, Nevada "K-Love" Christian Contemporary Station (93.1 MHz) operates around the Carson City area while the KYMT-FM "The Mountain" Rock Station out of Las Vegas, Nevada also operates on the 93.1 MHz frequency. While you are in the Carson City area the K-Love broadcast signal strength is dominant (much stronger) over the The

Mountain radio broadcast signal from Las Vegas, NV, which is operating on the same frequency only over four hundred miles away. This allows you to listen to one broadcast, utilizing the same frequency as another, without interference, since one has dominance over the other. However, if you were to drive from Carson City towards Las Vegas, at some point you would be in an overlap area, where both broadcast stations' signals are at a similar signal strength (lack of dominance).

In this situation there would be no dominant broadcast station and instead you would experience interference where two radio stations (Rock and Christian music) may be received at the same time and similar signal strengths. This would be an interference zone and not usable or enjoyable during this overlap area. As you continue to drive towards Las Vegas, the broadcast signal from The Mountain will get stronger and eventually become dominant allowing you to overcome the interference from the Carson City area. This is an example of how dominant signal operates, over the same frequency, with large, high-power broadcast stations.

LTE networks operate in a similar fashion; however, they transmit on the same frequency more often and at much closer distances. To minimize this interference zone, LTE 4G/5G networks require sectorization with narrow antenna patterns, careful planning, and minimization of signal overlap from adjacent antennas and sites, all with the intent of providing a dominant serving signal to a given area. In areas where there is no dominant serving signal, high levels of interference exist, causing dropped calls, poor performance, and inefficient use of the spectrum resources. Radio frequency engineers utilize best server plots to demonstrate the existence or non-existence of a dominant server.

From the drive test data, we are able to extract the sites and sectors that are providing various levels of serving signal to the gap area[10].

Table 2 below represents the relevant sites and sectors that have been determined to provide some level of best transmitter (dominance) signal to various areas of the coverage gap. The KPIs from these sites are analyzed in the section to follow.

Table 2		
SITE & SECTOR	Low-Band %	Mid-Band %
Gardnerville – Delta Sector	64%	63%
Daggett Peak – Alpha Sector	9%	N/A
Daggett Peak – Beta Sector	17%	15%
Minden Sector – Delta Sector	N/A	4%
Pinenut Road – Gamma Sector	N/A	13%

From the table above the Gardnerville Delta Sector provides the majority of the signal in the area. Therefore, the Gardnerville Delta Sector KPIs will be the most applicable. Please refer to Exhibit F (Low-Band Best Serving Transmitter), and Exhibit G (Mid-Band Best Serving Transmitter) for a graphical representation of the areas of signal from the surrounding sites and sectors in the table above.

Since there are several sectors providing various percentage of serving signal in the area means there is no one "dominant" transmitter. Since Gardnerville is incapable of covering the entire gap, signal from sites five to six miles away is leaking into the area. This situation (lack of a dominant serving signal) creates poor signal quality due to users connecting to the coverage edges of sites far away. To remedy this situation a new site and dominant server for the gap area is required.

[10] The Verizon report provides graphical representations of the best serving transmitters in the area of the gap on pages 11 and 16 over a much larger geographic area. PierCon found the presence of signal from multiple sites and sectors in the area of the gap, notably the Gardnerville Delta (Northwest) sector, the Dagget Peak Alpha (North) and Beta (South) sectors, and the Pinenut Road Gamma (West) sector, which is consistent with the drive test data results found in the Verizon report for low-band.

As shown above, there is a lack of a dominant serving signal in the gap area, and this creates poor signal quality. To demonstrate poor signal quality LTE utilizes a metric which reports the ratio of signal strength over the total interference and noise, known as SINR. SINR measures the quality of the received signal by comparing the desired signal strength to the combined strength of interference and noise, with higher values indicating a better, clearer connection. A higher SINR means the user device can more easily and accurately decode the data it receives. A strong desired signal (high SINR) leads to faster speeds, fewer dropped calls, and a better overall user experience. Conversely, a low SINR indicates a weak signal, high interference, due to lack of a dominant server, and leads to higher amounts of dropped calls.

To demonstrate the poor signal quality, Signal to Noise and Interference Ratio (SINR) data is provided in Exhibits F1 and G1. Exhibits F1 and G1 attached provide drive test (SINR) Maps for the Low-Band and Mid-Band, respectively, with the service gaps identified in red dashed lines.

The green circles on both exhibits represent SINR values greater than or equal to 20 dB, the yellow circles represent SINR values greater than or equal to 12.5 dB and less than 20 dB, the grey circles represent SINR values greater than or equal to 0 dB and less than 12.5 dB, and the black circles represent SINR values less that 0 dB. Verizon's performance objective is to provide a minimum SINR value of 12.5 dB. This value is consistent with industry design standards. Maintaining an SINR above 12.5 dB ensures optimal LTE performance on Verizon's network.

As expected, both the Low-Band and Mid-Band SINR maps show large areas with SINR values less than the minimum design level required. At Low-Band, 83% of the drive test area has a SINR value less than 12.5 dB, and virtually all of the service gap area shows a SINR value less than 12.5 dB, with 41% of the area showing SINR values less than or equal to zero[11]. Of particular note is that although the Low-Band frequency demonstrated much better signal levels (RSRP), than the Mid-Band frequency, the signal quality (SINR) is extremely poor due to the interference levels and the lack of a dominant serving transmitter. Consistent with the broadcast station analogy the Low-Band gap is better represented by the poor signal quality, SINR maps, which represents the actual user experience. Therefore, in this situation, signal quality is more relevant than signal strength with regard to the size of the Low-Band gap.

At Mid-Band, 87% of the drive test area has a SINR value less than 12.5 dB, and virtually all of the service gap area shows a SINR value less than 12.5 dB, with 41% of the area showing SINR values less than or equal to zero.

As expected, exhibits F1 and G1 demonstrate poor signal quality as represented by the SINR maps in the service gap areas, indicating the interference levels are high in the Low-Band frequencies (lack of dominant transmitter) and the signal levels are low in the Mid-Band frequencies (see Exhibit D), hence a significant gap in service.

Since the Low-Band frequencies cover a greater range it is expected that their overlap (interference zones) will be higher than the Mid-Band frequencies. Likewise, since the Mid-Band frequencies cover a shorter distance the signal levels will be weaker in the gap area.

The following KPI data is expected to demonstrate higher level of drop rates, higher utilization, and poor throughput, to be more prevalent on the Low-Band frequencies. This is due to the fact that user connections will transfer or "hand-down" and connect to the Low-Band frequencies when they get out of range of the Mid-Band frequencies.

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[11] The Verizon report (pg 9) found 61% of the area driven measured SINR of zero dB or lower, and 1% of the area driven with a SINR of 13 dB or greater, compared to 41% SINR of zero dB or lower and 12% SINR greater than 12.5 dB measured by PierCon for a smaller drive test area. Drive test measurements in both cases indicate the gap area does not meet the minimum design SINR threshold.

Refer to Appendix 2 where zero dB SINR is the 85% cell edge criteria only, and not an acceptable level for all coverage area not at the cell edge.

Drop Call Rate[12] (KPI) Analysis

The drop call rate from the KPI charts provided in Exhibit H (pages 26 to 36 of the Exhibits) indicate, as expected, the highest rate of drop calls in Low-Band frequencies. This is due to the lack of mid-band signal suitable for use forcing all wireless traffic onto the Low-Band frequencies which eventually drop. A description of each drop call rate chart from the applicable sectors is as follows:

- Gardnerville Delta – Provides Low-Band signal to 64% of the significant gap area as illustrated on Exhibit F and 63% of mid-band signal as illustrated on Exhibit G.
    - The 700 MHz chart (page 26 of the Exhibits) indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.
    - The 850 MHz chart (page 27 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 75% of the 90 day time period. This demonstrates that the 850 MHz band, similar to the 700 MHz band is experiencing an excessive amount of drop calls.
    - The 1900 MHz chart, (page 28 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 20% of the 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.
    - The 2100 MHz chart, (page 29 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 12% of the 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.
    - The 3700 MHz chart (page 30 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 11% of the entire 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.
- Daggett Peak Beta - Provides Low-Band signal to 17% of the significant gap area as illustrated on Exhibit F and 15% of mid-band signal as illustrated on Exhibit G.
    - The 700 MHz chart, (page 31 of the Exhibits) indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.
    - The 850 MHz chart, (page 32 of the Exhibits) indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that the 850 MHz band, similar to the 700 MHz band is experiencing an excessive amount of drop calls.
    - The 2100 MHz chart, (page 33 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 31% of the 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.
- Pinenut Road Gamma - Provides Mid-Band signal to 13% of the significant gap area as illustrated on Exhibit G.
    - The 1900 MHz chart, (page 34 of the Exhibits) indicates that the drop rate exceeded 1% for 50% of the 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.

[12] In LTE networks, the dropped call rate (DCR) refers to the percentage of calls that are unexpectedly terminated or dropped due to network issues, rather than a user hanging up. The International Telecommunication Union (ITU) recommends a data drop rate of 1% or less.

- The 2100 MHz chart, (page 35 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 4% of the 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.
- The 3700 MHz chart, (page 36 of the Exhibits) indicates that the drop rate exceeded 1% for approximately 3% of the 90 day time period. This is expected as connections get moved to the Low-Band frequencies the majority of drop calls will occur on the 700 & 850 MHz bands.

The summary of the drop call data demonstrates the highest rate of drop calls occur on the Low-Band frequencies. This does not mean that the Mid-Band frequencies are performing better. This only means that the users are being handed down to a Low-Band frequency as the Mid-Band frequency runs out of range, therefore no drop is recorded on the Mid-Band frequency. Eventually the connection drops due to poor signal quality on the Low-Band signal, hence the higher drop rates on Low-Band.

Downlink Physical Resource Block Utilization (Capacity) Analysis

The downlink utilization from the KPI data analyzed, based on the daily hourly (24hr) data, for the entire 90-day time period analyzed from November 16, 2024, through February 13, 2025, indicated several sectors with periods of exceeding the 70% utilization (capacity) criteria[13]. See attached charts in Exhibit I (pages 38 to 47 of the Exhibits). The following sectors and frequency bands are as follows:

- Gardnerville Delta 700 MHz – Utilization above design level threshold approximately 30% of the 90 day time period and currently experiencing capacity issues[14]. Due to the extreme lack of mid-band signal in the area all connections are being processed on the low-band frequencies which is causing the higher utilization.
- Gardnerville Delta 850 MHz - Utilization above design level threshold approximately 30% of the 90 day time period and currently experiencing capacity issues. Due to the extreme lack of mid-band signal in the area all connections are being processed on the low-band frequencies which is causing the higher utilization.
- Gardnerville Delta 1900 MHz – Utilization meets the design criteria, however due to lack of mid-band coverage levels connections are transitioning to low-band where congestion is occurring and the drop rate is excessive.
- Garnerville Delta 2100 MHz – Utilization meets the design criteria most of the time, however due to lack of mid-band coverage levels connections are transitioning to low-band where congestion is occurring and the drop rate is excessive.
- Gardnerville Delta 3700 MHz – Utilization meets the design criteria, however due to lack of mid-band coverage levels connections are transitioning to low-band where congestion is occurring and the drop rate is excessive.
- Daggett Peak Beta 850 MHz – Utilization above design level threshold approximately 7% of the 90 day time period but meets the design standard the majority of the period. Due to the extreme lack of mid-band signal in

[13] The 70% utilization value is used as an indicator that a site may be approaching its performance limitation, and for the performance engineer to evaluate other KPI statistics to determine the necessity to enhance the network capacity to optimize performance. The 70% utilization value is also used to allow time for the wireless provider to research, plan, and implement a solution.

[14] LTE capacity issues, often manifesting as slow speeds or dropped connections, arise from factors like network congestion, signal interference, and poor coverage, impacting user experience and data throughput. The Verizon report page 1 uses the term "experiencing capacity exhaustion" for the Gardnerville Delta sector, citing poor service levels, high TTI occupancy, and low data throughput (pages 19-20). PierCon concurs with the poor service level description and has found correlation between consistent higher utilization percentages and the lower downlink throughputs.

the area all connections are being processed on the low-band frequencies which is causing the higher utilization.

- Daggett Peak Beta 2100 MHz – Utilization exceeded the 70% design level threshold for nearly the entire 90 day time period, and currently experiencing capacity issues. This sector is completely exhausted[15] and cannot support mid-band traffic in this area.
- Pinenut Road Gamma 1900 MHz - Utilization exceeded the 70% design level threshold for nearly 80% of the entire 90 day time period, and currently experiencing capacity issues. A significant number of drop calls are also occurring due to lack of capacity.
- Pinenut Road Gamma 2100 MHz - Utilization exceeded the 70% design level threshold for almost the entire 90 day time period, and currently experiencing capacity issues, contributing to the current excessive drop call rate.
- Pinenut Road Gamma 3700 MHz – Utilization exceeded the 70% design level threshold for almost the entire 90 day time period, and currently experiencing capacity issues, contributing to the current excessive drop call rate.

Since there is no dominant server (increased interference) within the service gap area, users are connected to the cell edges (mostly on Low-Band) from the surrounding sites several miles away. During the busy hour, resources become less available due to increased interference (no dominance) and noise (usage), which in turn creates a higher rate of drop calls particularly in the Service Gap area due to low RSRP signal and/or poor signal quality on all bands.

Downlink Utilization versus Throughout

Downlink utilization represents the capacity of the LTE channel. Capacity in LTE is also directly related to throughput. FCC Rural Broadband initiatives have defined a minimum of 5 Mbps per user, and recently as much as 10 Mbps downlink throughput per user requirement. The charts provided in Exhibit I1 (pages 49 to 52 of the exhibits) demonstrate the effects of 70% utilization as it correlates to a minimum of 5 Mbps downlink throughput per user[16].

For each graph, the relevant site, sector and frequency band is provided in the chart title. The X axis displays the time period for the data. The left side Y axis provides the percent downlink utilization for the subject transmitter, and the right side Y axis provides the downlink throughput in Mbps for the same transmitter. The orange data line provides the downlink utilization over the time period, and the blue data line provides the downlink throughput. The red horizontal line indicates the 70% utilization value, and the orange horizontal line indicates the 5 Mbps value. As can be seen from the charts in Exhibit I1 (pages 49 to 52 of the Exhibits), when the downlink utilization is regularly above 70%, the downlink throughput is regularly less than the 5Mbps. This is strongly correlated with the Gardnerville Delta 700 MHz chart and the Dagget Peak Beta 700 MHz chart (pages 49 and 50 of the exhibits). Verizon holds 10 MHz of bandwidth in the 700 MHz band. Page 51 of the exhibits illustrates the same correlation for the 2100 MHz band for the Daggett Peak Beta sector. Verizon holds 20 MHz of bandwidth in the 2100 MHz band. Of note is the strong correlation between peaked utilization values above 70% approaching 90% or more, and the decreased throughput approaching values of 1 Mbps. Similarly, drops in utilization below 70%, show corresponding throughput speeds increasing above 5 Mbps. Page 52 of the exhibits demonstrates similar correlation for the Pinenut Road Gamma Sector 1900 MHz band, where Verizon holds 5 MHz of bandwidth.

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[15] LTE capacity exhaustion occurs when a LTE network experiences a continuous and trending surge in user demand or data traffic, exceeding its ability to handle all users simultaneously, leading to slower speeds, dropped calls, or other performance issues.

[16] The Verizon report (page 12 figure 9) identifies 66.7% of the area driven was being best served by the 700 MHz band, and that the data throughput measured 2Mbps or less for 78% of the overall area driven (page 13 figure 9), which consisted mostly of the 700 MHz band. This finding is consistent with PierCon's finding for the best serving site transmitters' utilization and throughput. Specifically, Gardnerville Delta 700 MHz and Daggett Peak Beta 700 Mhz transmitters had utilization consistently above 70% and downlink throughput consistently below 5 Mbps.

Therefore, the 70% downlink utilization offers a strong correlation between the user experience as evidenced in the poor throughput performance as the channel is becoming over congested.

8 VERIZON'S PROPOSED SOLUTION

In seeking to remedy the significant gap in coverage and compromised network performance, due to the lack of reliable inbuilding signal strength, the Verizon Wireless radio frequency engineering department issued a search ring for a new coverage site. Search rings are defined by radio frequency engineering and are based upon the geometric grid plan design that considers existing site locations, coverage areas, terrain, and demographics of the area. Locating a facility within the search area, at a suitable height and ground elevation, will remedy the gap in communications. Likewise, locating a facility outside of the search area will create an inefficient design, causing excessive overlap with adjacent facilities, ineffectively covering the gap area, and ultimately requiring more sites to provide complete coverage to the area. The Mid-Band coverage gap identified in this report represents the search area for a new facility.

Referring to exhibit D1, the proposed wireless communication site is located in the service gap area and also located in a public facility (PF) zone, where wireless telecommunications facilities are allowed up to a height of 80'. When proposing a new wireless communications facility, it is important to have the location as near the center of the search area as possible. Having a facility at the center of a search area allows for coverage and capacity to be equally distributed amongst the typical three sector cell site design, allowing optimal performance of the site. This design approach assumes the intended overall coverage area is very similar in topography and morphology, as is the case in this design. Equally as important to the location, is the required height necessary to remedy the significant coverage gap for the carrier's licensed frequency bands. Insufficient height at a location will not maximize the site's ability to remedy the coverage gap and therefore require additional wireless facilities.

To remedy the Service Gap Verizon has proposed an 80-foot monopole, with their antennas located at the 76-foot centerline elevation. The proposed site is located at 1699 County Road, East York Fire Station No. 14, in the permitted public facility zone.

Verizon's Existing Drive Test Data with Proposed Site at 76' Antenna Centerline Analysis

Attached hereto as Exhibit J is an EDX Signal Pro[17]-generated Coverage Map that indicates Verizon's existing areas of 4G LTE 2100 MHz wireless coverage from existing sites with the Proposed Site at 76 feet above ground. Existing coverage is indicated with colored dots obtained from drive test data. Exhibit J depicts the Proposed Site as a black dot labeled "Proposed Site" and the existing on-air sites as blue sector symbols. The legend includes the coverage thresholds by color scheme. Exhibit J demonstrates that the Proposed Site with antennas at 76 feet above ground provides the required inbuilding signal level to 0.84 square miles and 1,091 residents within the Service Gap area. The inbuilding coverage provided from the proposed site at 76 feet above ground remedies 61% of the Mid-Band coverage gap.

Verizon's Existing Drive Test Data with Proposed Site at 56' Antenna Centerline Analysis

Attached hereto as Exhibit K is an EDX Signal Pro-generated Coverage Map that indicates Verizon's existing areas of 4G LTE 2100 MHz wireless coverage from existing sites with the Proposed Site at 56 feet (20 feet lower) above ground. Existing coverage is indicated with colored dots obtained from drive test data. Exhibit K depicts the Proposed Site as a black dot labeled "Proposed Site" and the existing on-air sites as blue sector symbols. The legend includes the coverage thresholds by color scheme. Exhibit K demonstrates that the Proposed Site with antennas at 56 feet above ground provides the required inbuilding signal level to 0.7 square miles and 882 residents within the Service Gap area.

[17] EDX Signal Pro is an industry standard software used to create radio frequency coverage maps for radio frequency bands from 138 MHz (VHF) to 5 GHz.

The inbuilding coverage provided from the proposed site at 56 feet above ground represents 52% of the Mid-Band coverage gap.

The proposed site at 76 feet above ground provides a predicted 11% additional in building coverage area to an estimated 200 residents when compared to the 56 foot height alternative. It is PierCon's opinion that the proposed site at 76 feet above ground is the minimum height necessary to address the significant gap in in-building service, and provides measurable benefit compared to an alternative lower height. The proposed height is an allowed height in this public facility zone and would allow for the co-location of another wireless provider, supporting the code's objectives.

Modification to Existing Gardnerville Site

Modifications to the Gardnerville site were evaluated. The existing installation is on a rooftop with antennas at approximately 53 feet above ground. The ability and flexibility to modify is already limited by the structure dimensions and height. Nevertheless, the sector providing signal towards the High School is oriented at 330°, which is not pointed directly at the High School. However, the antennas installed operate with a 65° beamwidth which means the High School is still within the antenna's main antenna pattern, roughly 3 dB lower than from the main beam. Simply turning this sector of antennas directly towards the High School will only improve the signal by 3 dB in that direction while reducing it by 3 dB in the previous direction. (Please see Exhibit K1 for a graphical representation) As seen by the levels in the drive test data a 3 dB improvement in signal level provides a minimal improvement in coverage and will not remedy the significant gap, while simultaneously reducing coverage from areas previously served by the current antenna orientation. Therefore, this modification is not a viable solution to remedy the significant gap in service.

PierCon also evaluated the possibility of a higher gain antenna at the Gardnerville site, along with a change of antenna azimuth. The current Verizon 65 degree antenna has a gain of 16.1 dBi. Current industry standard antennas available include a 45 degree antenna with 20.1 dBi of gain. This option of changing antenna and azimuth would potentially increase signal levels in the Douglas High School area by up to 7 dB. (3 dB from azimuth change, and 4 dB by using a higher gain antenna), while also simultaneously reducing signal levels to the prior areas. Exhibit K2 is a modified version of Exhibit D1 and displays the expected signal levels by adding 7 dB to each of the drive test data points, with the previously identified service gap area. As can clearly be seen, even with this site modification, there still exists a mid-band service gap in reliable in building coverage, and any site modifications will not address the current service gap.

8.1 ALTERNATIVE SITES

In addition to the proposed site, the subject area was explored to see if any existing structures would be able to support the installation. Four locations were identified as being the closest to the center of the service gap area and a summary of these candidates is provided below in Table 3. Exhibit L provides a geographic map of the in building coverage gap area, proposed site, and alternate site locations.

Alternative Site	Address	Antenna Height (ft)
AT&T Rooftop Collocation at High School	1670 Highway 88	40
Hickey Building Rooftop/Red Oak	1625 Highway 88	33
Holiday Inn Rooftop	1659 Highway 88	40
And Away They Go LLC	1675 Highway 395	56
Rand 2003 Trust	Highway 88	96

Table 3 Alternative Candidates to Proposed Wireless Site at 1699 County Ave

Site 1 -AT&T Rooftop Collocation at High School

The Douglas High School co-location site is located in the service gap area, and the height of the building is 40'. From the drive test data collected we were able extract the coverage performance of the AT&T installation on the High School rooftop. Exhibit M illustrates the existing Mid-Band 1900 MHz coverage provided by the High School Site at 40'. The legend includes the coverage thresholds by color scheme. Exhibit M demonstrates that this Co-location site

will only provide in-building coverage to 0.21 square miles, representing 15% of Verizon's in-building gap area, and serving a population of 385 residents.

This candidate (rooftop installation at 40') will not meet Verizon's design and performance objectives for the service gap area.

Site 2 -Hickey Building Rooftop/Red Oak

The Hickey Building Rooftop candidate is a two-story 33' office building located on Route 88 across from the Douglas High School football field. Similar to the explanation for the Douglas High School candidate above, this location will only provide very limited in building coverage to Verizon's coverage gap area (0.21 square miles or less) and will not meet the design and performance requirements for the subject area.

Site 3-Holiday Inn Rooftop

The Holiday Inn Rooftop candidate is located in the Minden Gateway Complex east of route 88, and across from the Douglas High School. The height of the building is 40'. Once again, as similar to the explanation for the two prior candidates above, this location will only provide very limited in building coverage to Verizon's coverage gap area (0.21 square miles or less) and will not meet the design and performance requirements for the subject area.

Site 4-And Away They Go LLC

The And Away They Go LLC candidate is a proposed Verizon 56' monopole located in a neighborhood commercial zone along Route 395, in the eastern part of Verizon's in building service gap. Communications facilities are permitted in this zone and limited to 60' in height. This alternate falls within the subject gap area, however, is limited height with respect to the zoning ordinance. At the height of 56' a reduction in coverage similar to the proposed site analysis at 56 feet would be expected. Therefore, to achieve equivalent coverage additional height would be necessary, requiring a variance and not being a less intrusive alternative to the proposed site which height is allowed in its zone.

Site 5 Rand 2003 Trust

The Rand Trust Candidate property is located off of Highway 88, in an FR-19 zone, where telecommunications facilities are permitted up to a height of 120'. There is no existing communications facility and one would have to be constructed. The property is located at the most southern part of the Verizon service gap, which would limit the ability overall to balance coverage and capacity from its location as one sector would not be pointing into the gap area. Attached hereto as Exhibit N is an EDX Signal Pro-generated Coverage Map that indicates Verizon's existing areas of 4G LTE 2100 MHz wireless coverage from existing sites with the Proposed Alternative Site at 96 feet above ground. Existing coverage is indicated with colored dots obtained from drive test data. Exhibit N depicts the Proposed Alternative Site as a black dot labeled "Proposed Site" and the existing on-air sites as blue sector symbols. The legend includes the coverage thresholds by color scheme.

Exhibit N demonstrates that the Proposed Alternative Site with antennas at 96 feet above ground provides the required inbuilding signal level to 0.54 square miles and 763 residents within the Service Gap area. The inbuilding coverage provided from the proposed site at 96 feet above ground represents 42% of the Mid-Band coverage gap. A wireless facility constructed here would provide in building service to 0.54 square miles, and address 42% of the Mid-Band gap area, serving 763 residents, compared to the proposed Douglas High School site which would provide in building service to 0.84 square miles, address 61% of the Mid-Band gap area and serve 1,091 residents.

8.3 ALTERNATIVE TECHNOLOGIES

The Verizon report (page 14) has identified numerous network extenders (femtocells) in use throughout the service gap area. By virtue of customer request and deployment of femtocells, there is inadequate in building coverage present throughout the area. Femtocells are limited to in-home coverage and a 50 ft radius from their location in the home, supports a limited number of users, and the devices rely on home internet service, which does not provide or meet the same reliability or performance standards as a cellular site. Due to the inherent limited access and range associated, femtocells are not a viable approach to addressing the gap in reliable service as described in this report, which would include roads, highways, and denser commercial type buildings.

Alternative technologies such as small cells or distributed antenna systems are not viable options to provide comparable coverage to the proposed tower. The FCC defines a small wireless facility as (i) mounted on a structure less than 50 feet in height, (ii) each antenna is no more than three cubic feet in volume; and (iii) all other equipment on the structure must be less than 28 cubic feet in volume. These alternative technologies provide a limited area of coverage on a limited amount of spectrum and therefore are not sufficient to provide the wide area coverage equivalent to the macro site as proposed. These technologies are primarily utilized to improve capacity, or "densify" in areas where coverage already exists.

Additionally, a wireless network design utilizing small cells or DAS nodes must be very precise. The location of each "node" must be where each is designed to be placed, with limited variation of distance. For example, a node may be on one side of the street or another, but a move even 100 feet in any direction may be unacceptable because a coverage gap between the nodes would be created. Moreover, existing telephone poles generally cannot be utilized; thus, new poles would need to be placed in each and every location. For many locations, any one unavailable spot would render the wide area small cell/DAS network a failure.

To illustrate why a network of small cells or DAS nodes would not be a less intrusive alternative in this case, I have created an initial hypothetical design showing how many small cells would need to be deployed to cover the significant gap area. Attached as Exhibit P is a Small Cell Hypothetical Design Grid which shows the initial design. The red dashed hexagons represent notional macro grids. All grid radii are based upon the mid-band coverage range.

Assuming an average small cell coverage radius of 800 feet and average utility pole height of 35 feet, it would require approximately 16 small cells to fill the significant gap area to be covered by the Subject Site. And in this hypothetical design, each small cell would need to be within 100 feet of the center of each grid in my design for the system to work. Each of those small cells, many of which would likely be directly in front of existing single family homes, would need to be approved under the applicable permitting process. Moreover, if there is no existing utility pole along the roadway at the location, a new pole would need to be installed, and even where there are existing utility poles, many if not most would need to be replaced with a pole capable of holding the small cell. For each "node," fiber optic lines and electric service would need to be installed if it did not already exist. The cost of such a network of small cells would be many times greater than the cost of the Subject Site. Furthermore, small cell nodes have received considerable opposition in many jurisdictions lending them to not be the least intrusive alternative.

For these reasons, alternative technologies such as those noted above cannot efficiently remedy a significant coverage gap or be comparable to a macro site.

8.3 LEAST INTRUSIVE

The Subject Site is the least intrusive because it remedies the subject Service Gap while locating the structure in a public facilities zone in a mixed residential and commercial area, at a minimum height so as to be indiscernible from most vantage points. The proposed site is located in a permitted public facility zone, set back behind an existing firehouse, and within the permitted height regulations. Furthermore, other viable alternatives considered require a structure of similar height and structure type, and are located in residential or forest zones, where a wireless facility would appear more distinctly. Alternative technologies including small cells require numerous locations, are ineffective in this case when compared to a macro site and are far more intrusive.

9 CONCLUSION

It has been determined through drive test data, key performance indicator data, and Verizon coverage plots (submitted previously) that a significant gap in service exists. The gap for localized in building service is 1.4 square miles and extends to an area as large as 8.4 square miles which includes in-vehicle service and the roads and connecting nearby highways 395 to the north and highway 88 to the south. PierCon Solution's localized analysis of Verizon Wireless'

existing network coverage indicates that a significant coverage gap in wireless service exists in northwest Minden, Nevada. Drive test data provided in this report demonstrates the specific geographic area lacking reliable in-building coverage for both Verizon's FCC licensed Low-Band frequencies and Mid-Band frequencies.

The Low-Band service gap is approximately 0.75 square mile and includes commercial buildings (including the Douglas High School) and the residential neighborhoods to the north and south of the Subject Site. Additional gaps also include 0.6 miles along Route 395 from 10th Street to the Route 88 intersection, and another 0.5 miles along County Road from 10th Avenue to Route 88. According to the 2020 US Census data there are approximately 1,285 residents living in the Service Gap area.

The Mid-Band gap is approximately 1.4 square mile and includes commercial buildings (including the Douglas High School) and the residential neighborhoods to the north and south of the Subject Site. Additional gaps also include 0.6 miles along Route 395 from 10th Street to the Route 88 intersection, and another 0.5 miles along County Road from 10th Avenue to Route 88. According to the 2020 US Census data there are approximately 2,017 residents living in the Service Gap area. These areas fail to meet the industry standard reliable signal levels (RSRP) for in building residential and in building commercial service.

The Verizon report identifies a service gap of 8.4 square miles including a 3.7 mile stretch of highways 88 and 395, with a population of 1,370, encompassing a larger geographic area between the Minden site and the Gardnerville site, including in-vehicle coverage. PierCon's analysis focused on the immediate residential and commercial in-building coverage areas around the proposed site, which is included in Verizon's report, with similar results found for the area evaluated.

Drive test data also provided in this report demonstrates the presence of multiple serving transmitters, and the lack of a dominant server signal. A non-dominant server signal results in poor quality signal levels evidenced by the low SINR values measured in the service gap area. Low SINR values are consistent with inadequate service as evidenced in Key Performance Indicators such as dropped calls, and lower user throughputs.

Further Key Performance Indicator (KPI) data provided demonstrates the existing wireless sites providing service to the subject area are not meeting the industry standard performance metrics and cannot be altered or upgraded to address the subject area. Drop call rates for the best serving transmitter sites exceed the 1% industry standard consistently in the Low-Bands for the time period evaluated. This is due to the lack of mid-band signal suitable for use forcing all wireless traffic onto the Low-Band frequencies which eventually drop.

Downlink Utilization rates above 70% is a further indicator that the network may be approaching limitation and not be able to provide a consistent 5 Mbps throughput to the user. Information provided in this report suggests a strong correlation between the 70% downlink utilization rate and a sustained 5Mbps throughput, for both Low-Band and Mid-Band.

The existing wireless facility, Gardnerville, has been evaluated to determine whether modifications to antenna orientation or increased antenna gain would adequately address the service gap. Information provided in this report indicates that a slight increase in overall signal level may be possible, however, the Mid-Band service gap remains unchanged at 1.4 square miles, including the Douglas High School and the residential and commercial areas surrounding the school.

All the items above lead to the conclusion that a new wireless facility is necessary to address these network reliability issues.

Verizon proposes a new facility at 1699 County Road in Minden which has been evaluated through drive test data and network KPI issues, along with alternative candidates to remedy the lack of in-building coverage. Having reviewed the proposed site and the list of alternate sites provided in this report, PierCon Solutions concludes the proposed site location and height is the best suited from an RF perspective to remedy the significant coverage gap and address the current compromised network performance. The proposed site with antennas at 76 feet above ground provides the required reliable inbuilding signal level to 0.84 square miles and 1,091 residents within the Service Gap area.

The inbuilding coverage provided from the proposed site at 76 feet above ground remedies 61% of the Mid-Band coverage gap, which exceeds all the alternate candidates evaluated in this report.

The proposed installation will aid in improving reliable coverage to the area, providing a dominant serving signal to the identified gap area. This will improve Verizon Wireless customers' experience on the network throughout the northwest area of Minden, including residences, businesses, and Douglas High School.

The proposed site is located in a public facility (PF) zone, where telecommunications facilities are allowed, with a maximum height of 80 feet. The proposed site with an overall height of 80' will also support the Douglas County Code requirement in section 20.664.180.C.5, requiring "Support structures for wireless communications antennas shall be designed to allow at least one additional wireless service provider to co-locate antennas on the structure."

After performing the independent radiofrequency analysis, PierCon Solutions concludes that this facility is essential to Verizon Wireless' network design in and surrounding northwest Minden. The analysis also shows that the coverage gaps present in this area require numerous small cells to address in totality, and that the proposed site is the best solution to remedy the significant gap in coverage, address the failed network performance KPI's and is the least obtrusive solution to do so.

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3/26/2025

10 APPENDIX 1 - EXHIBITS

Exhibit A	Verizon Site Table
Exhibit B	Verizon's Site Distance Map
Exhibit C	Verizon Wireless 700 MHz LTE (4G) Drive Test Map
Exhibit C1	Verizon Wireless 700 MHz LTE (4G) Drive Test Map with Service Gap
Exhibit D	Verizon Wireless 2100 MHz LTE (4G) Drive Test Map
Exhibit D1	Verizon Wireless 2100 MHz LTE (4G) Drive Test Map with Service Gap
Exhibit E	Verizon Wireless 3700 MHz LTE (5G) Drive Test Map
Exhibit E1	Verizon Wireless 3700 MHz LTE (5G) Drive Test Map with Service Gap
Exhibit F	Low Band Best Serving Transmitter
Exhibit F1	Verizon Wireless 700 MHz LTE (4G) SINR Drive Test Map with Service Gap
Exhibit G	Mid Band Best Serving Transmitter
Exhibit G1	Verizon Wireless 2100 MHz LTE (4G) SINR Drive Test Map with Service Gap
Exhibit H	Drop Call Rate (KPI) Analysis
Exhibit I	Downlink Physical Resource Block Utilization (Capacity) Analysis
Exhibit I1	Downlink Physical Resource Block Utilization (Capacity) and Throughput Analysis
Exhibit J	Verizon's Existing Coverage with Proposed Site at 76' AGL
Exhibit K	Verizon's Existing Coverage with Proposed Site at 56' AGL
Exhibit K1	Google Earth Image of Existing Gardnerville Azimuth
Exhibit K2	Verizon Wireless Expected 2100 MHz LTE Coverage with Gardnerville Site Modification
Exhibit L	Alternate Site Map
Exhibit M	ATT Mid Band Coverage from Douglas High School Site
Exhibit N	Verizon's Existing Coverage with Rand 2003 Trust Site at 96' AGL
Exhibit O	Small Cell Hypothetical Design Grid

Exhibit A
Verizon's Site Table

Existing Site	Frequency Bands/Technology	Antenna Height (ft)	Azimuth (°)	Longitude	Latitude	Type
DAGGETT_PEAK	L700, L850, L2100	120	0, 180	-119.887856	38.968564	Self Support (Lattice Tower)
GARDNERVILLE	L700, L850, L1900, L2100, N 3700	53.1	70, 130, 220, 330	-119.7603799	38.94942739	Self support structure on building
MINDEN	L700, L850, L1900, L2100, N 3700	72.3	0, 65, 145, 260	-119.7565306	39.02292222	Monopole
PINENUT_ROAD	L700, L850, L1900, L2100, N 3700	76	50, 150, 275	-119.702119	38.923628	Monopole
MCCLELLAN PEAK	L700, L850, L1900, L2100	192	95, 175, 300	-119.7055	39.25936	Self Support (Lattice Tower)

Subject Site	Frequency Bands/Technology	Antenna Height (ft)	Azimuth (°)	Longitude	Latitude	Type
Douglas High School	L700, L850, L1900, L2100, L3700, N850, N3700.	76	130, 245, 350	-119.778273	38.957182	Monopole

L=LTE, N=5G

Exhibit B
Verizon's Site Distance Map

VERIZON WIRELESS
EXISTING SITES & SITE SEPERATION MAP

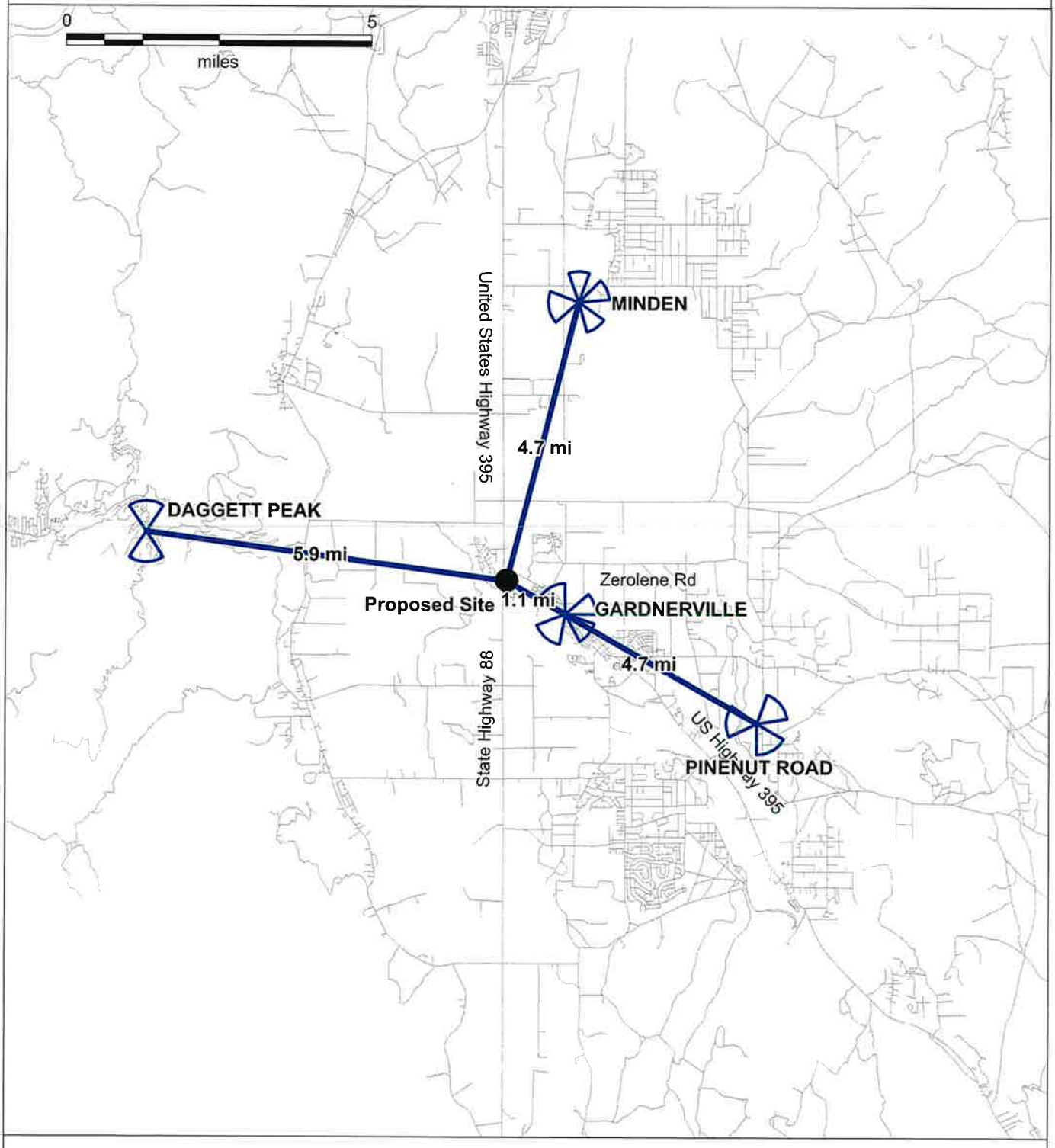


Exhibit C

Verizon Wireless 700 MHz LTE (4G) Drive Test Map

VERIZON WIRELESS
700 MHz LOW BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

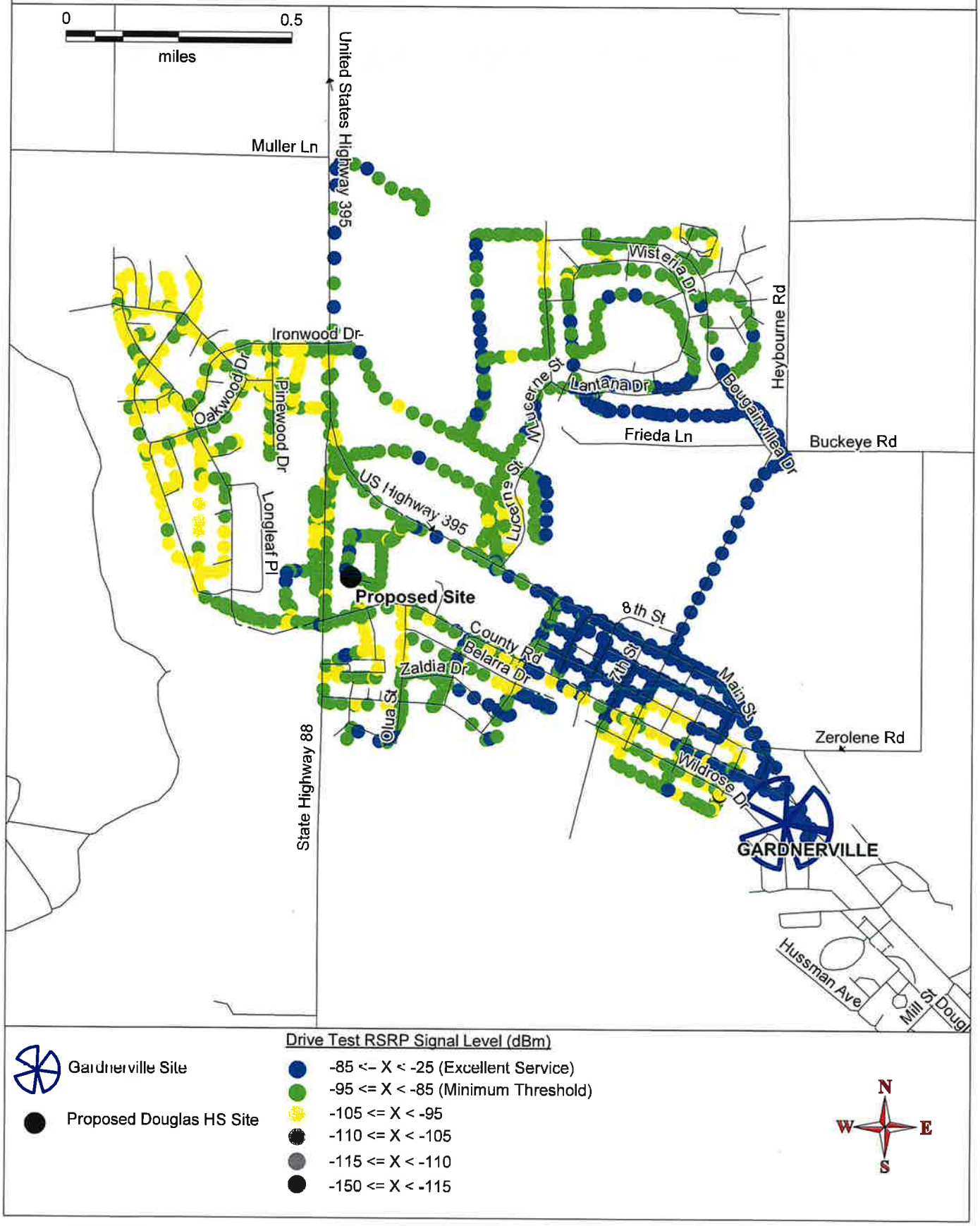


Exhibit C1

Verizon Wireless 700 MHz LTE (4G) Drive Test Map

with Service Gap

VERIZON WIRELESS
700 MHz LOW BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

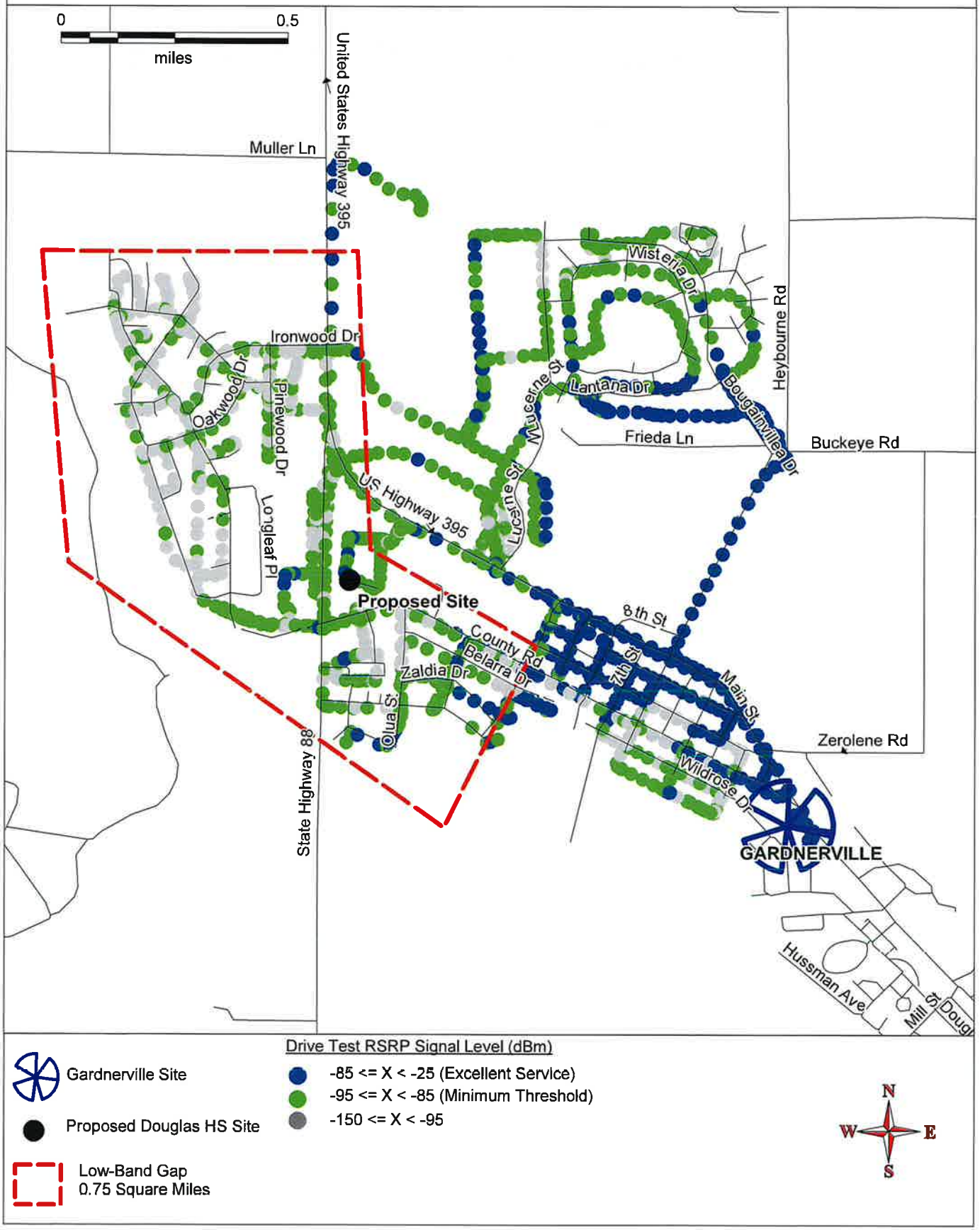


Exhibit D

Verizon Wireless 2100 MHz LTE (4G) Drive Test Map

VERIZON WIRELESS
2100 MHz MID BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

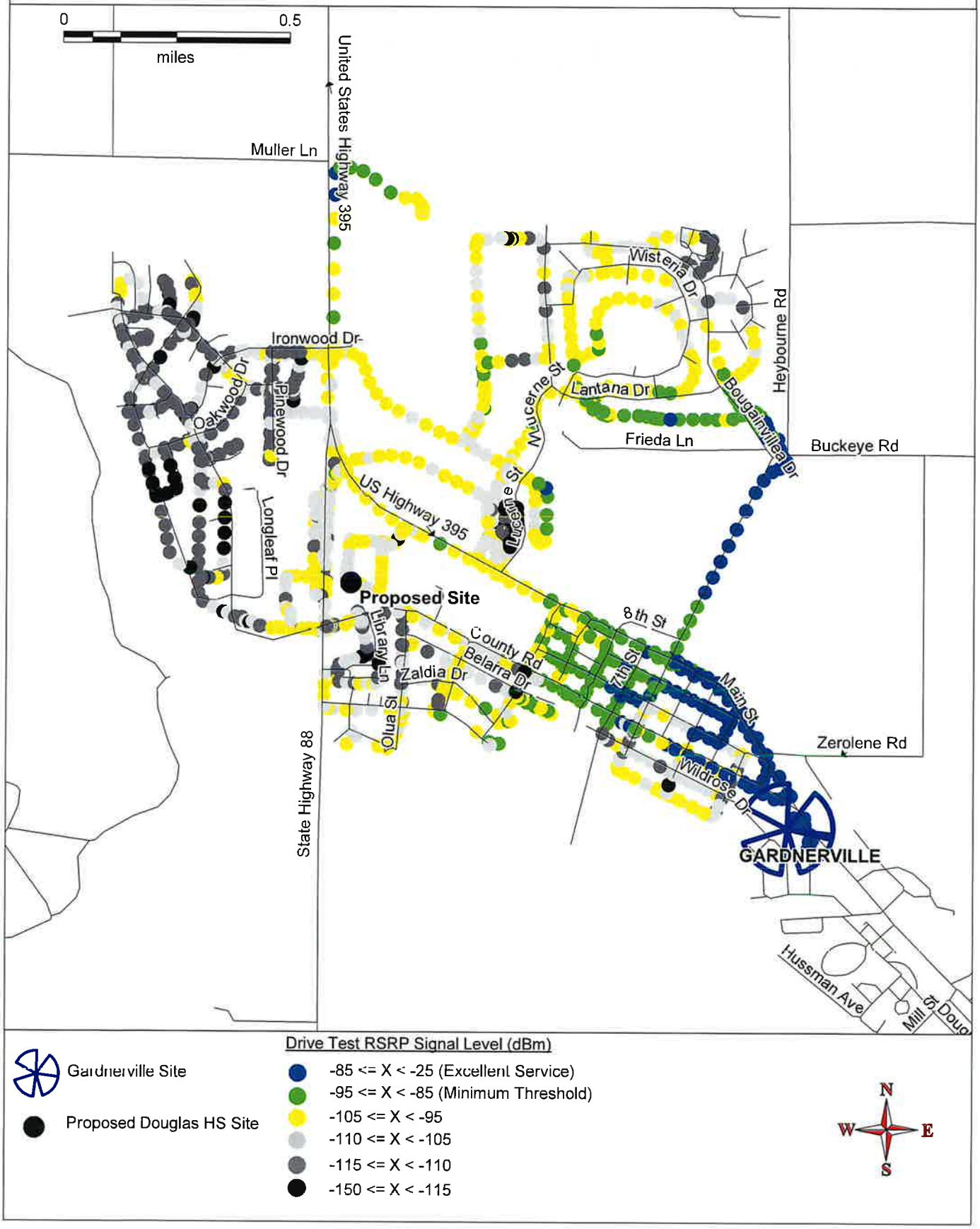


Exhibit D1

Verizon Wireless 2100 MHz LTE (4G) Drive Test Map with Service Gap

VERIZON WIRELESS
2100 MHz MID BAND -ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

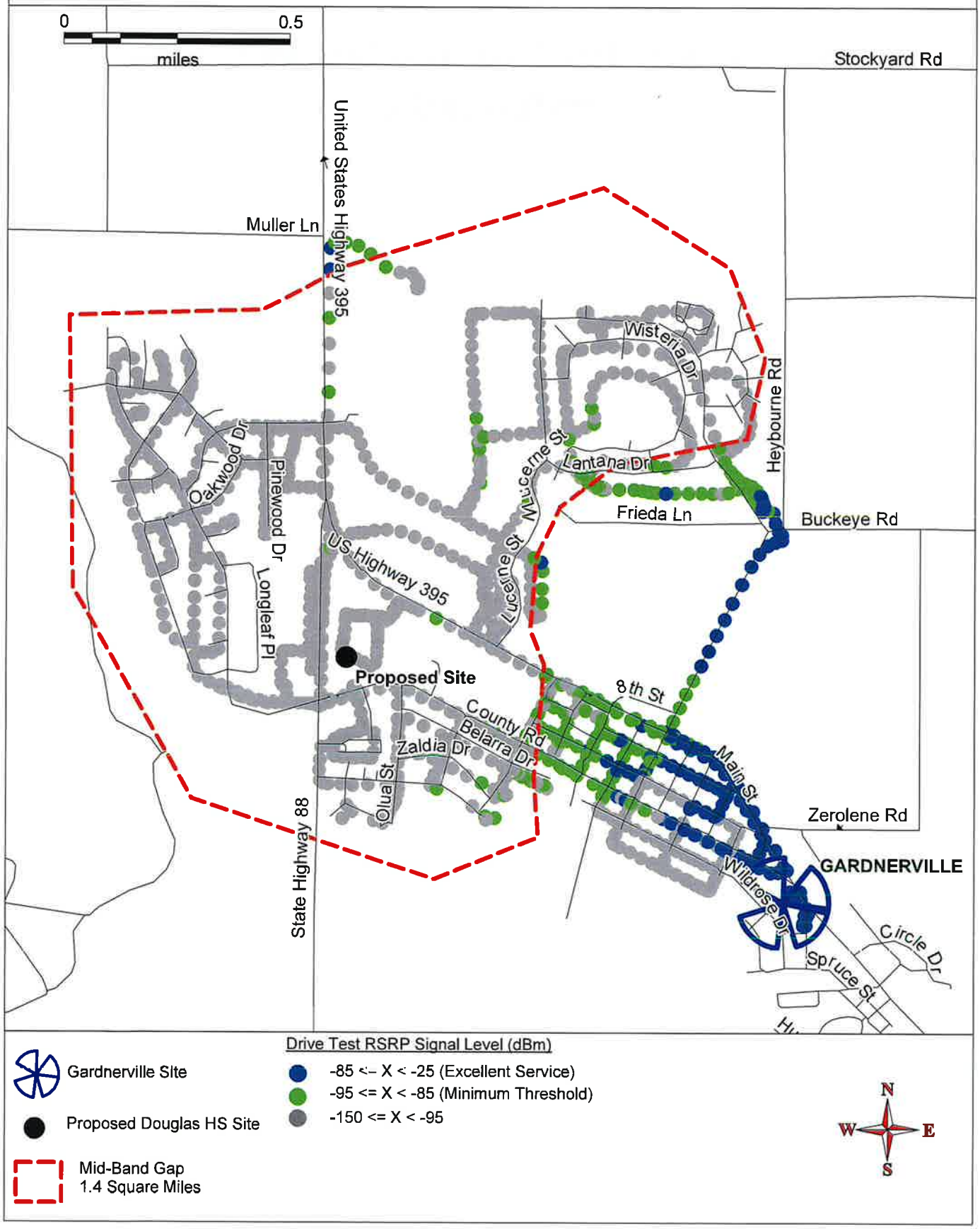


Exhibit E

Verizon Wireless 3700 MHz LTE (5G) Drive Test Map

VERIZON WIRELESS
3700 MHz MID C BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

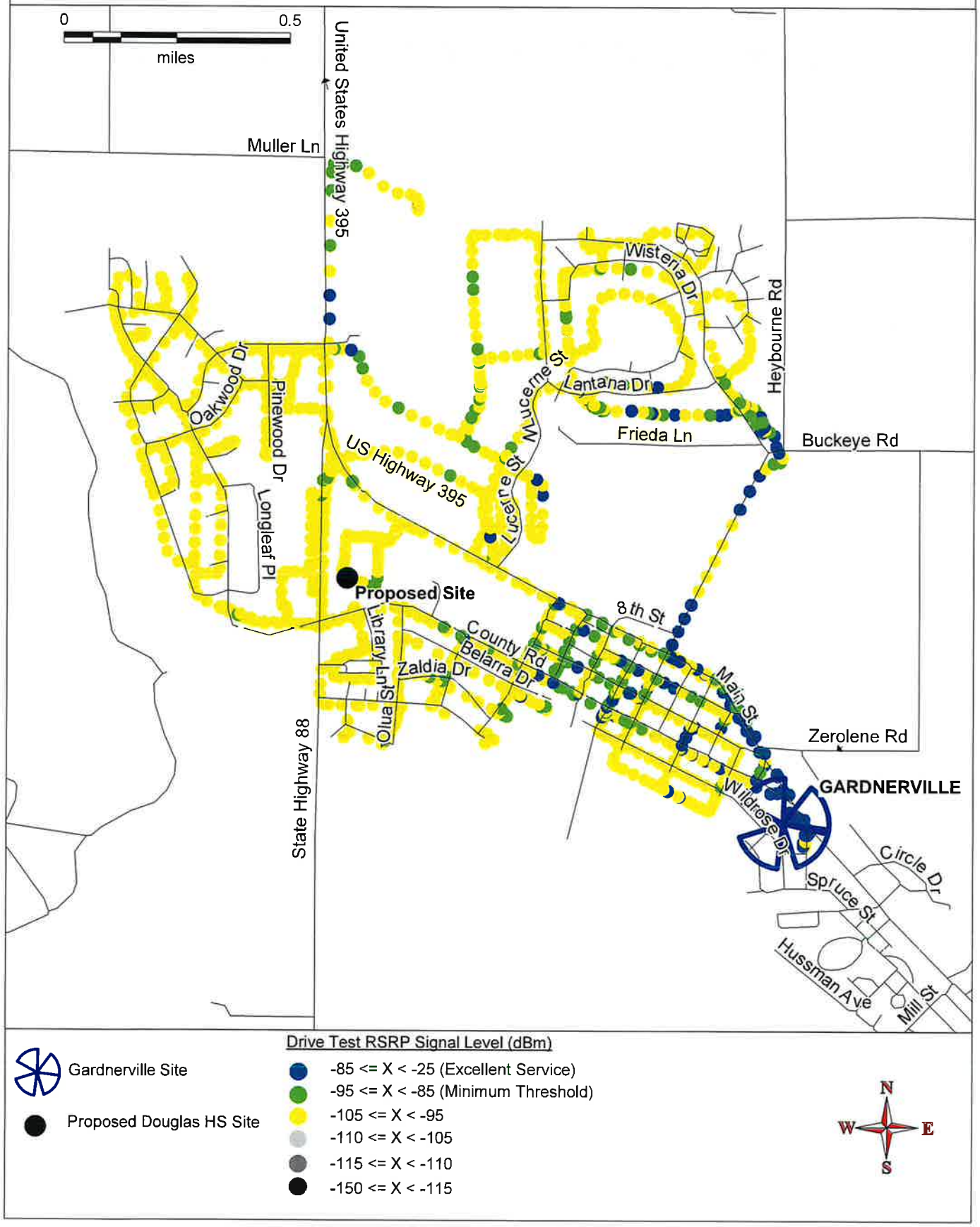


Exhibit E1

Verizon Wireless 3700 MHz LTE (5G) Drive Test Map with Service Gap

VERIZON WIRELESS
3700 MHz MID C BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

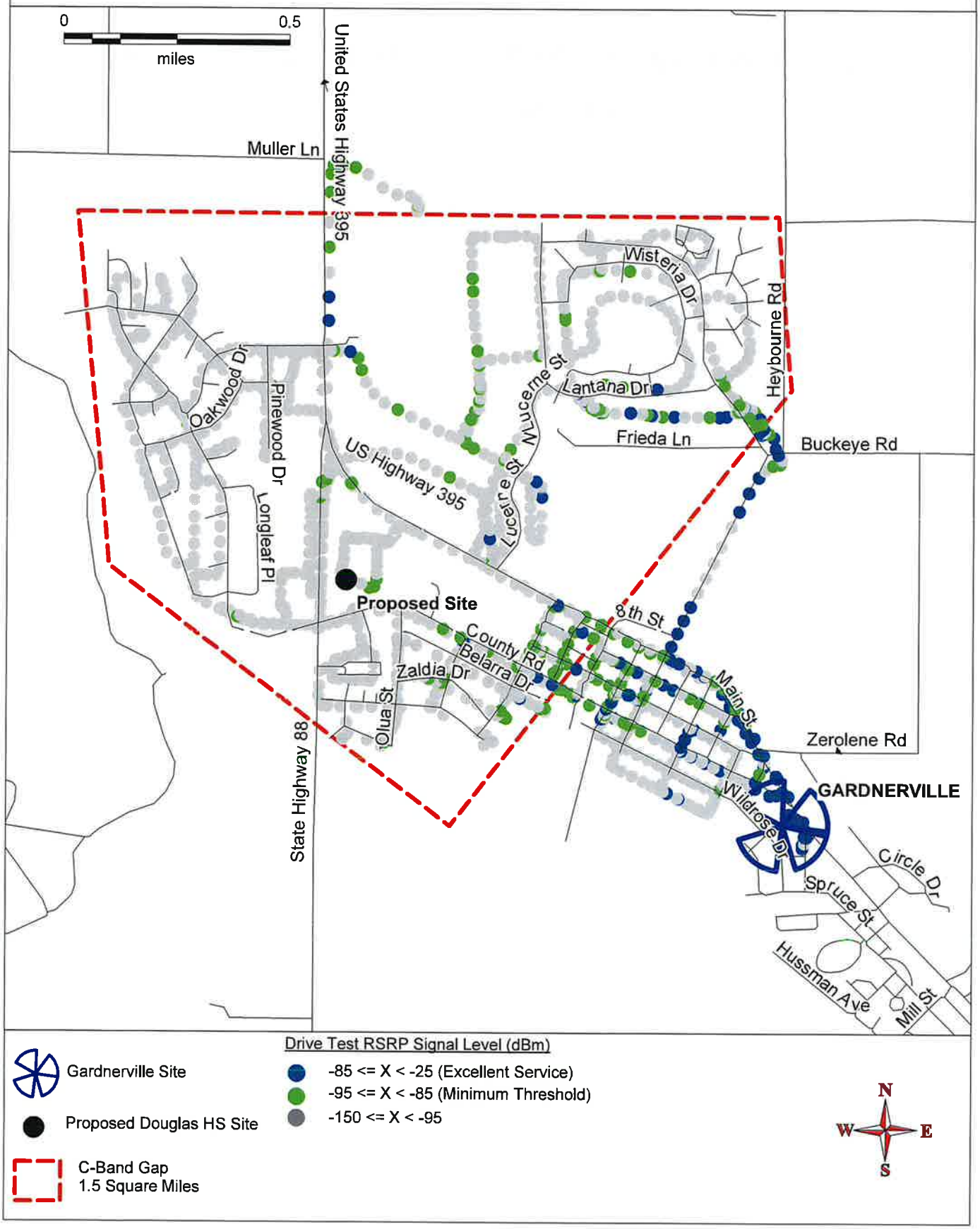


Exhibit F

Low Band Best Serving Transmitter

VERIZON WIRELESS
700 MHz LOW BAND BEST SERVING TRANSMITTER IN AREA OF GAP
TESTED 2/18/2025

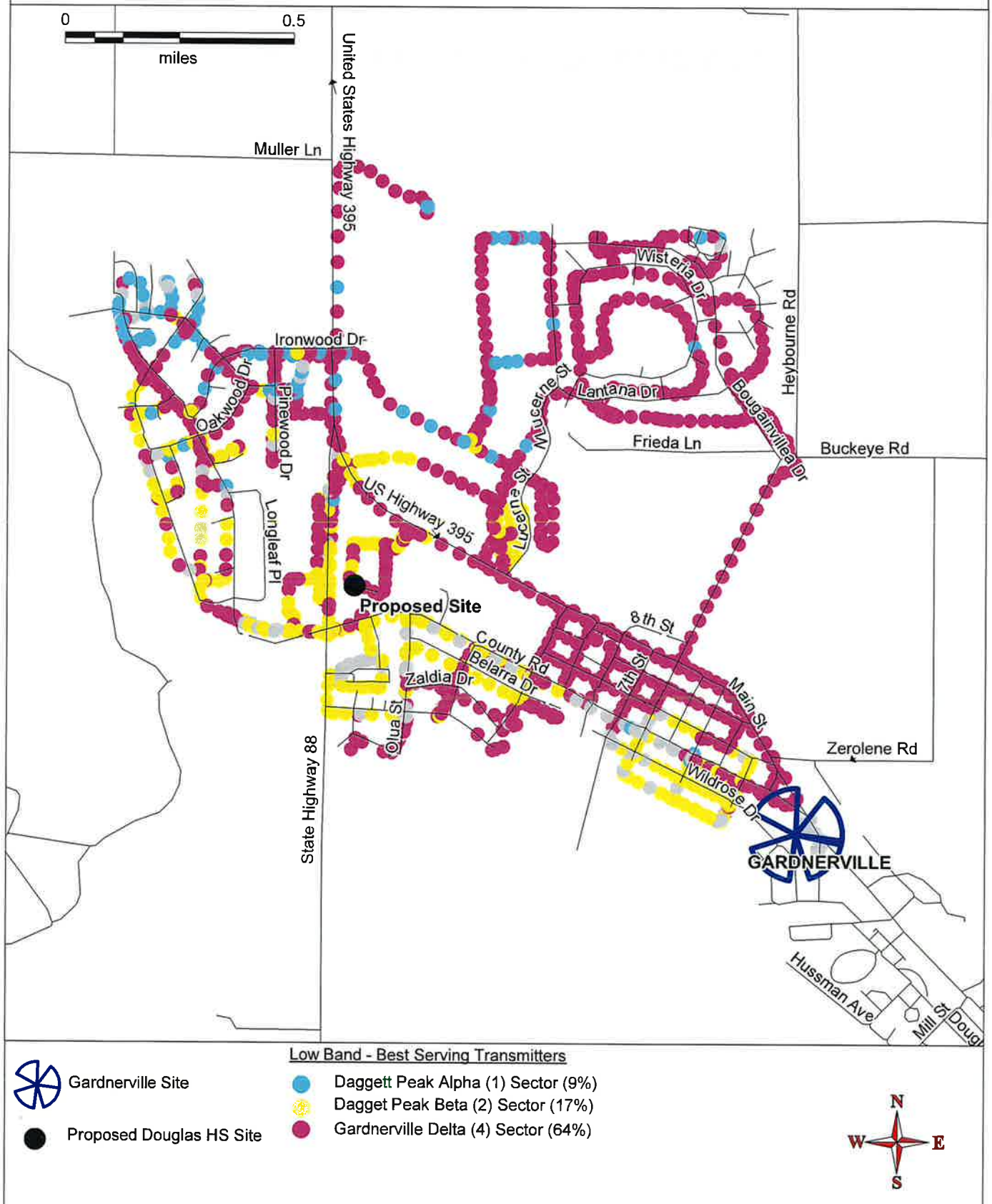


Exhibit F1

Verizon Wireless 700 MHz LTE (4G) SINR

Drive Test Map with Service Gap

VERIZON WIRELESS
700 MHz LOW BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

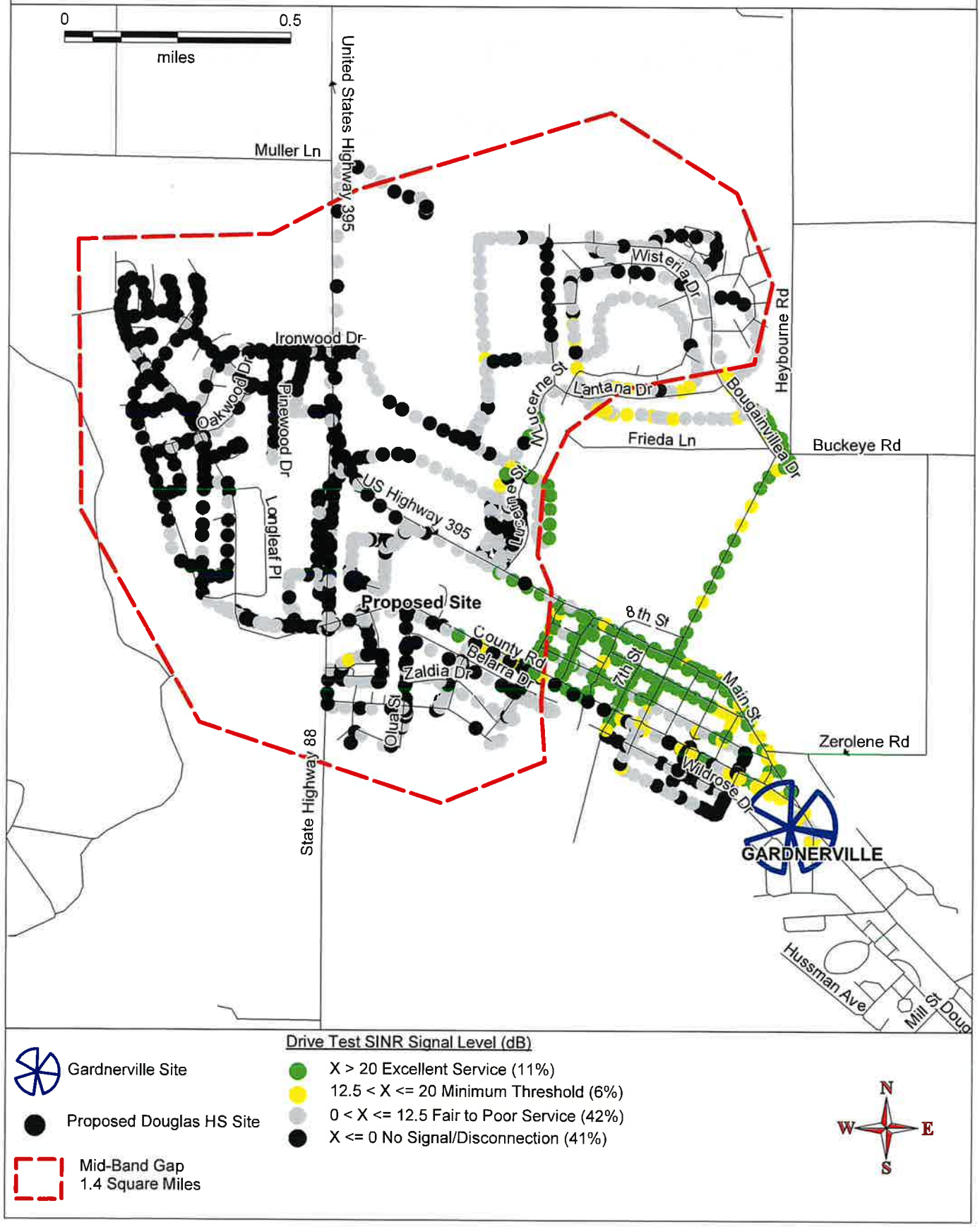


Exhibit G

Mid Band Best Serving Transmitter

VERIZON WIRELESS
2100 MHz MID BAND BEST SERVING TRANSMITTER IN AREA OF GAP
TESTED 2/18/2025

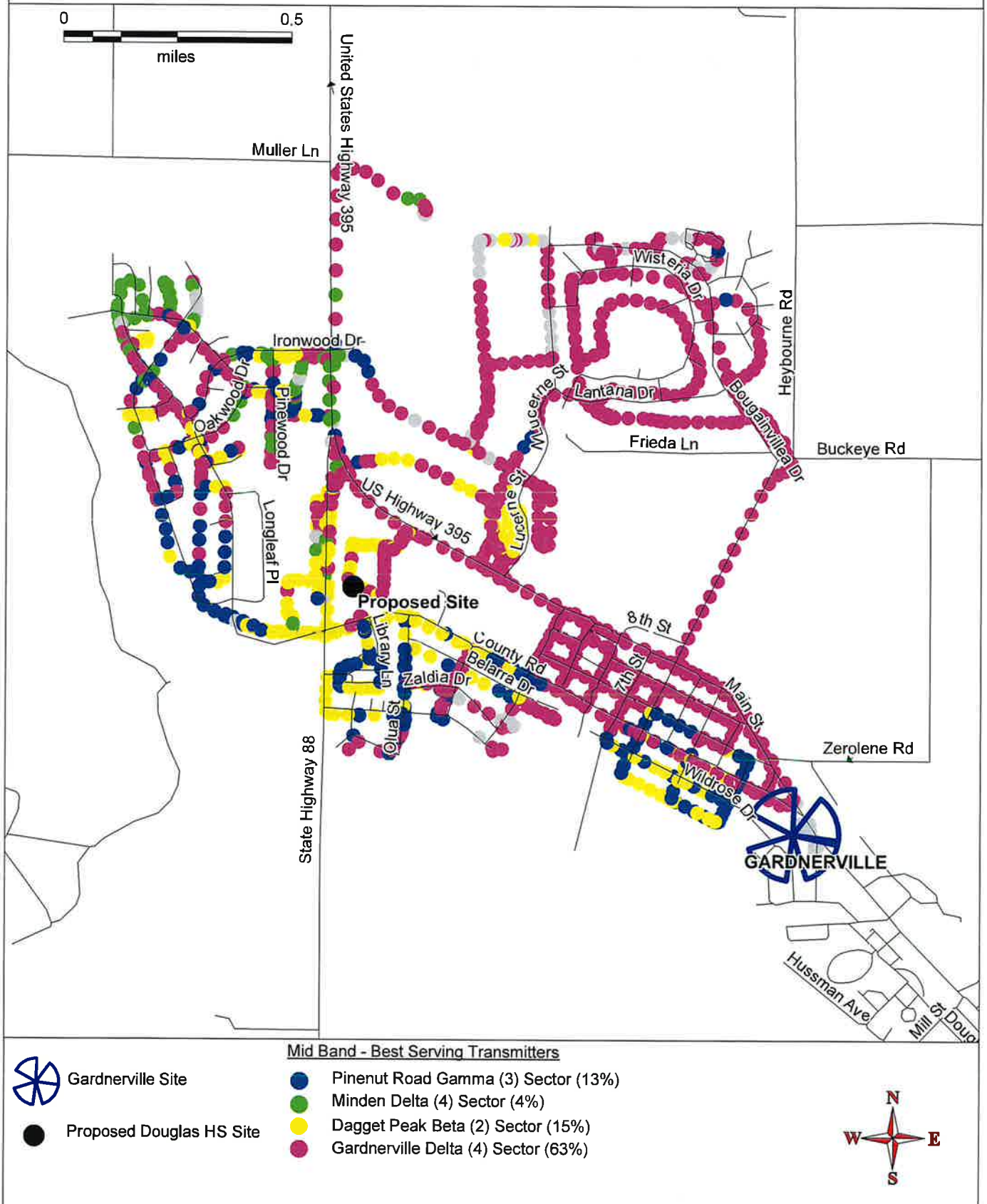


Exhibit G1

Verizon Wireless 2100 MHz LTE (4G) SINR

Drive Test Map with Service Gap

VERIZON WIRELESS
2100 MHz MID BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

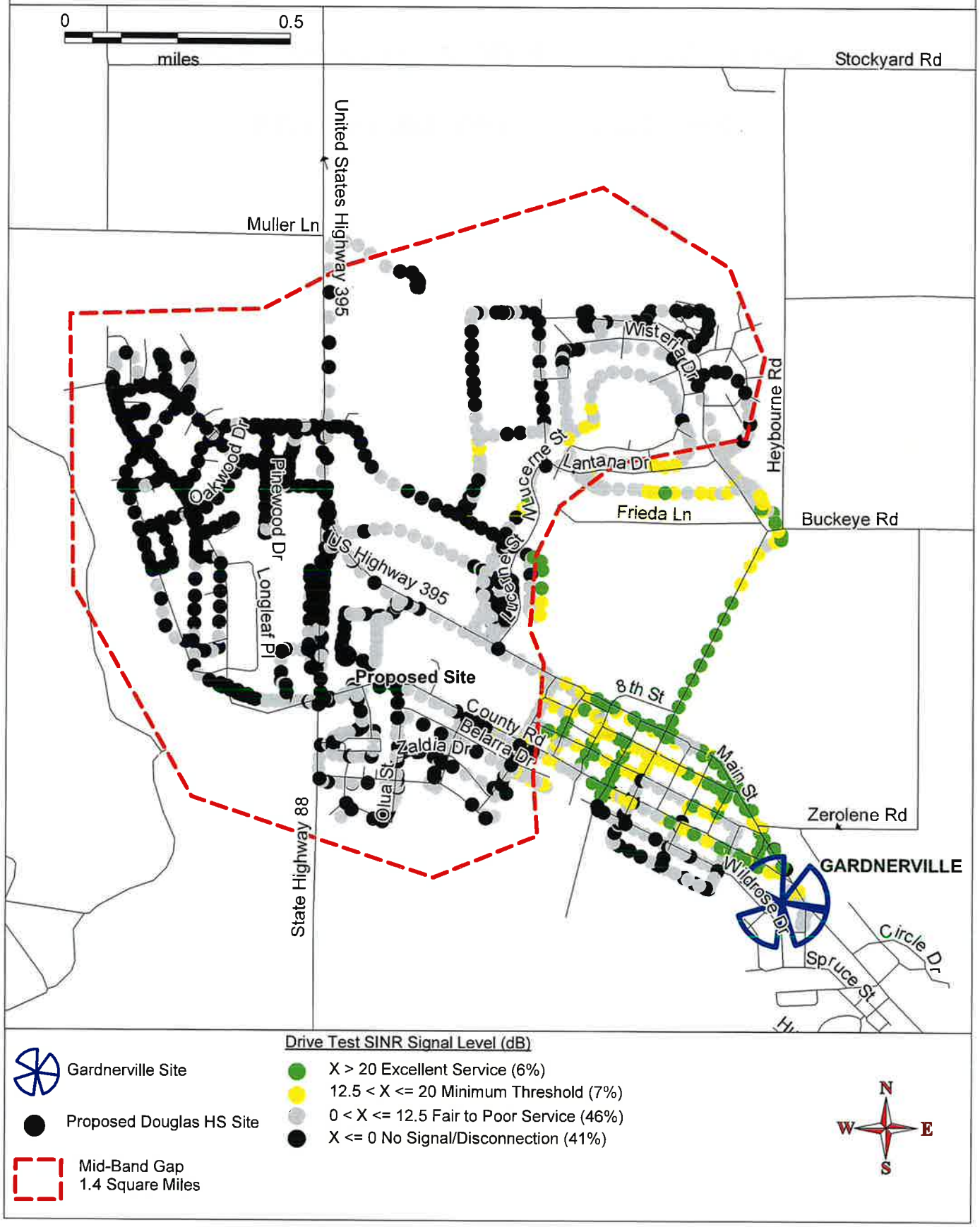
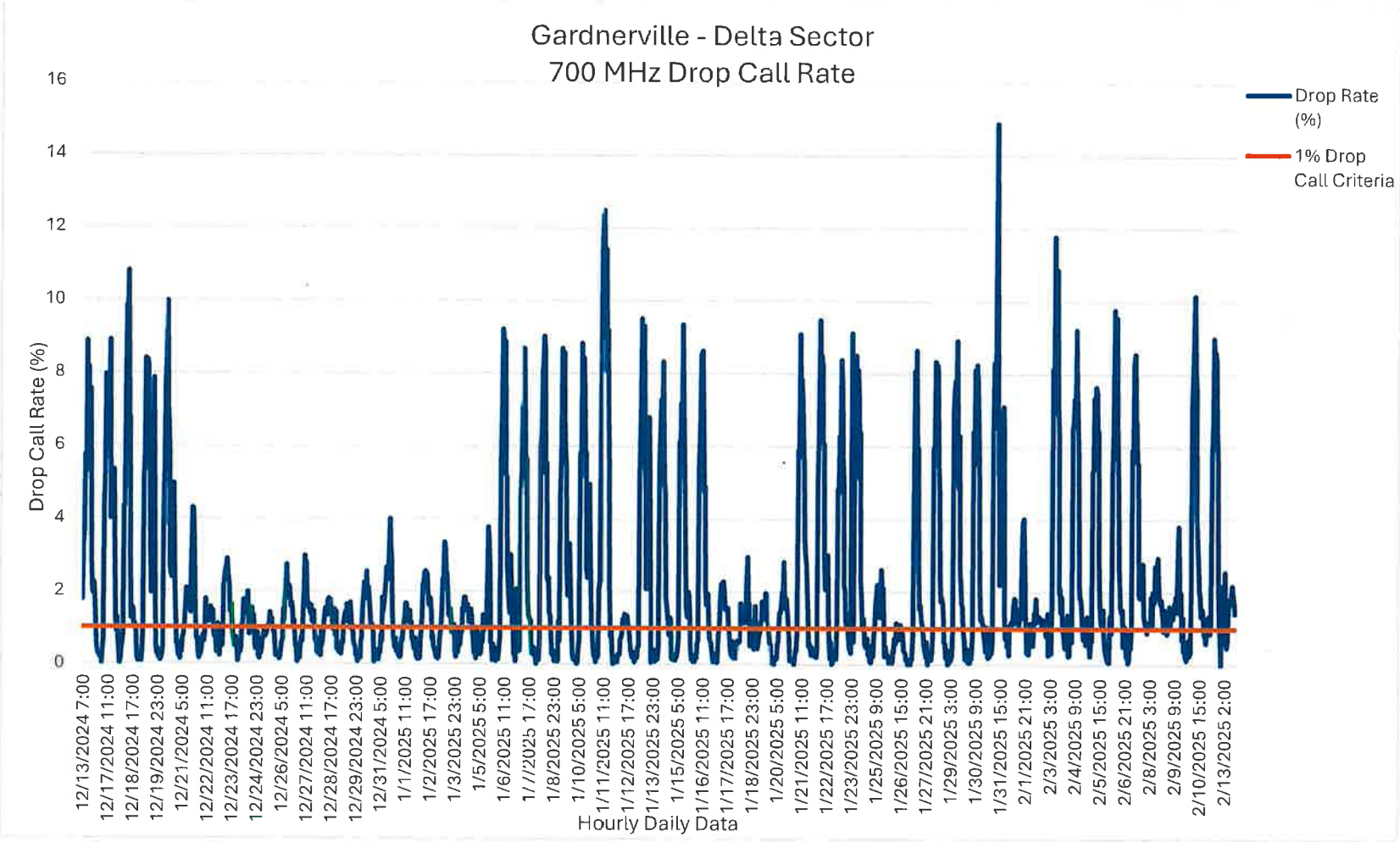
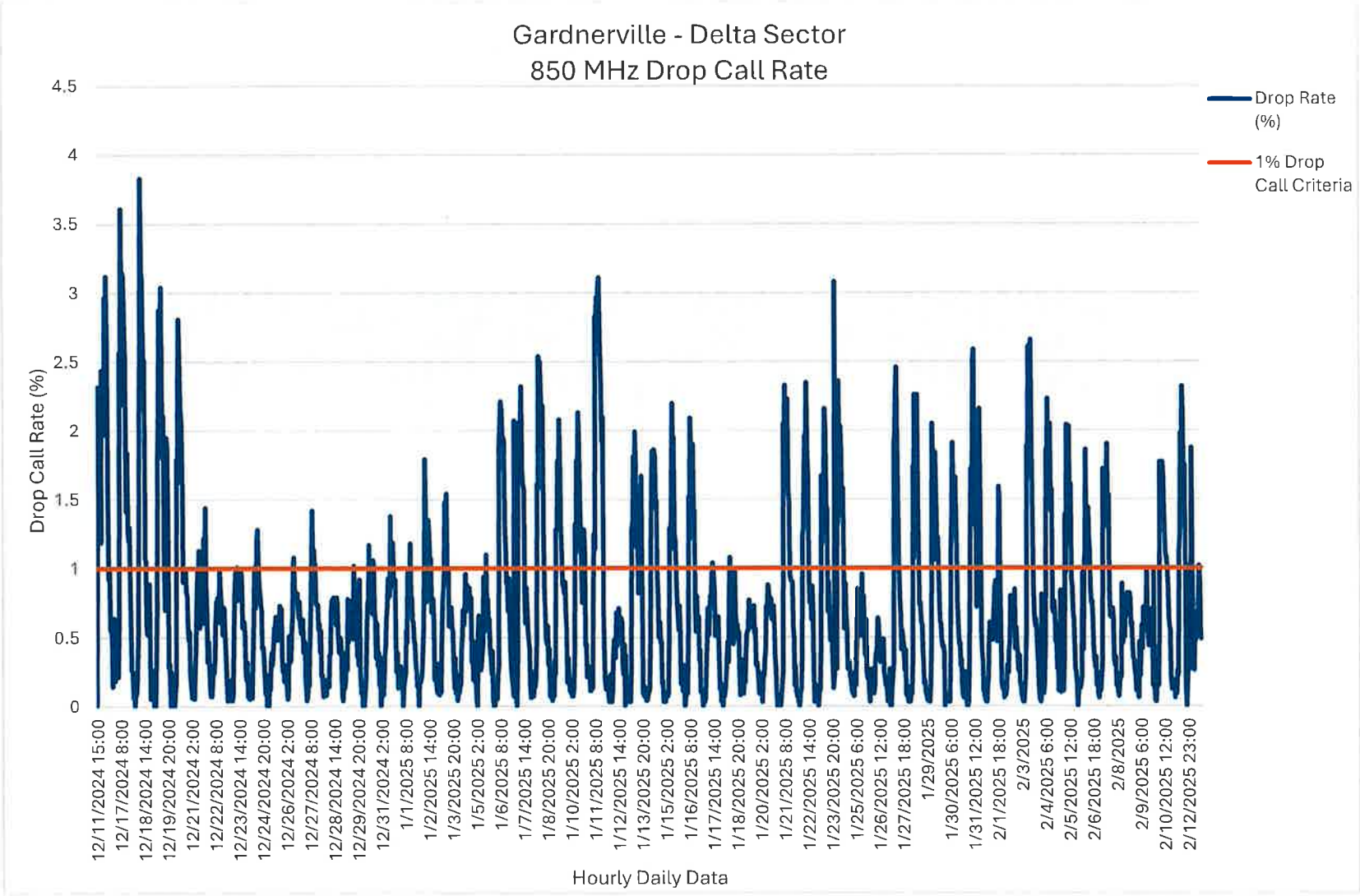


Exhibit H

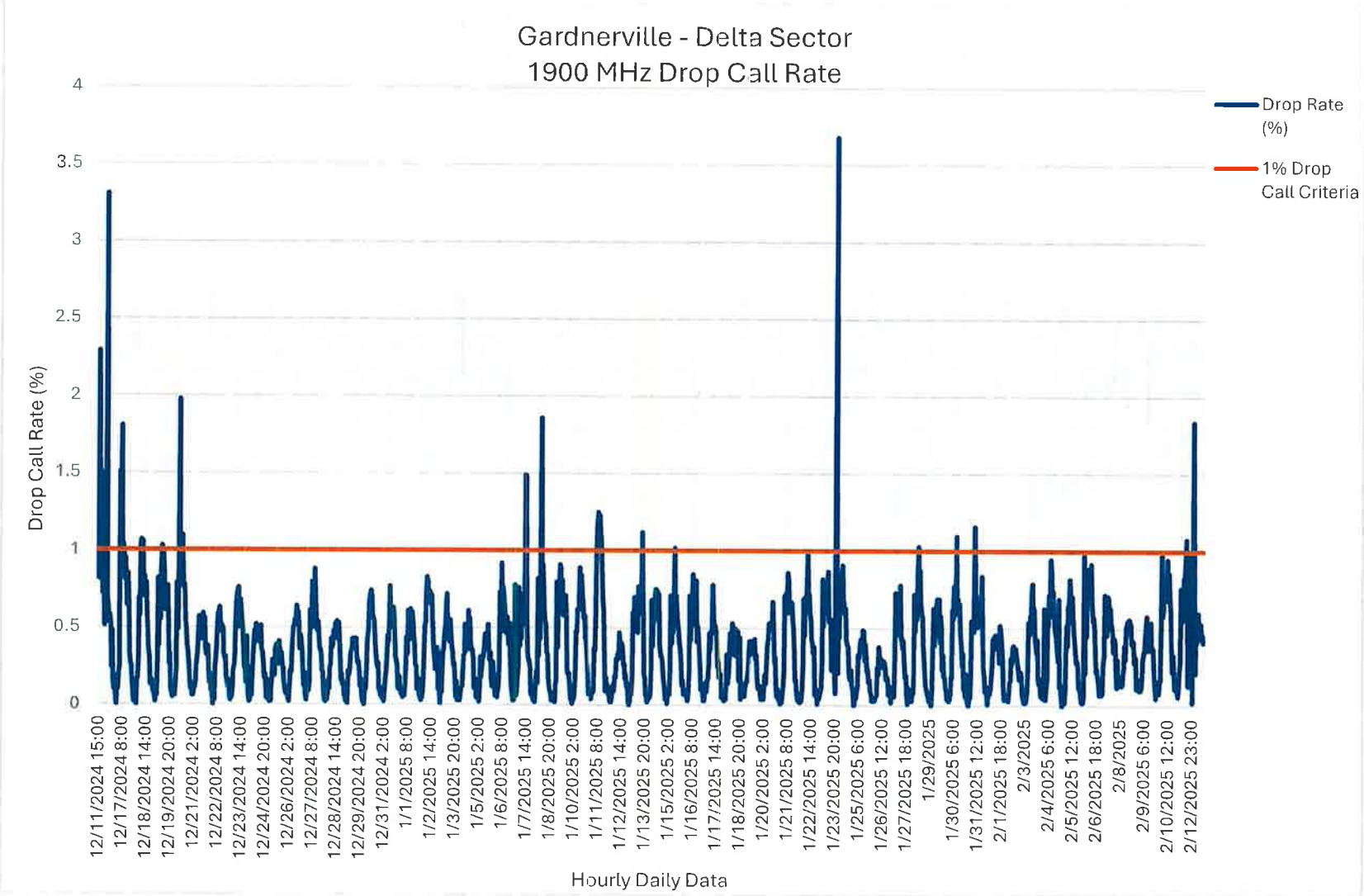
Drop Call Rate (KPI) Analysis



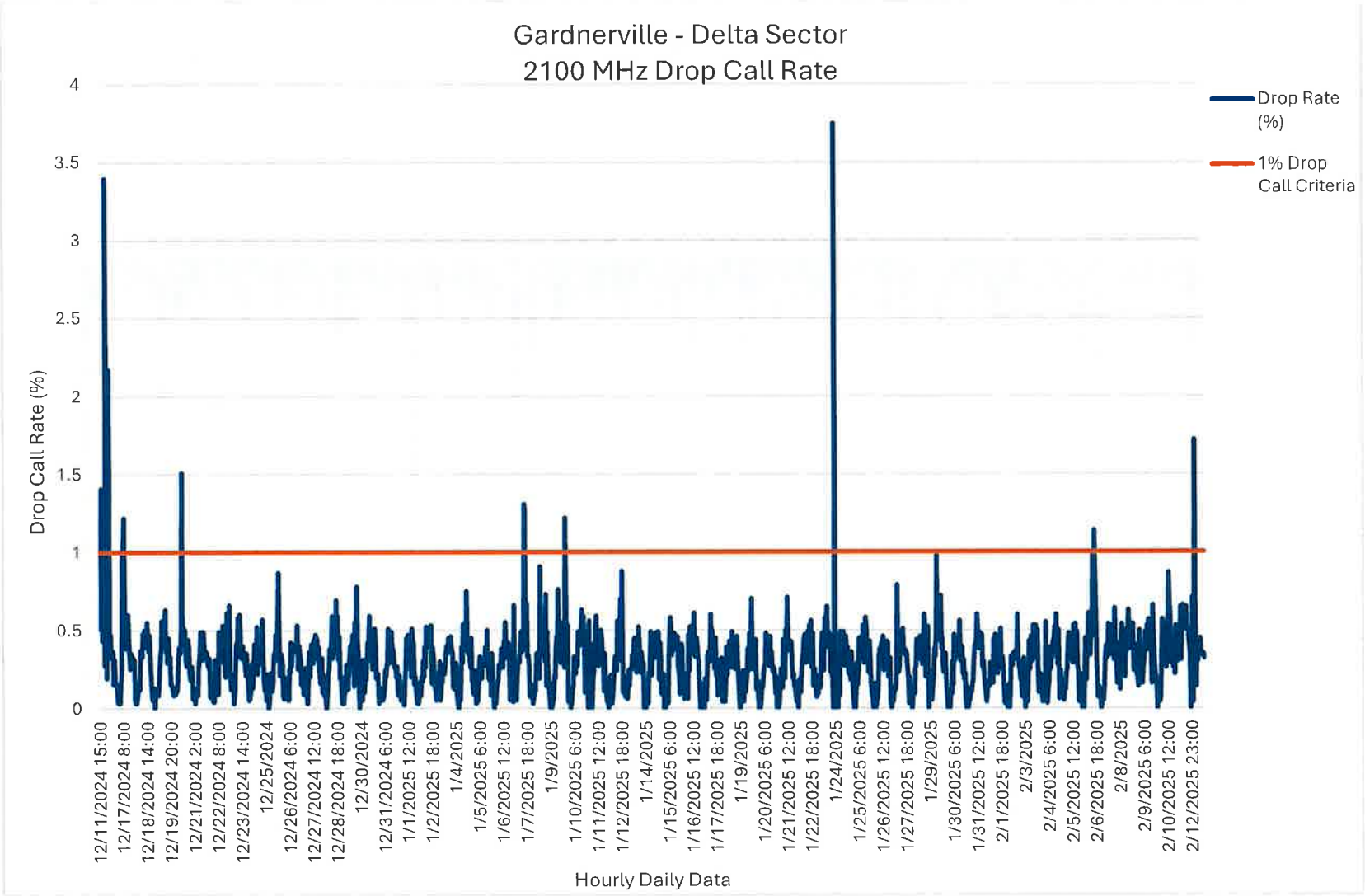
Indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.



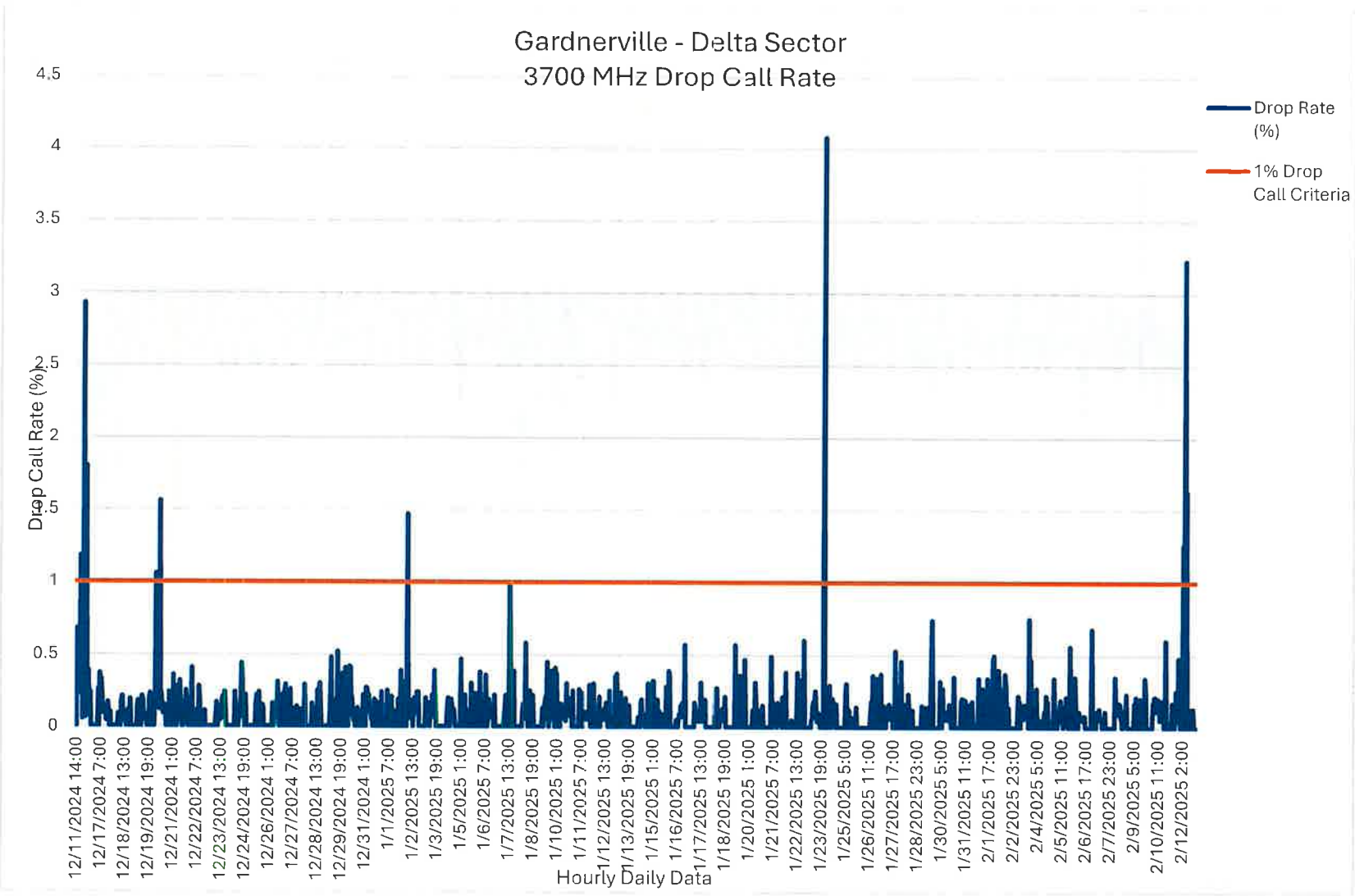
Indicates that the drop rate exceeded 1% for approximately 75% of the 90 day time period. This demonstrates that the 850 MHz band, similar to the 700 MHz band is experiencing an excessive amount of drop calls.



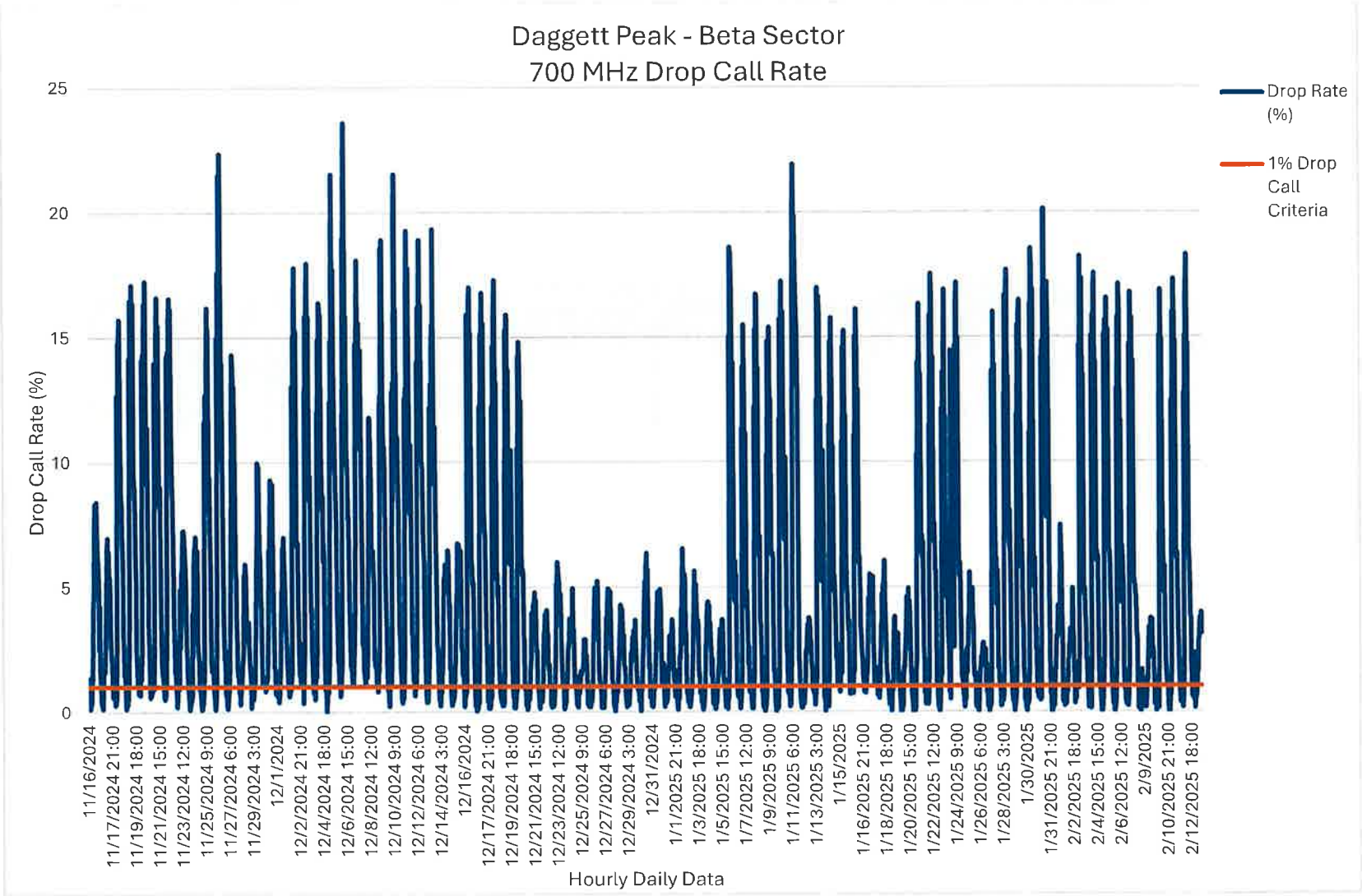
Indicates that the drop rate exceeded 1% for approximately 20% of the 90 day time period.



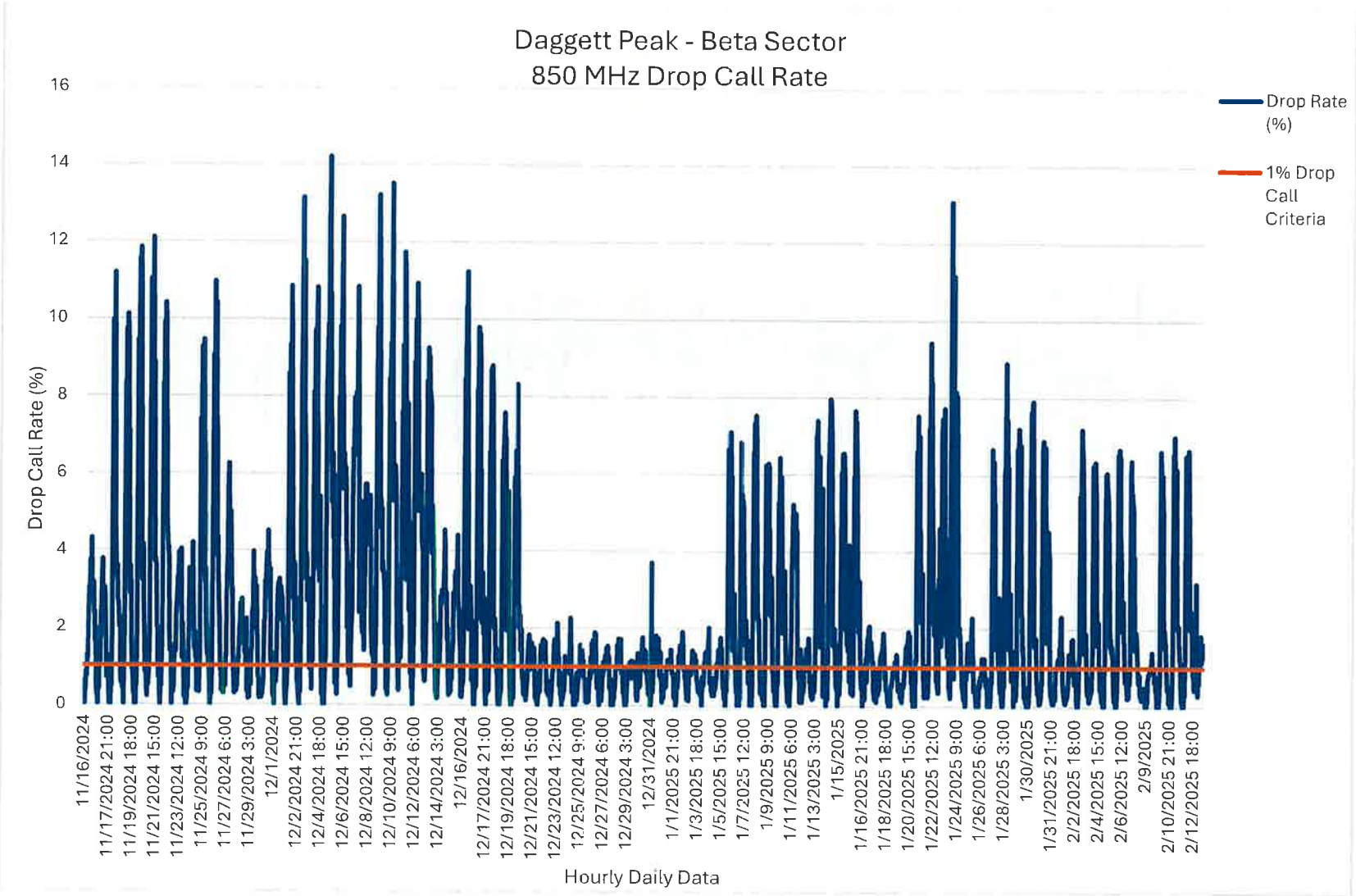
Indicates that the drop rate exceeded 1% for approximately 12% of the 90 day time period.



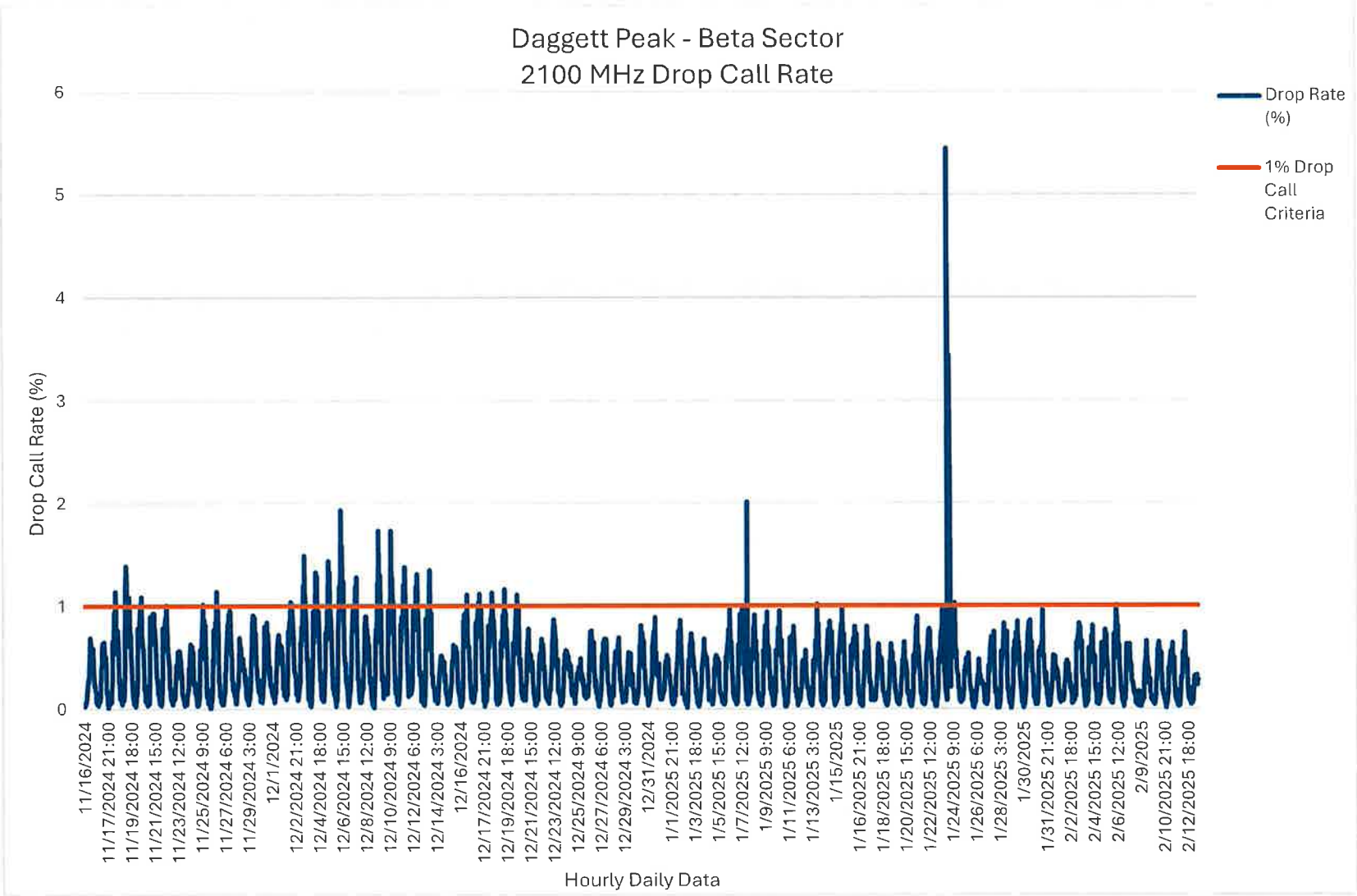
Indicates that the drop rate exceeded 1% for approximately 11% of the entire 90 day time period.



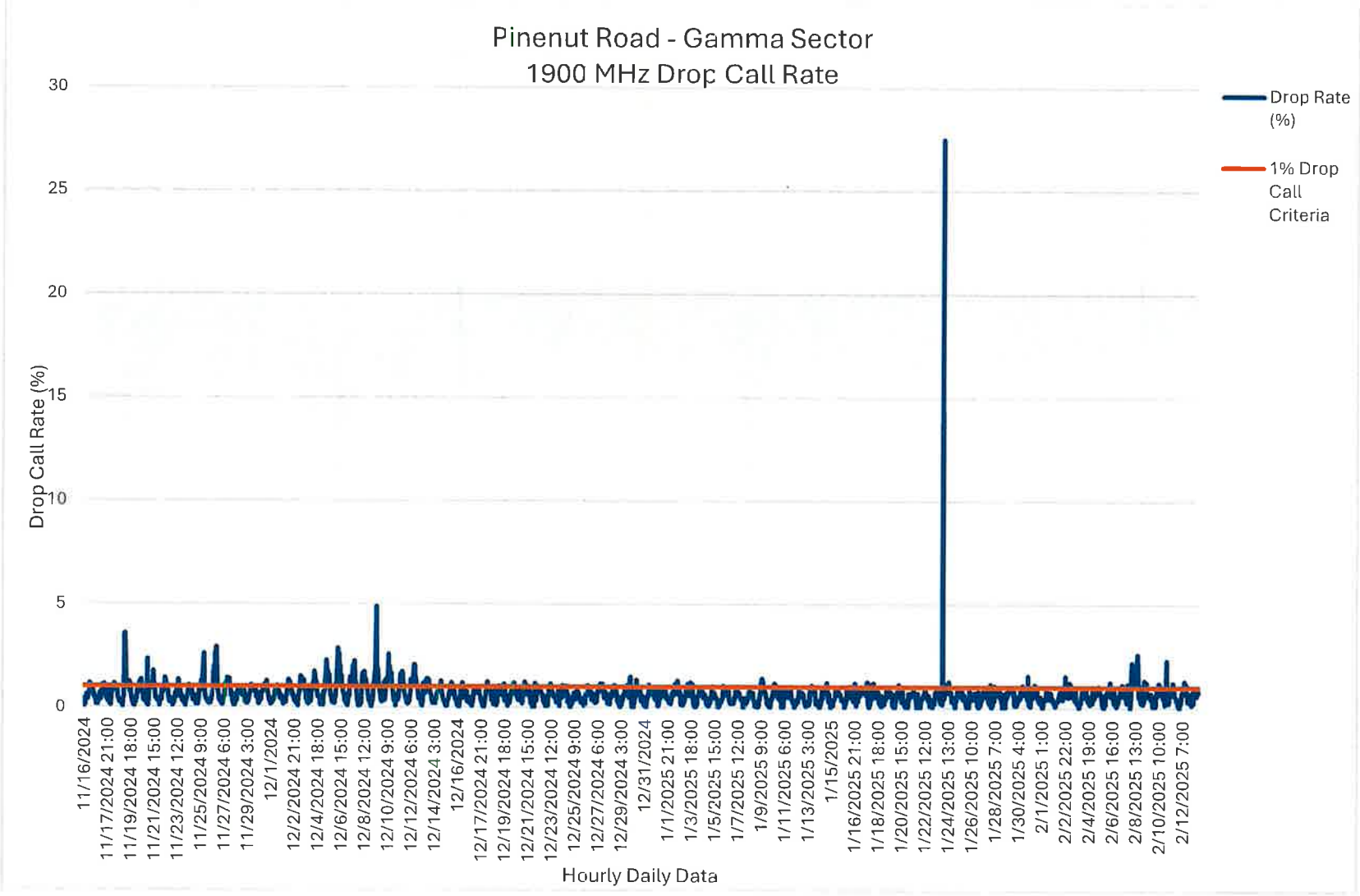
Indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.



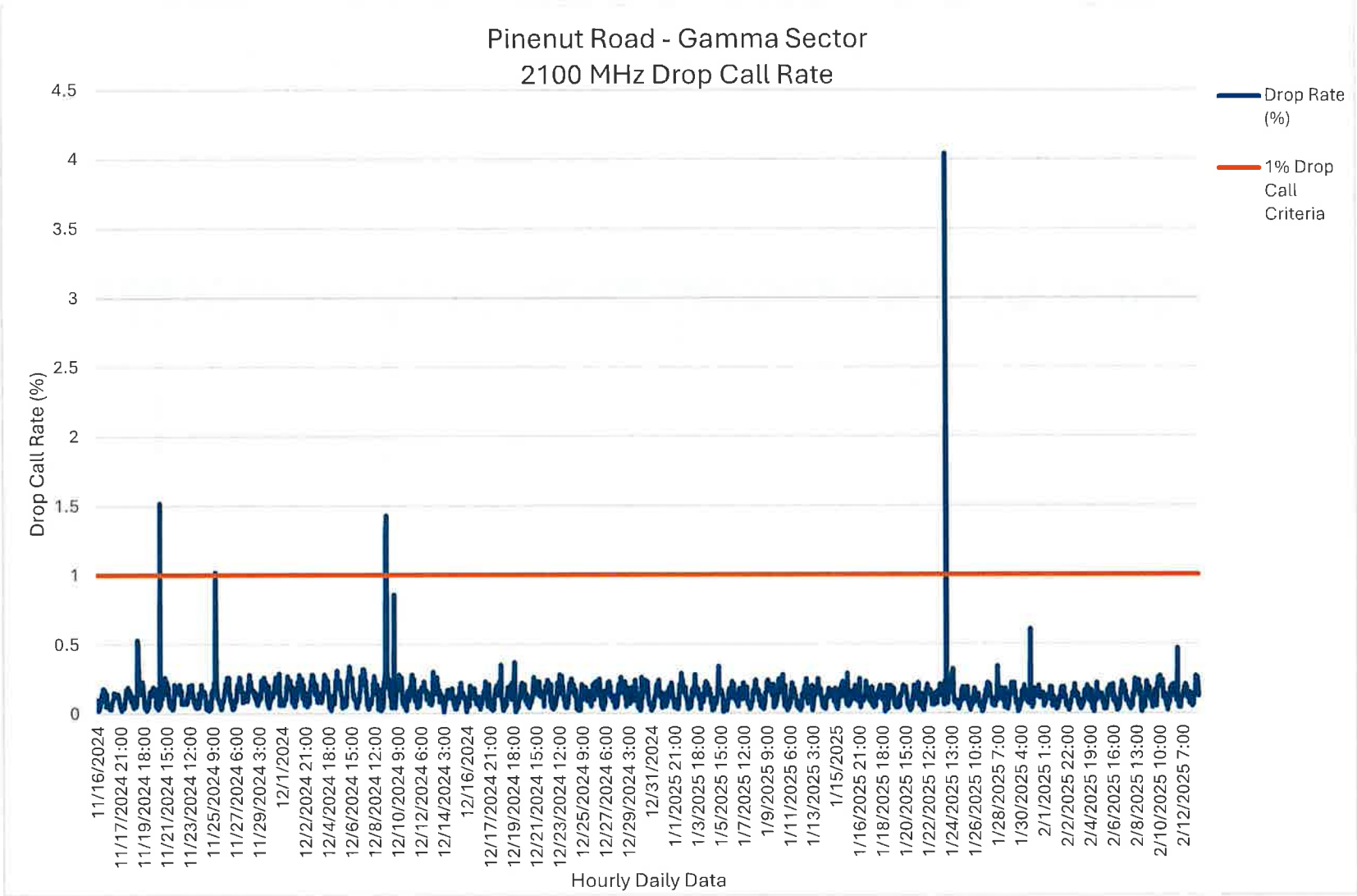
Indicates that the drop rate exceeded 1% for nearly the entire 90 day time period. This demonstrates that the 850 MHz band, similar to the 700 MHz band is experiencing an excessive amount of drop calls.



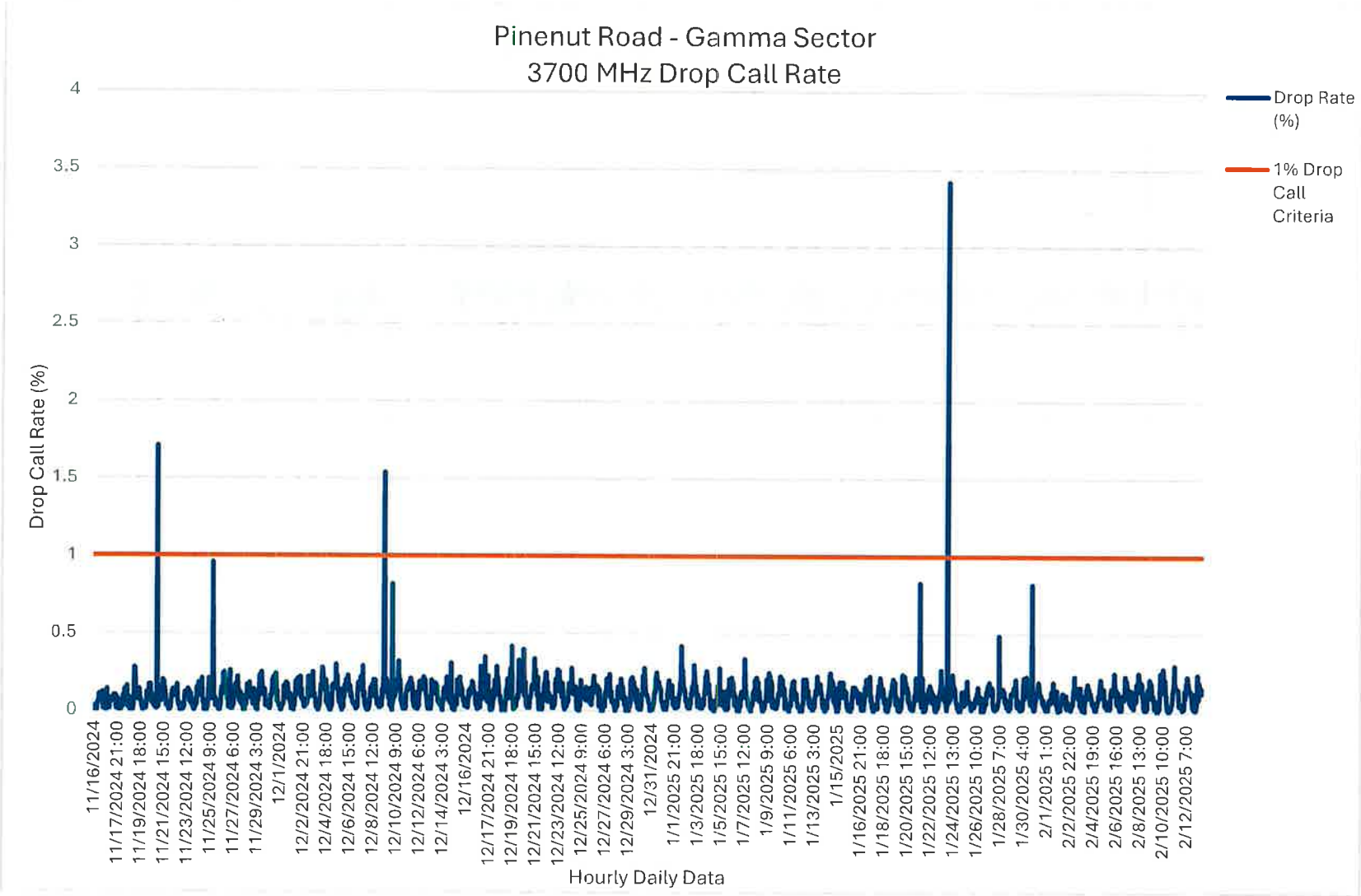
Indicates that the drop rate exceeded 1% for approximately 31% of the 90 day time period.



Indicates that the drop rate exceeded 1% for 50% of the 90 day time period. This demonstrates that while 700 MHz provides the greatest range of coverage the system is experiencing an excessive amount of drop calls.



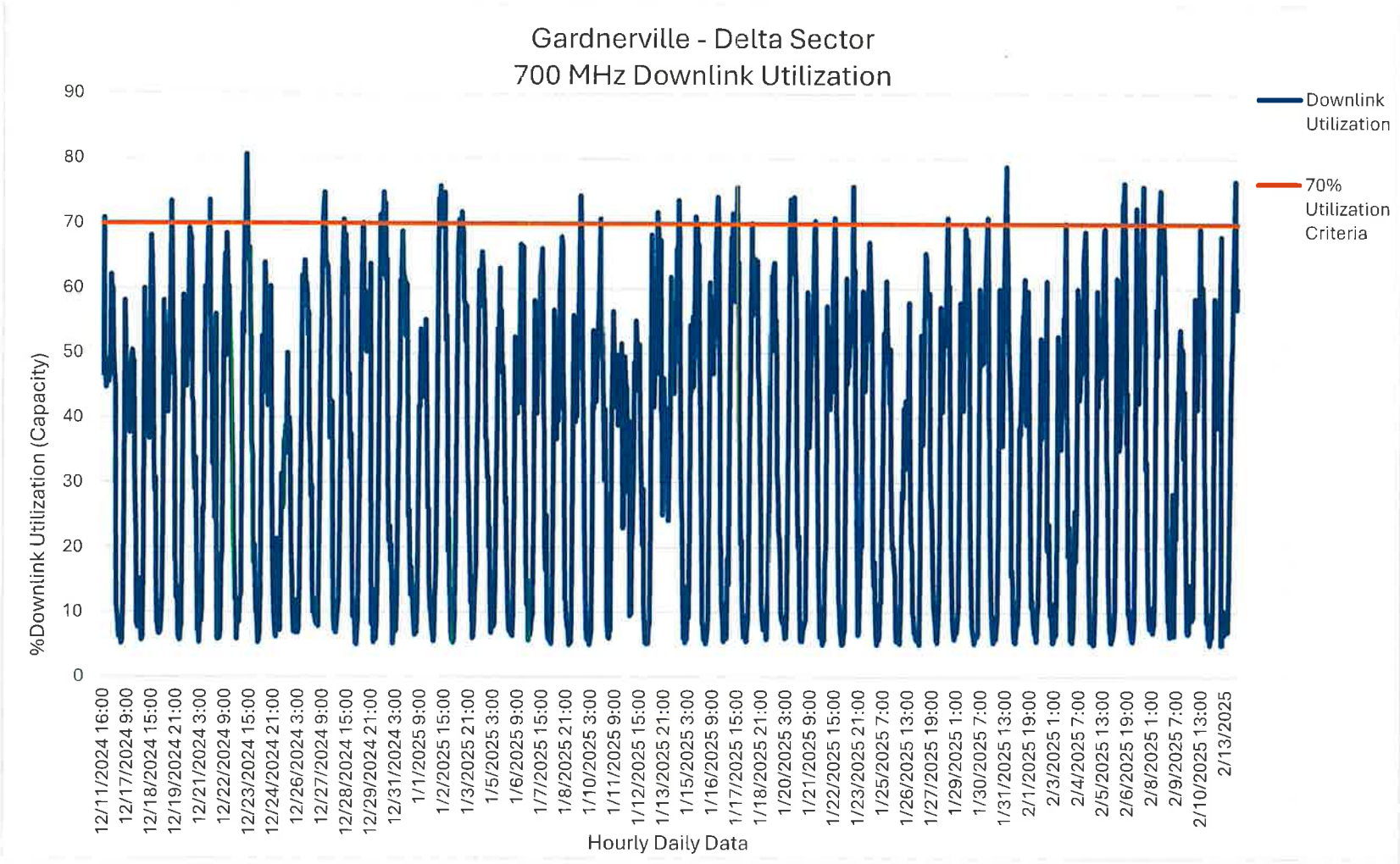
Indicates that the drop rate exceeded 1% for approximately 4% of the 90 day time period.



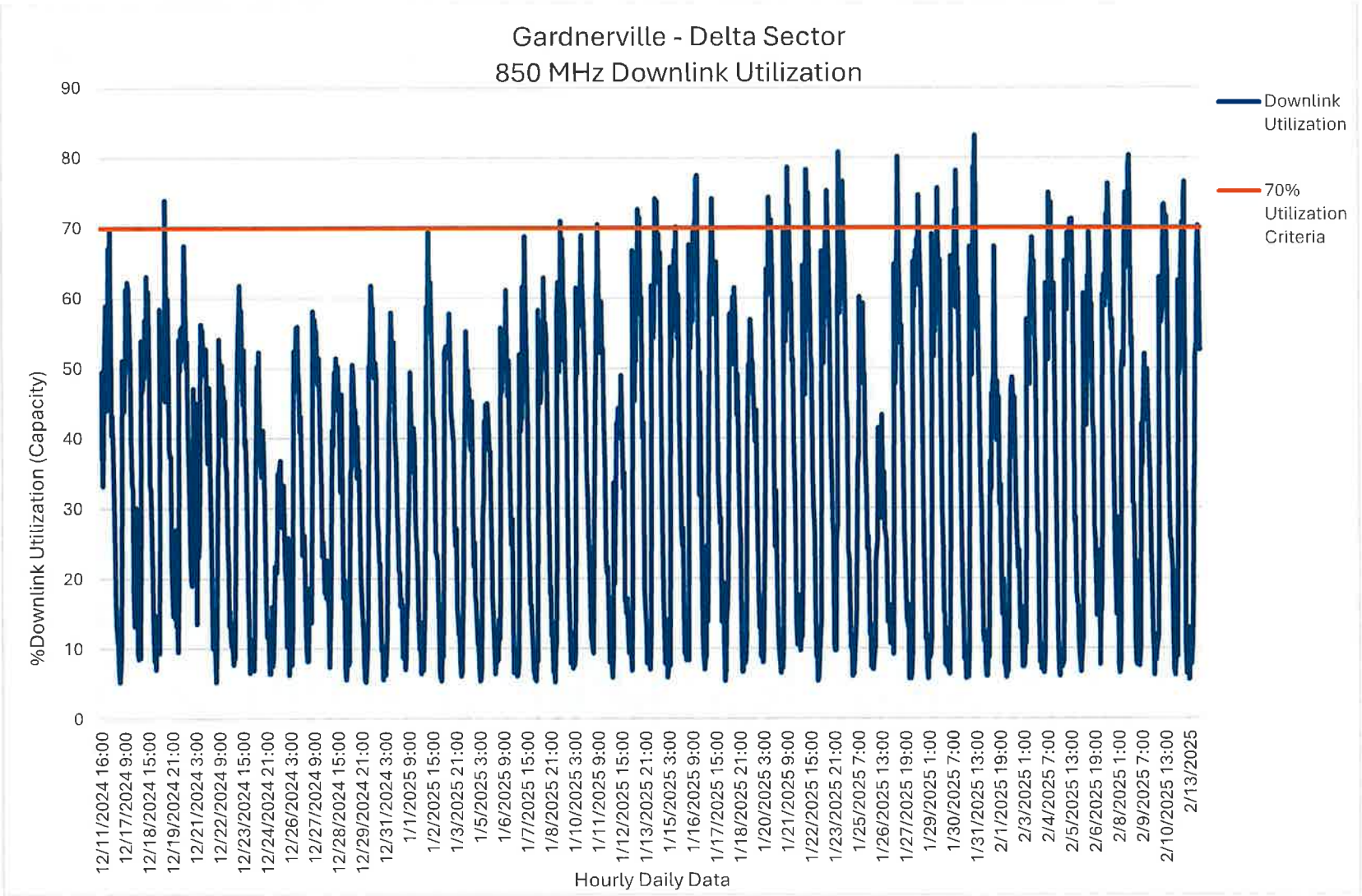
Indicates that the drop rate exceeded 1% for approximately 3% of the 90 day time period.

Exhibit I

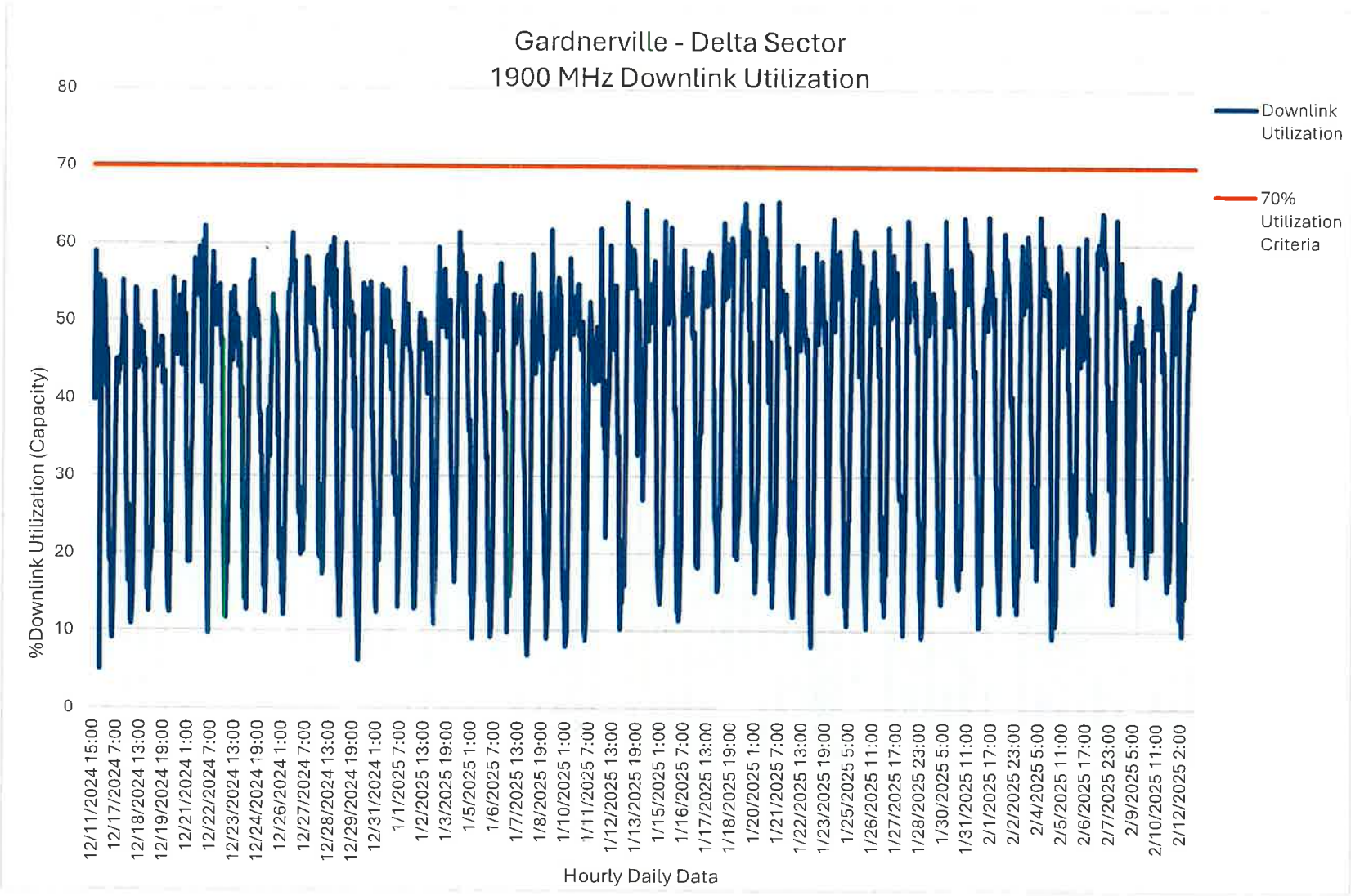
Downlink Physical Resource Block Utilization (Capacity) Analysis



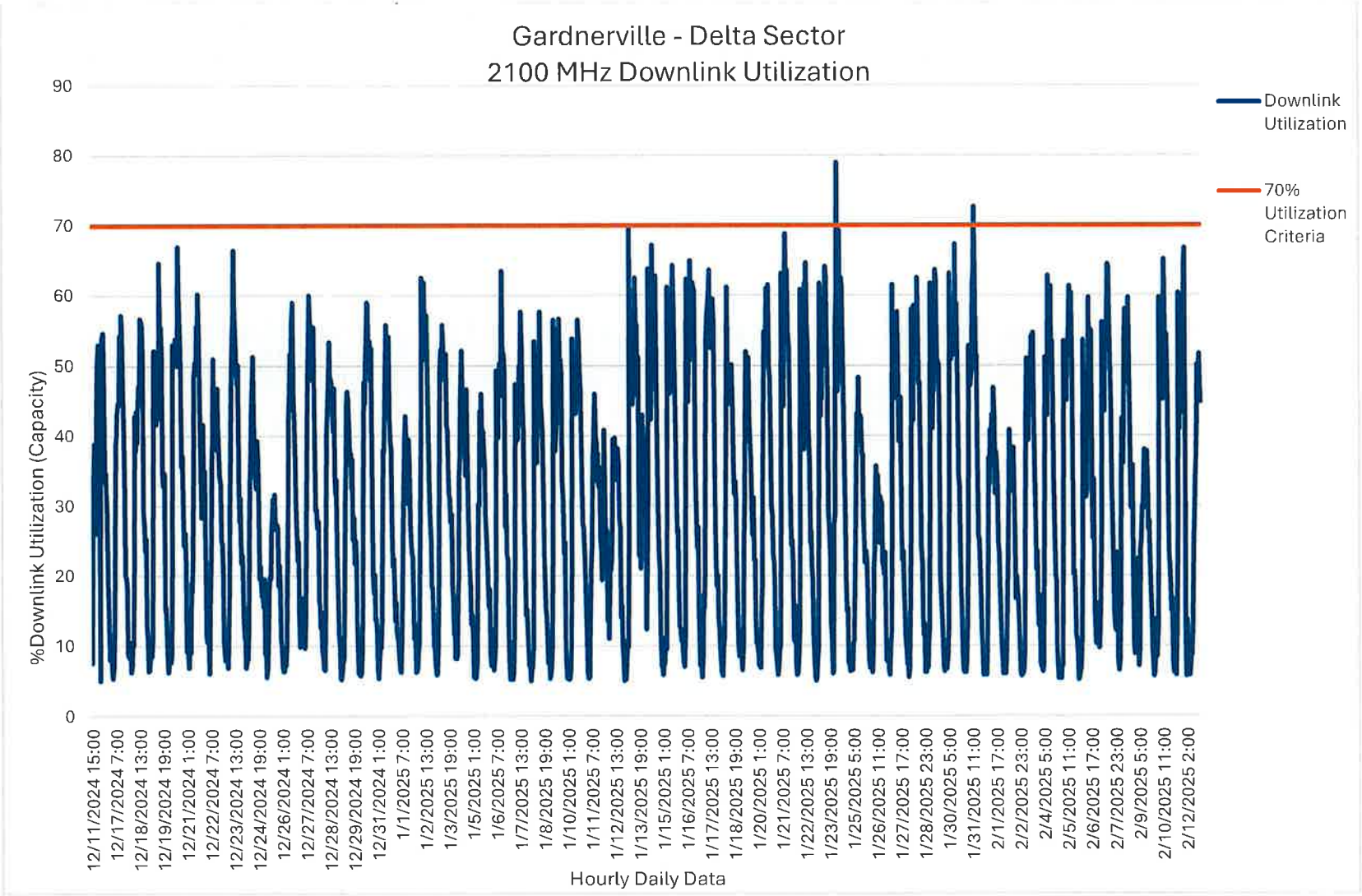
Utilization above design level threshold approximately 30% of the 90 day time period and currently experiencing capacity issues. There is a significant amount of drop calls most likely due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



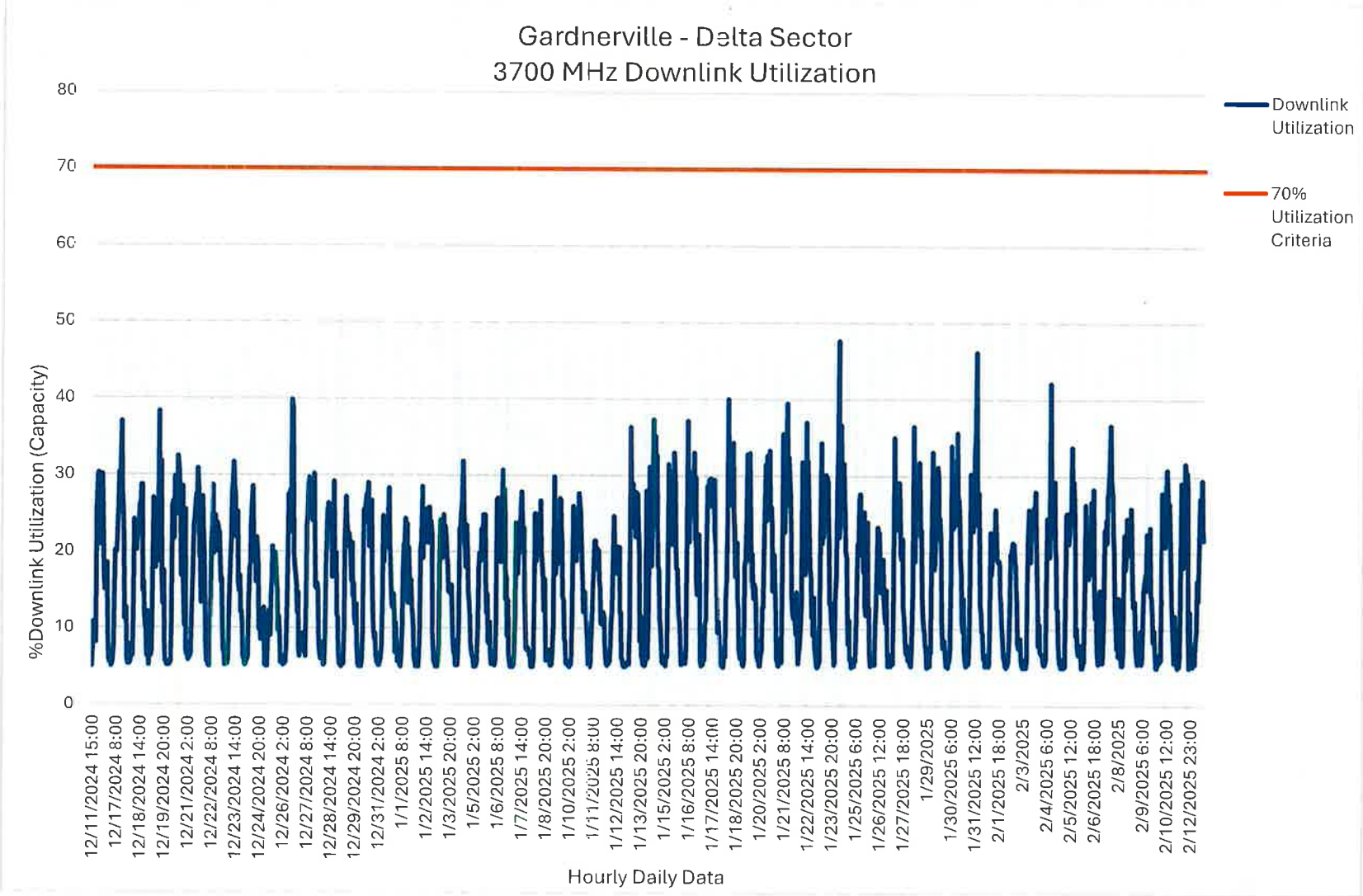
Utilization above design level threshold approximately 30% of the 90 day time period and currently experiencing capacity issues. There is a significant amount of drop calls most likely due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



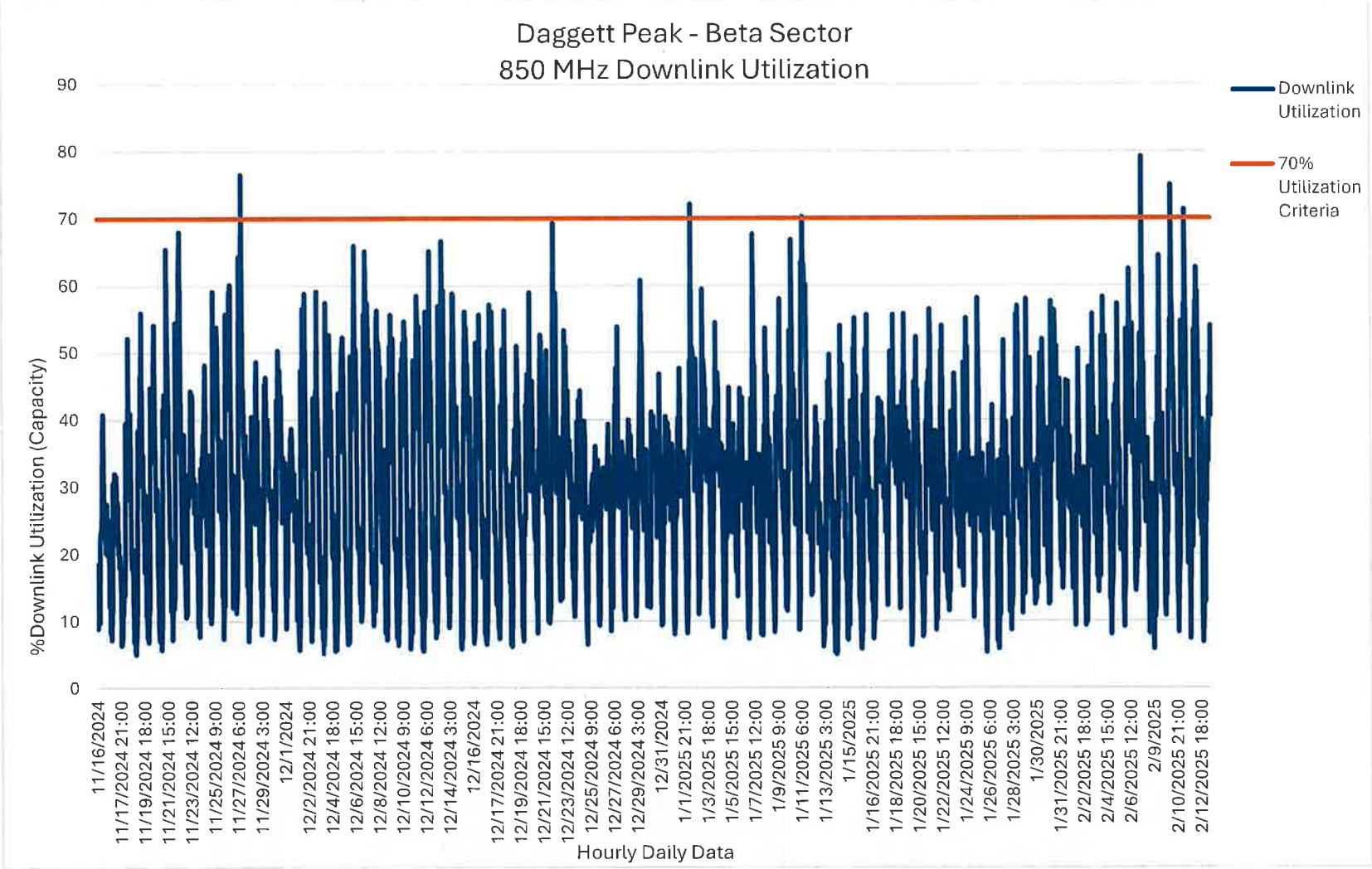
Utilization meets the design criteria, however an excessive amount of drop calls are occurring due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



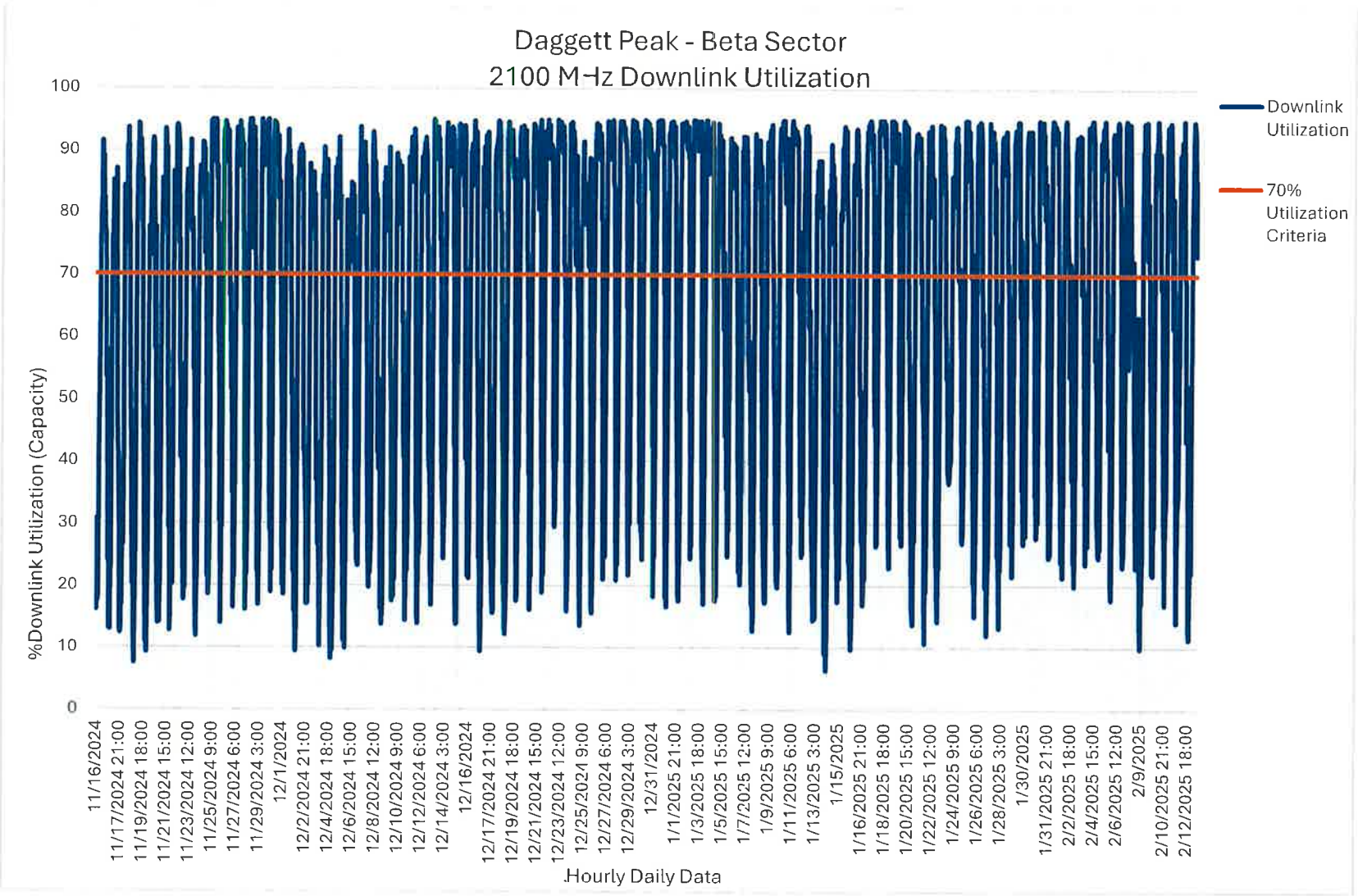
Utilization meets the design criteria, however an excessive amount of drop calls are occurring due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



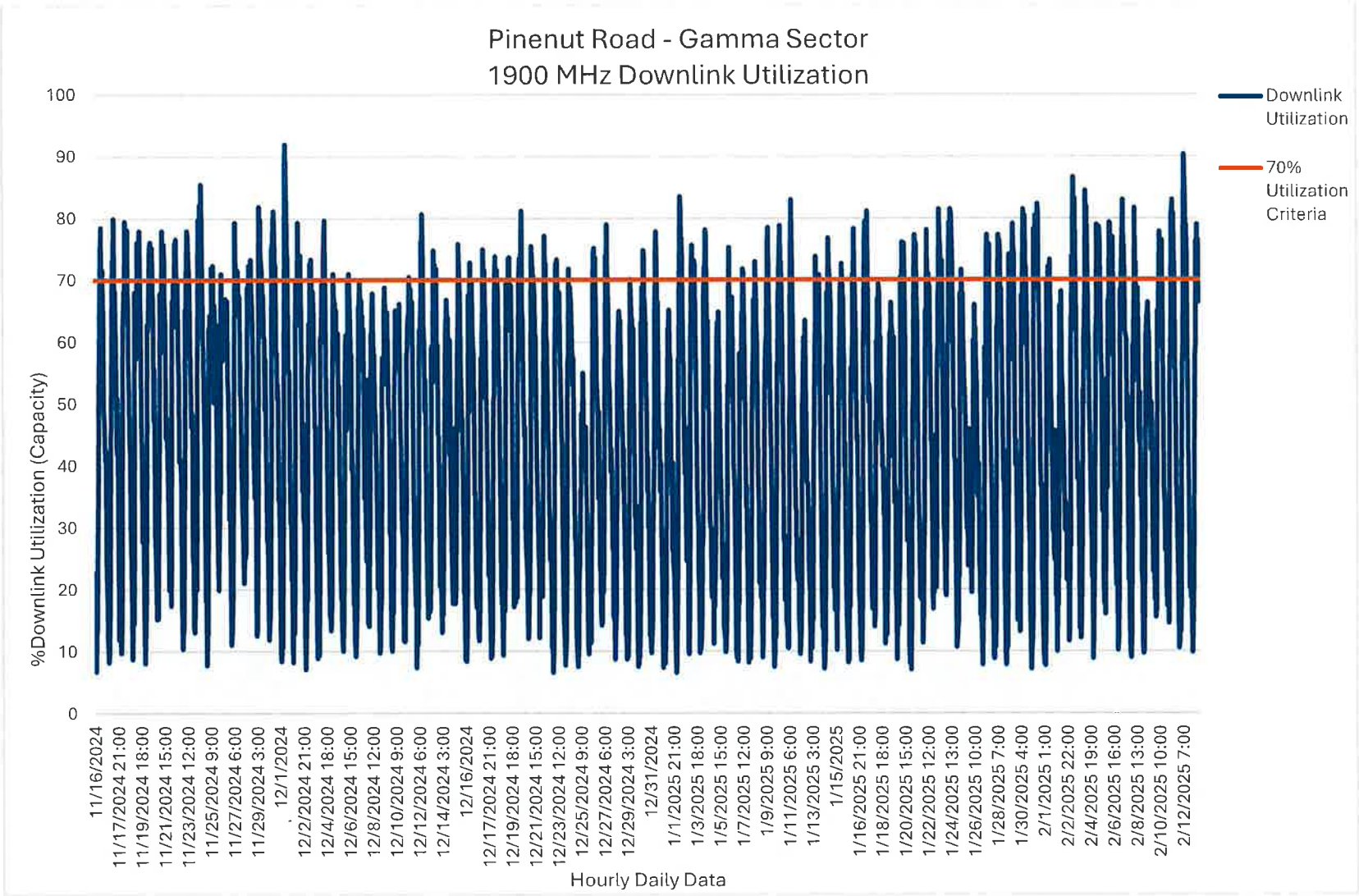
Utilization meets the design criteria, however an excessive amount of drop calls are occurring due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



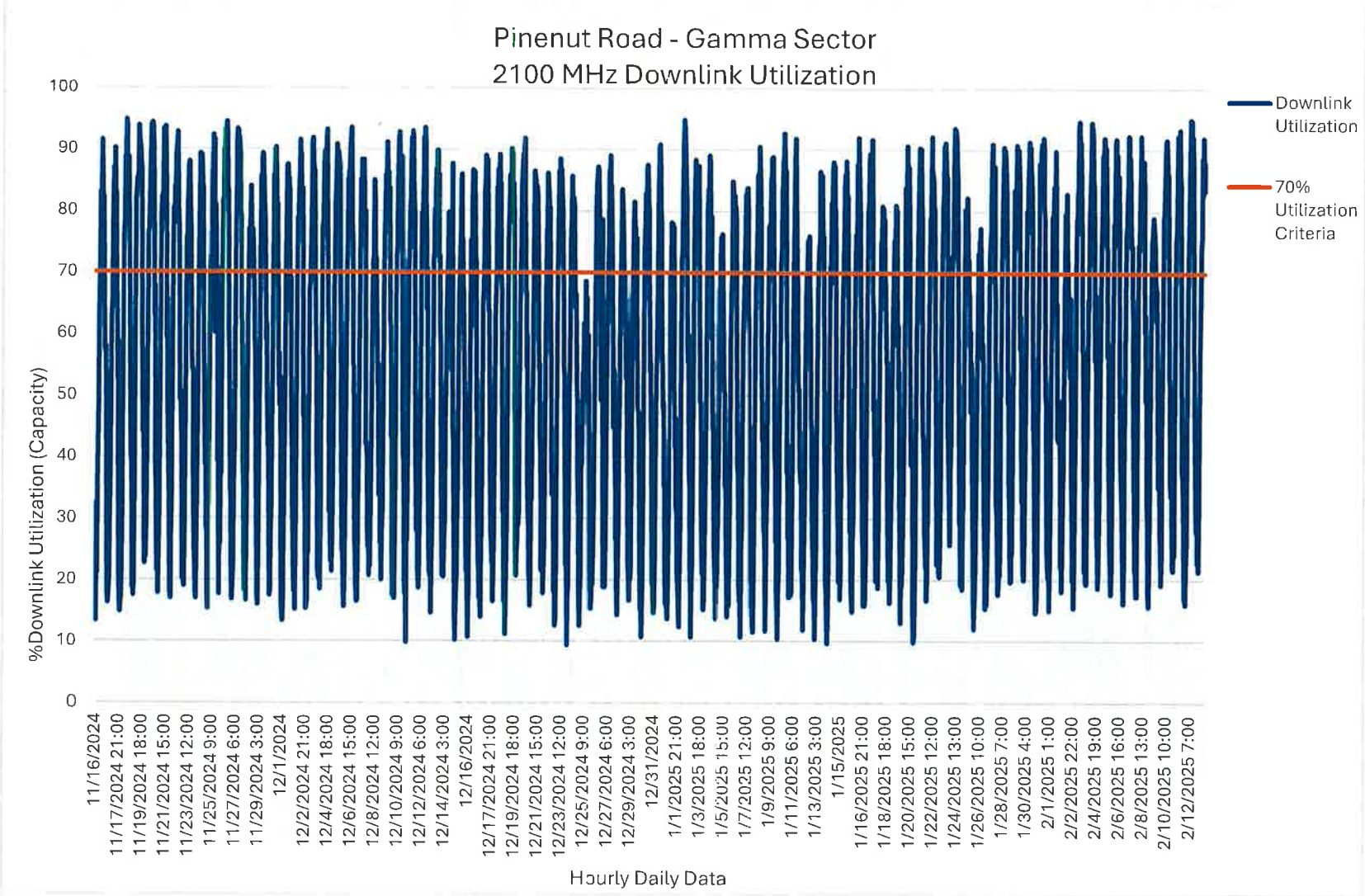
Utilization above design level threshold approximately 7% of the 90 day time period but meets the design standard the majority of the period. There is a significant amount of drop calls most likely due to insufficient reference signal receive power (RSRP) as illustrated on the drive test map.



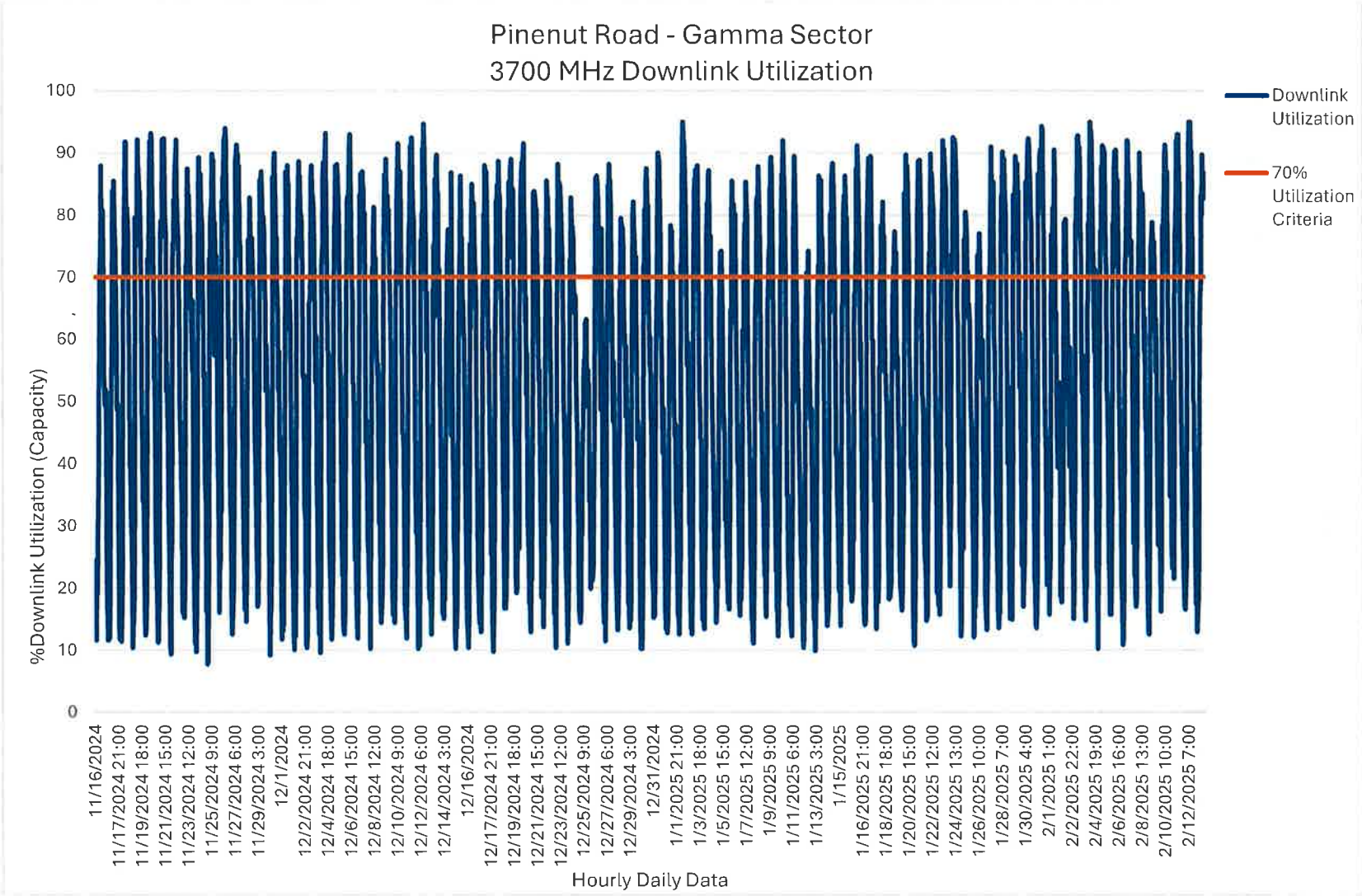
Utilization exceeded the 70% design level threshold for nearly the entire 90 day time period, and currently experiencing capacity issues. A significant number of drop call are also occurring due to lack of capacity.



Utilization exceeded the 70% design level threshold for nearly 80% of the entire 90 day time period, and currently experiencing capacity issues. A significant number of drop calls are also occurring due to lack of capacity.



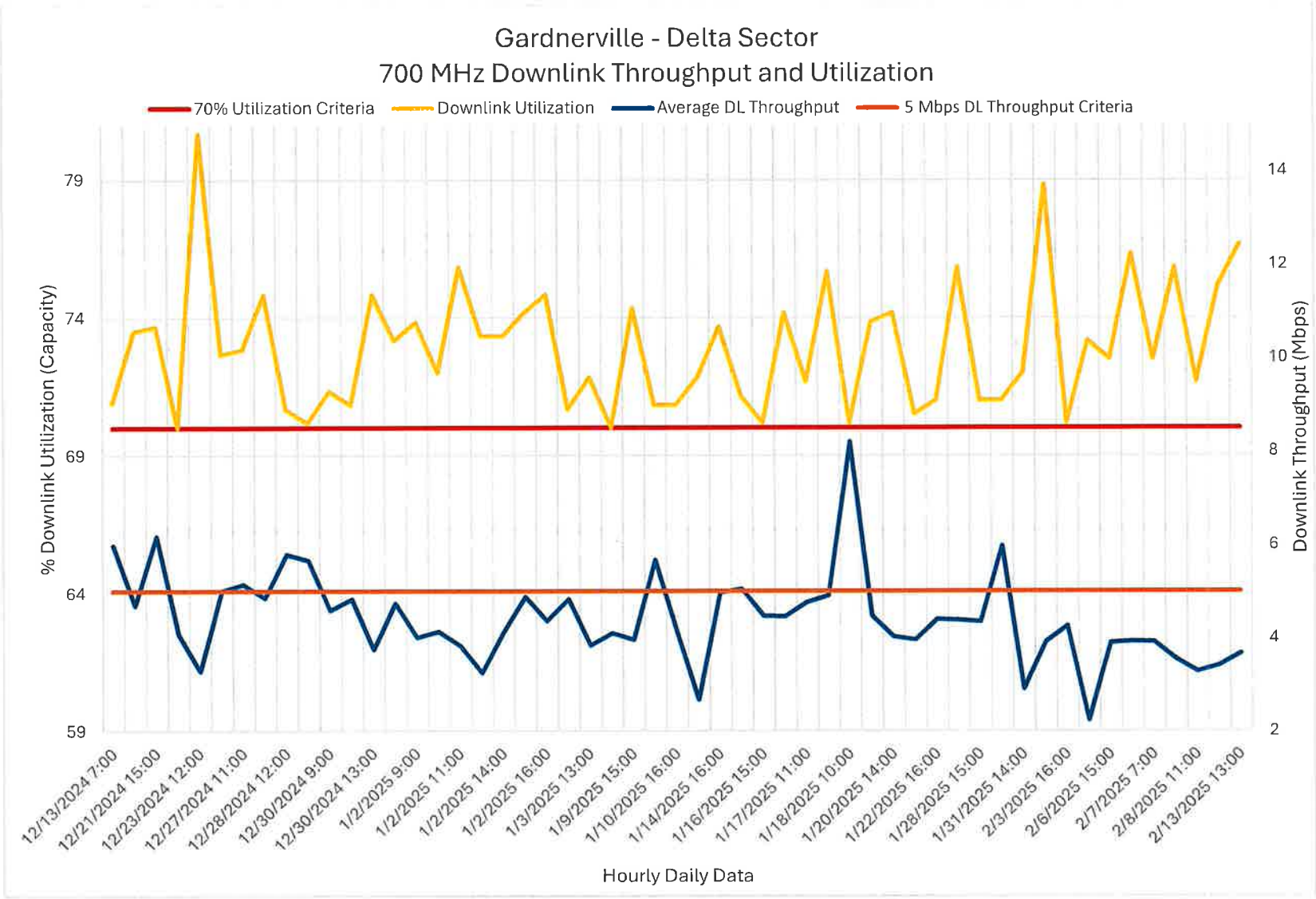
Utilization exceeded the 70% design level threshold for almost the entire 90 day time period, and currently experiencing capacity issues, contributing to the current excessive drop call rate.

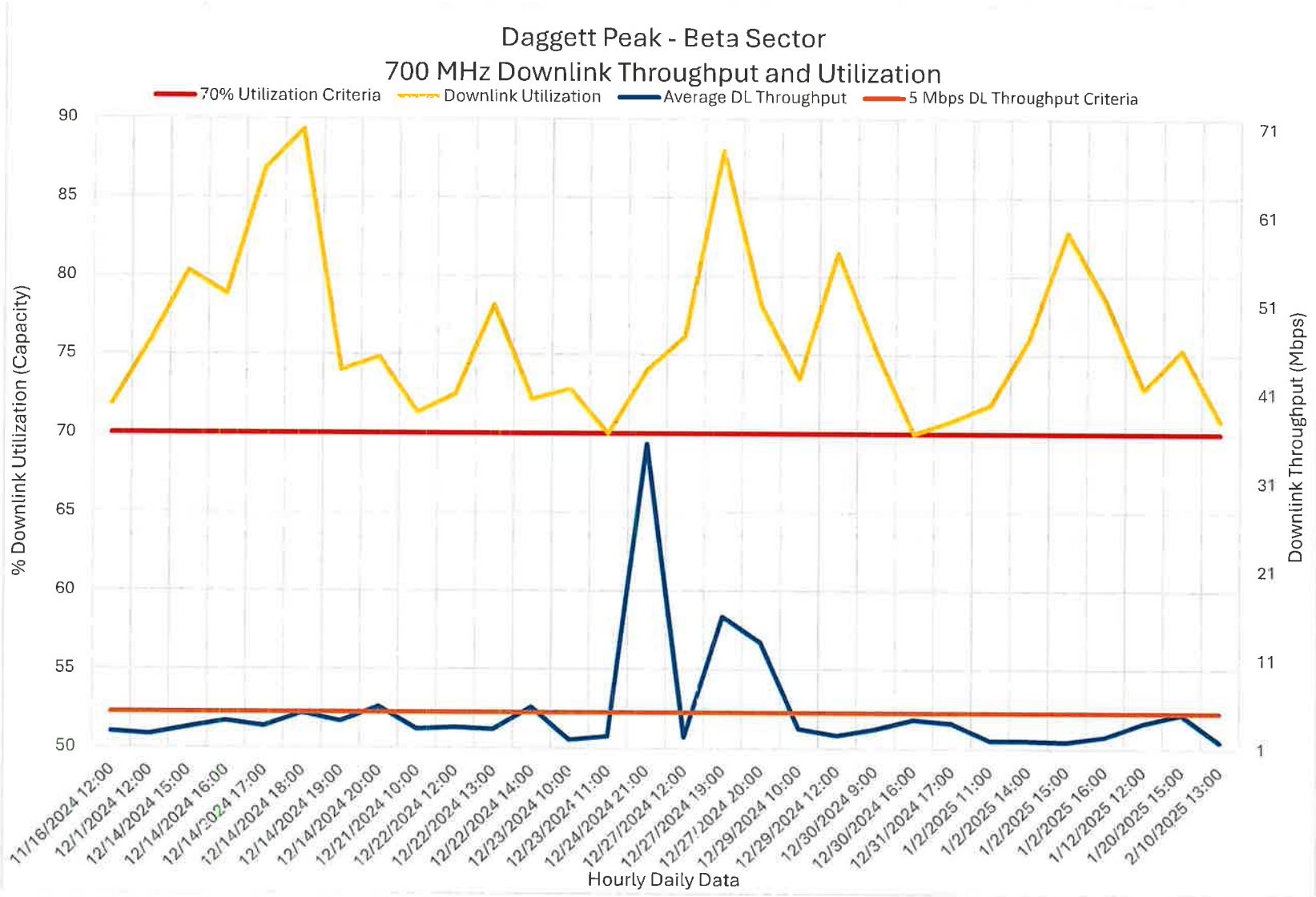


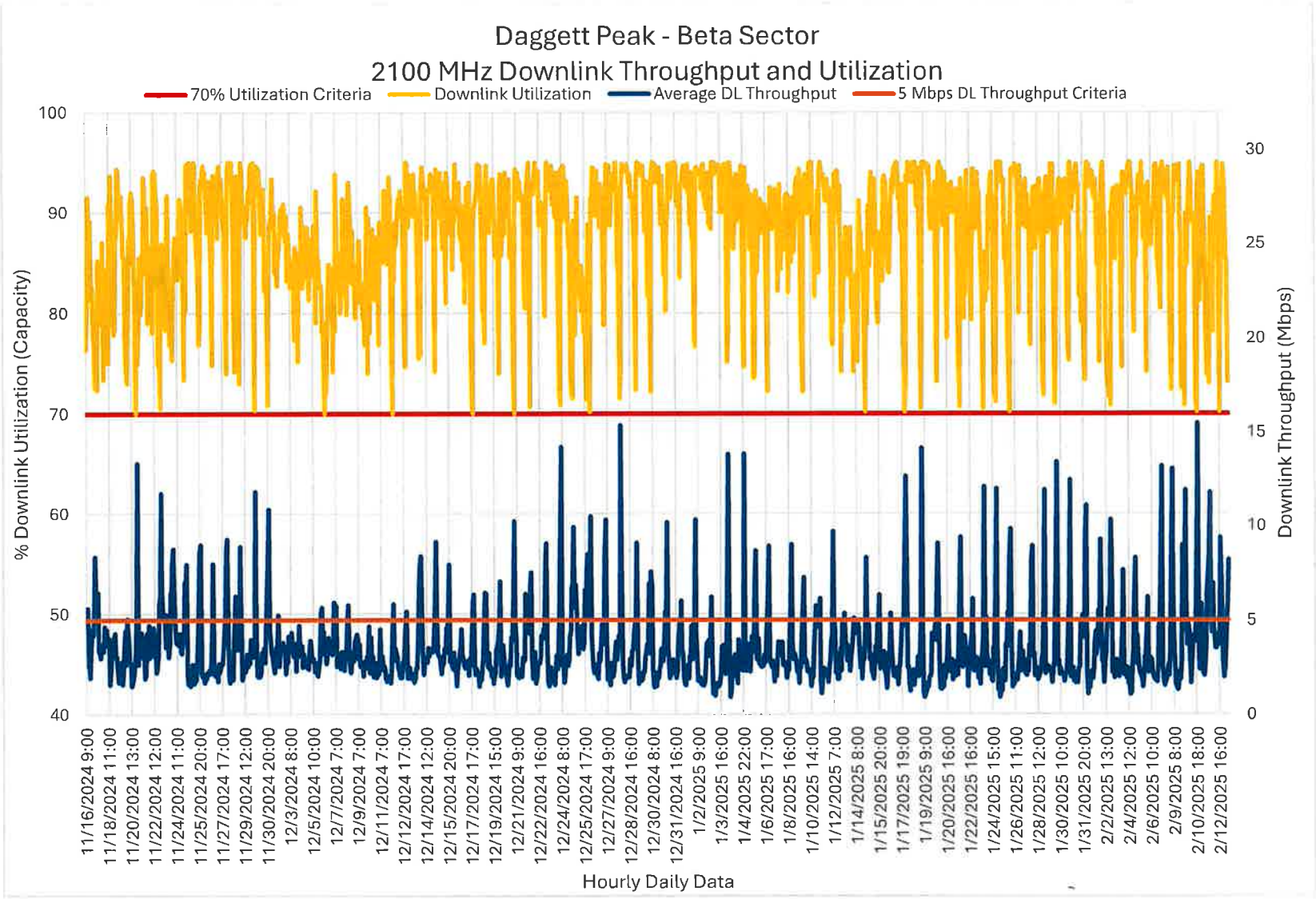
Utilization exceeded the 70% design level threshold for almost the entire 90 day time period, and currently experiencing capacity issues, contributing to the current excessive drop call rate.

Exhibit I1

Downlink Physical Resource Block Utilization (Capacity) and Throughput Analysis


Gardnerville - Delta Sector
700 MHz Downlink Throughput and Utilization
70% Utilization Criteria
Downlink Utilization
Average DL Throughput
5 Mbps DL Throughput Criteria
% Downlink Utilization (Capacity)
Downlink Throughput (Mbps)
79
74
69
64
59
14
12
10
8
6
4
2
12/13/2024 7:00
12/21/2024 15:00
12/23/2024 12:00
12/27/2024 11:00
12/28/2024 12:00
12/30/2024 9:00
12/30/2024 13:00
1/2/2025 9:00
1/2/2025 11:00
1/2/2025 14:00
1/2/2025 16:00
1/3/2025 13:00
1/9/2025 15:00
1/10/2025 16:00
1/14/2025 16:00
1/16/2025 15:00
1/17/2025 11:00
1/18/2025 10:00
1/20/2025 14:00
1/22/2025 16:00
1/28/2025 15:00
1/31/2025 14:00
2/3/2025 16:00
2/6/2025 15:00
2/7/2025 7:00
2/8/2025 11:00
2/13/2025 13:00
Hourly Daily Data


Daggett Peak - Beta Sector
700 MHz Downlink Throughput and Utilization
70% Utilization Criteria
Downlink Utilization
Average DL Throughput
5 Mbps DL Throughput Criteria
% Downlink Utilization (Capacity)
Downlink Throughput (Mbps)
90
85
80
75
70
65
60
55
50
71
61
51
41
31
21
11
1
11/16/2024 12:00
12/1/2024 12:00
12/14/2024 15:00
12/14/2024 16:00
12/14/2024 17:00
12/14/2024 18:00
12/14/2024 19:00
12/14/2024 20:00
12/21/2024 10:00
12/22/2024 12:00
12/22/2024 13:00
12/22/2024 14:00
12/23/2024 10:00
12/23/2024 11:00
12/24/2024 21:00
12/27/2024 12:00
12/27/2024 19:00
12/27/2024 20:00
12/29/2024 10:00
12/29/2024 12:00
12/30/2024 9:00
12/30/2024 16:00
12/31/2024 17:00
1/2/2025 11:00
1/2/2025 14:00
1/2/2025 15:00
1/2/2025 16:00
1/12/2025 12:00
1/20/2025 15:00
2/10/2025 13:00
Hourly Daily Data


Daggett Peak - Beta Sector
2100 MHz Downlink Throughput and Utilization
70% Utilization Criteria
Downlink Utilization
Average DL Throughput
5 Mbps DL Throughput Criteria
% Downlink Utilization (Capacity)
Downlink Throughput (Mbps)
Hourly Daily Data

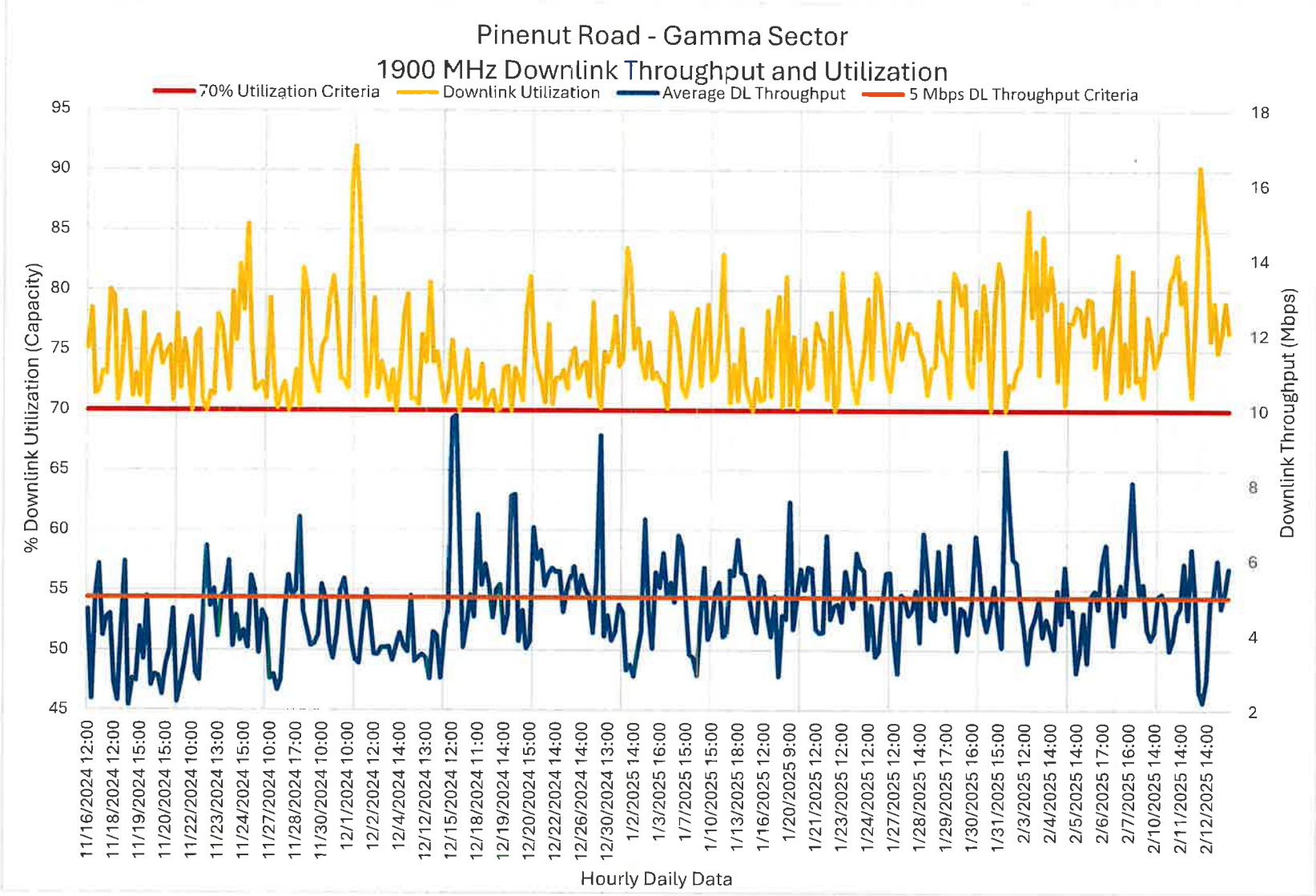

Pinenut Road - Gamma Sector
1900 MHz Downlink Throughput and Utilization
70% Utilization Criteria
Downlink Utilization
Average DL Throughput
5 Mbps DL Throughput Criteria
% Downlink Utilization (Capacity)
Downlink Throughput (Mbps)
95
90
85
80
75
70
65
60
55
50
45
18
16
14
12
10
8
6
4
2
11/16/2024 12:00
11/18/2024 12:00
11/19/2024 15:00
11/20/2024 15:00
11/22/2024 10:00
11/23/2024 13:00
11/24/2024 15:00
11/27/2024 10:00
11/28/2024 17:00
11/30/2024 10:00
12/1/2024 10:00
12/2/2024 12:00
12/4/2024 14:00
12/12/2024 13:00
12/15/2024 12:00
12/18/2024 11:00
12/19/2024 14:00
12/20/2024 15:00
12/22/2024 14:00
12/26/2024 14:00
12/30/2024 13:00
1/2/2025 14:00
1/3/2025 16:00
1/7/2025 15:00
1/10/2025 15:00
1/13/2025 18:00
1/16/2025 12:00
1/20/2025 9:00
1/21/2025 12:00
1/23/2025 12:00
1/24/2025 12:00
1/27/2025 12:00
1/28/2025 14:00
1/29/2025 17:00
1/30/2025 16:00
1/31/2025 15:00
2/3/2025 12:00
2/4/2025 14:00
2/5/2025 14:00
2/6/2025 17:00
2/7/2025 16:00
2/10/2025 14:00
2/11/2025 14:00
2/12/2025 14:00
Hourly Daily Data

Exhibit J

Verizon's Existing Coverage with Proposed Site at 76' AGL

VERIZON WIRELESS
2100 MHz MID BAND - COVERAGE FROM SUBJECT SITE AT 76 FEET

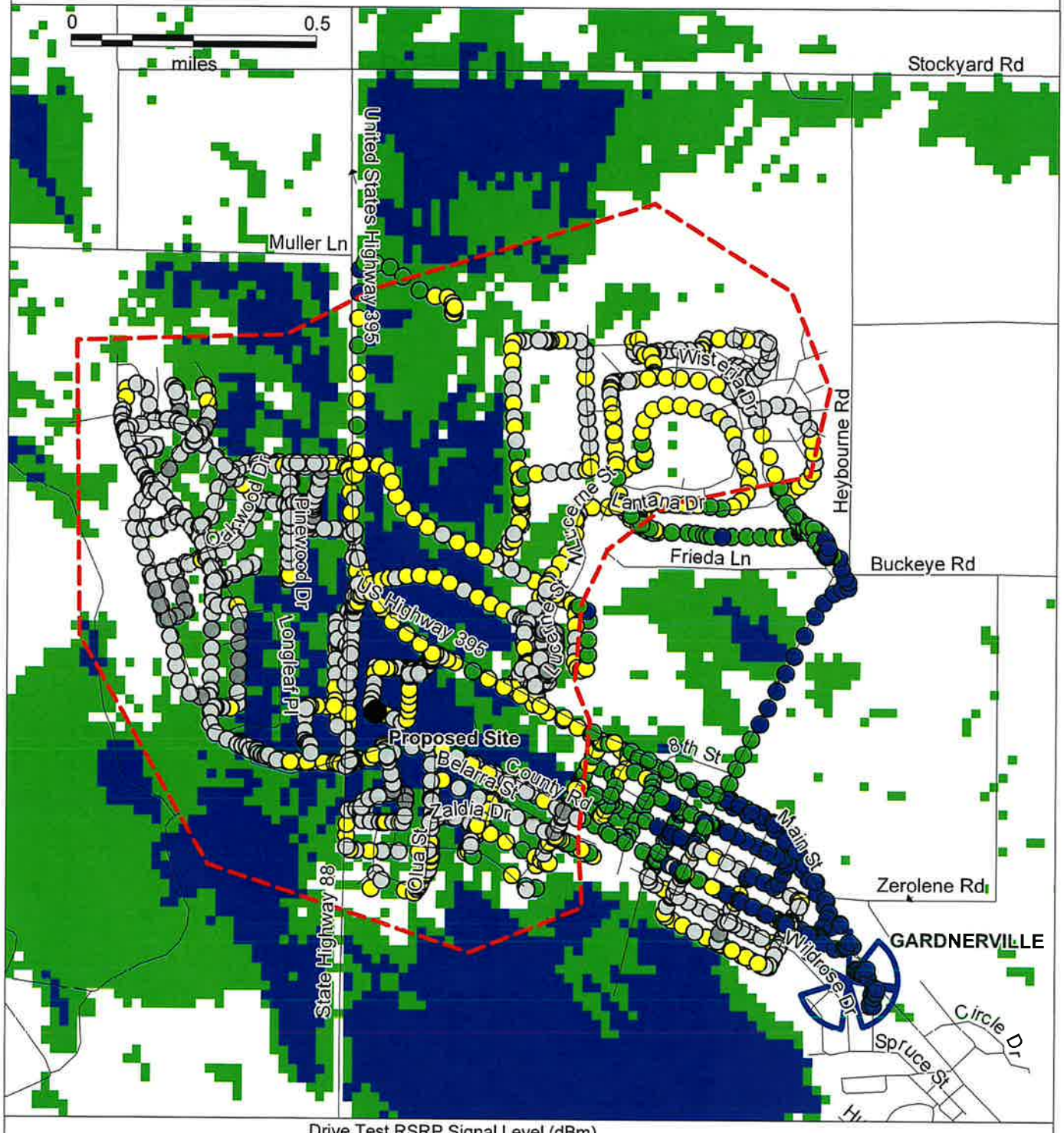


Exhibit K

Verizon's Existing Coverage with Proposed Site at 56' AGL

VERIZON WIRELESS
2100 MHz MID BAND - COVERAGE FROM SUBJECT SITE AT 56 FEET

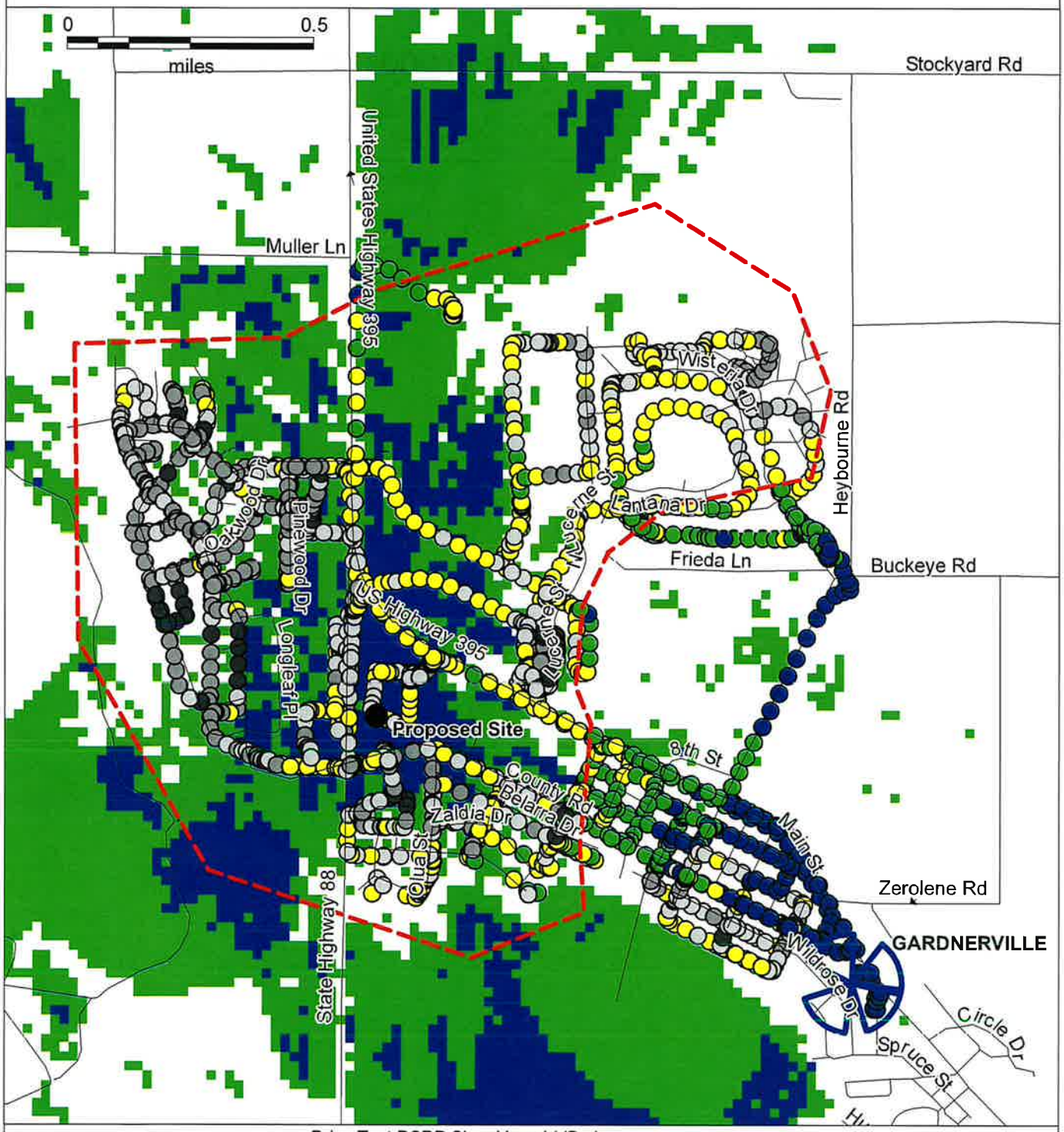


Exhibit K1

Google Earth Image of Existing Gardnerville Azimuth

VERIZON
GARDNERVILLE SITE ANTENNA AZIMUTH AND BEAMWIDTH REPRESENTATION

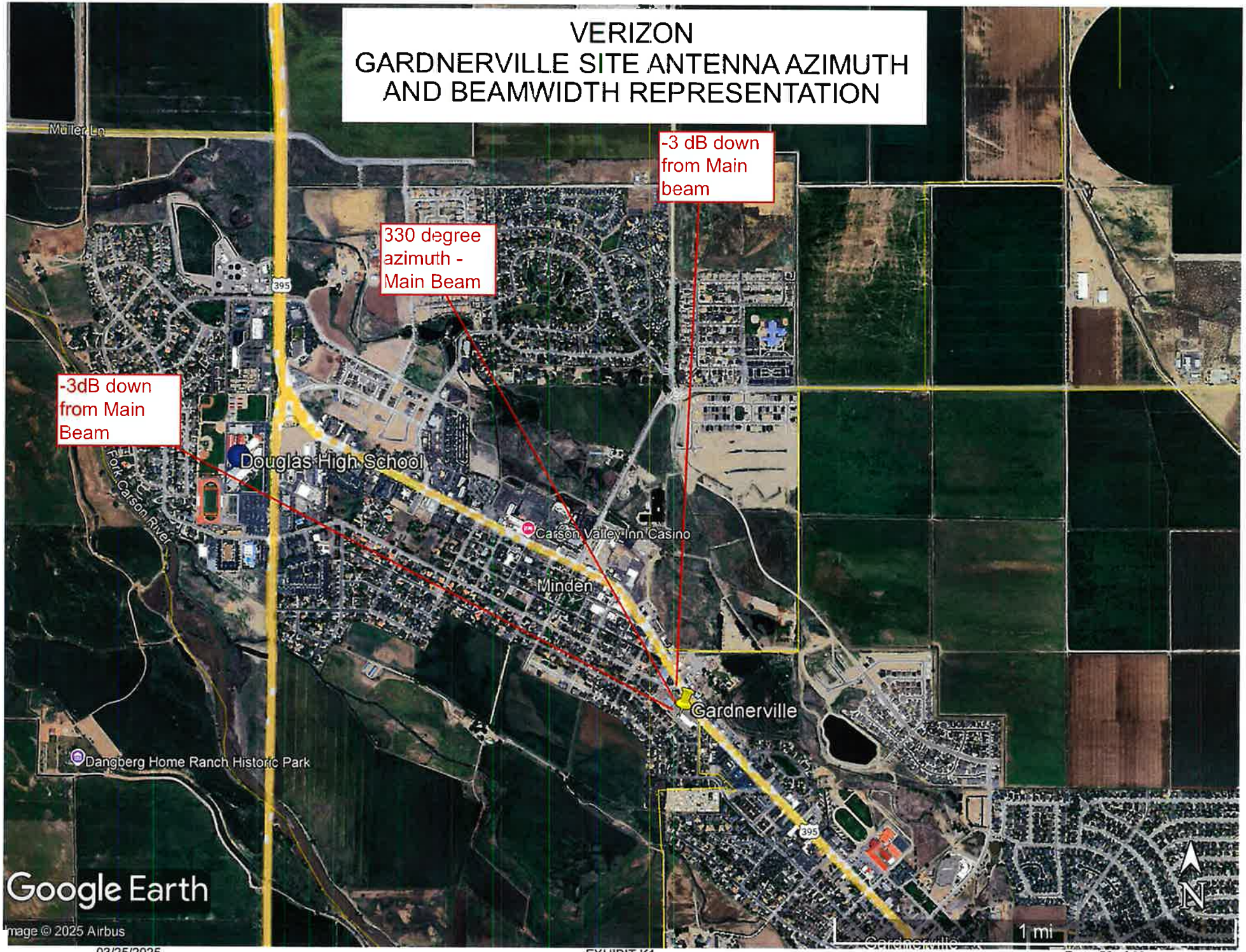
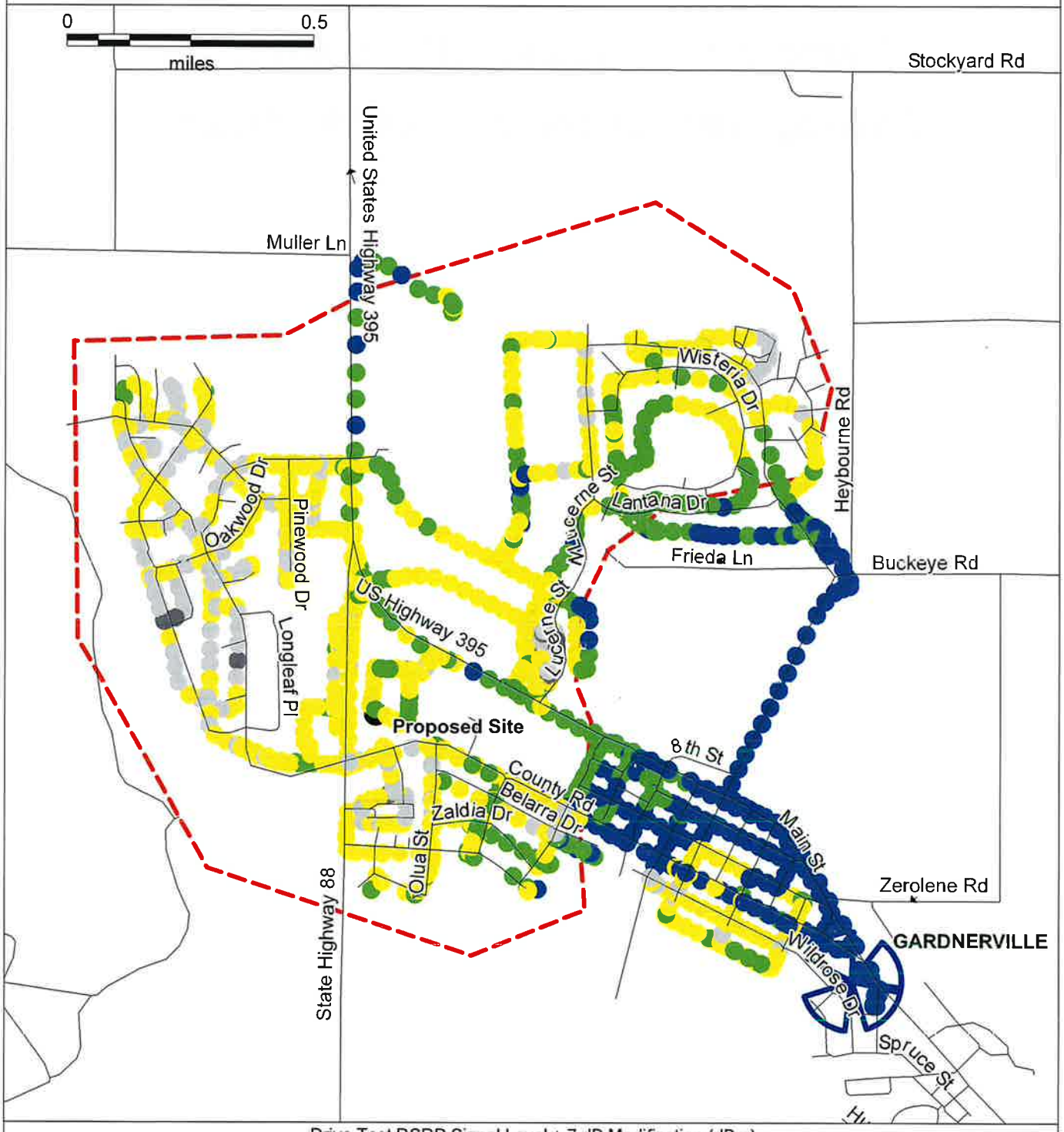


Exhibit K2

Verizon Wireless Expected 2100 MHz LTE Coverage with Gardnerville Site Modification

VERIZON WIRELESS
EXPECTED 2100 MHz LTE COVERAGE WITH GARDNERVILLE SITE MODIFIATION



Drive Test RSRP Signal Level + 7 dB Modification (dBm)

- Gardnerville Site
- Proposed Douglas HS Site
- Mid-Band Gap 1.4 Square Miles
- -85 <= X < -25 (Excellent Service)
- -95 <= X < -85 (Minimum Threshold)
- -105 <= X < -95
- -110 <= X < -105
- -115 <= X < -110
- -150 <= X < -115

N W E S

Exhibit L

Alternate Site Map

ALTERNATE SITE MAP

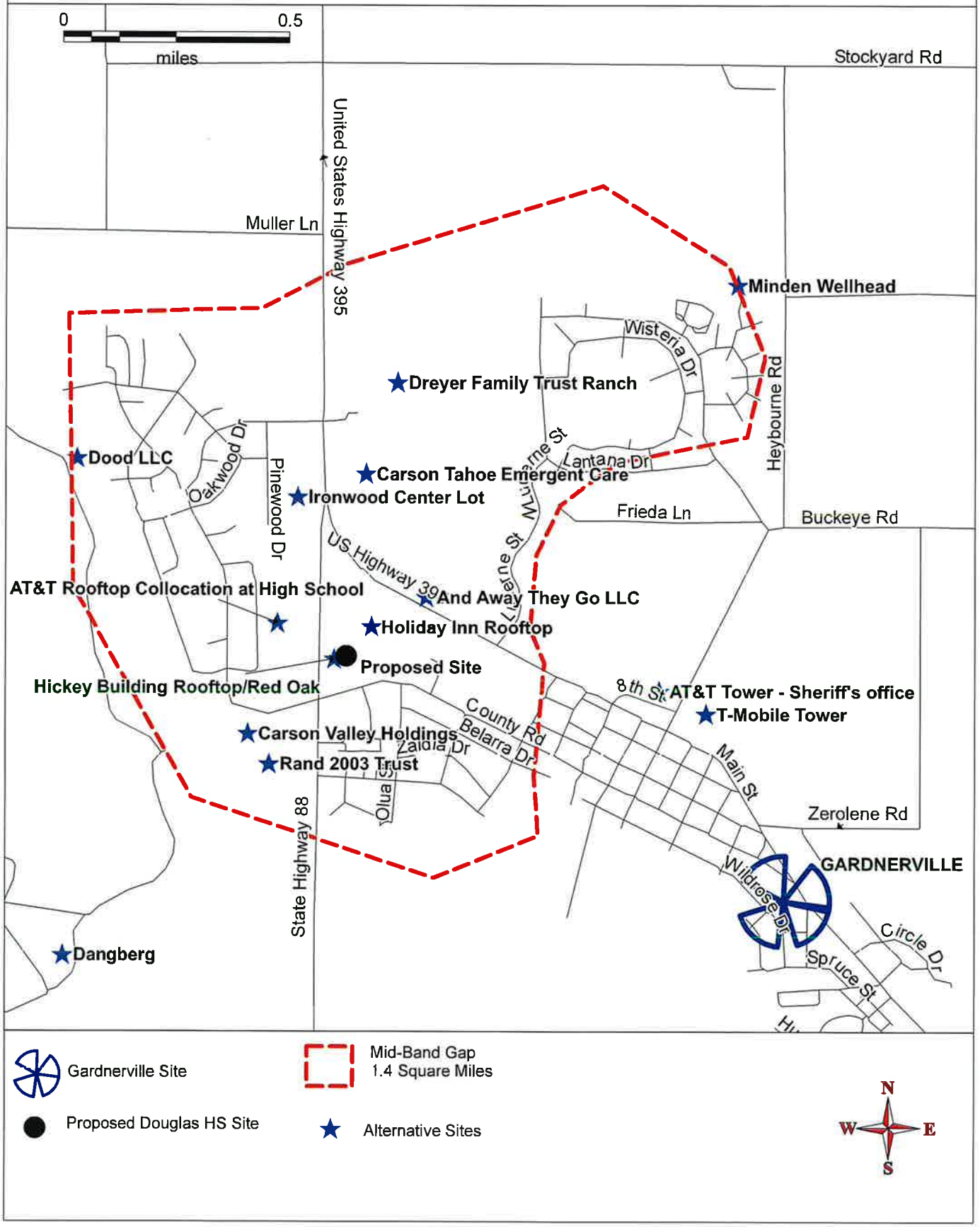


Exhibit M

ATT Mid Band Coverage from Douglas High School Site

AT&T
2100 MHz MID BAND - ON AIR DRIVE (SCAN TEST) DATA
TESTED 2/18/2025

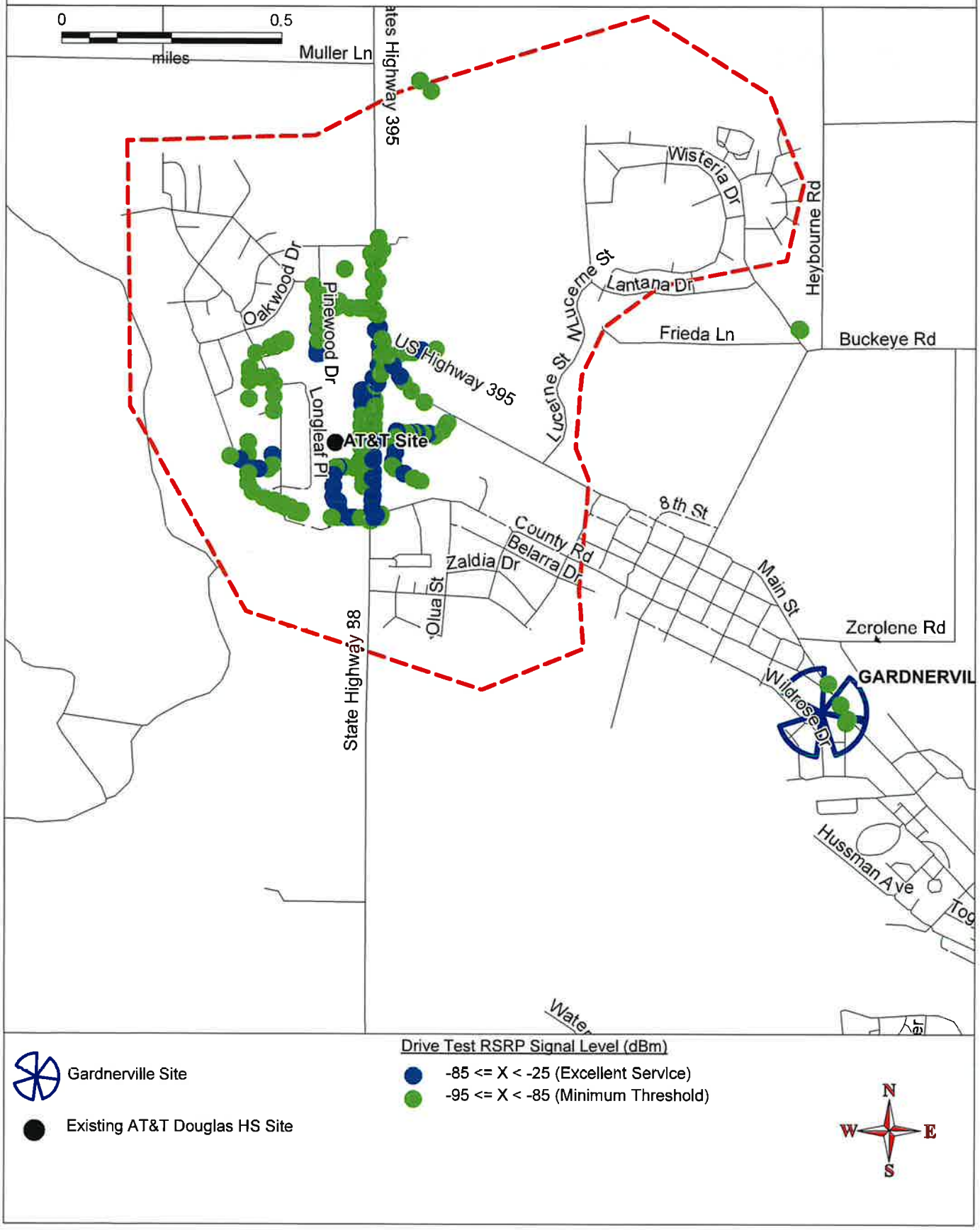


Exhibit N

Verizon's Existing Coverage with Rand 2003 Trust Site

at 96' AGL

VERIZON WIRELESS
2100 MHz MID BAND - COVERAGE FROM ALTERNATE SITE AT 96 FEET

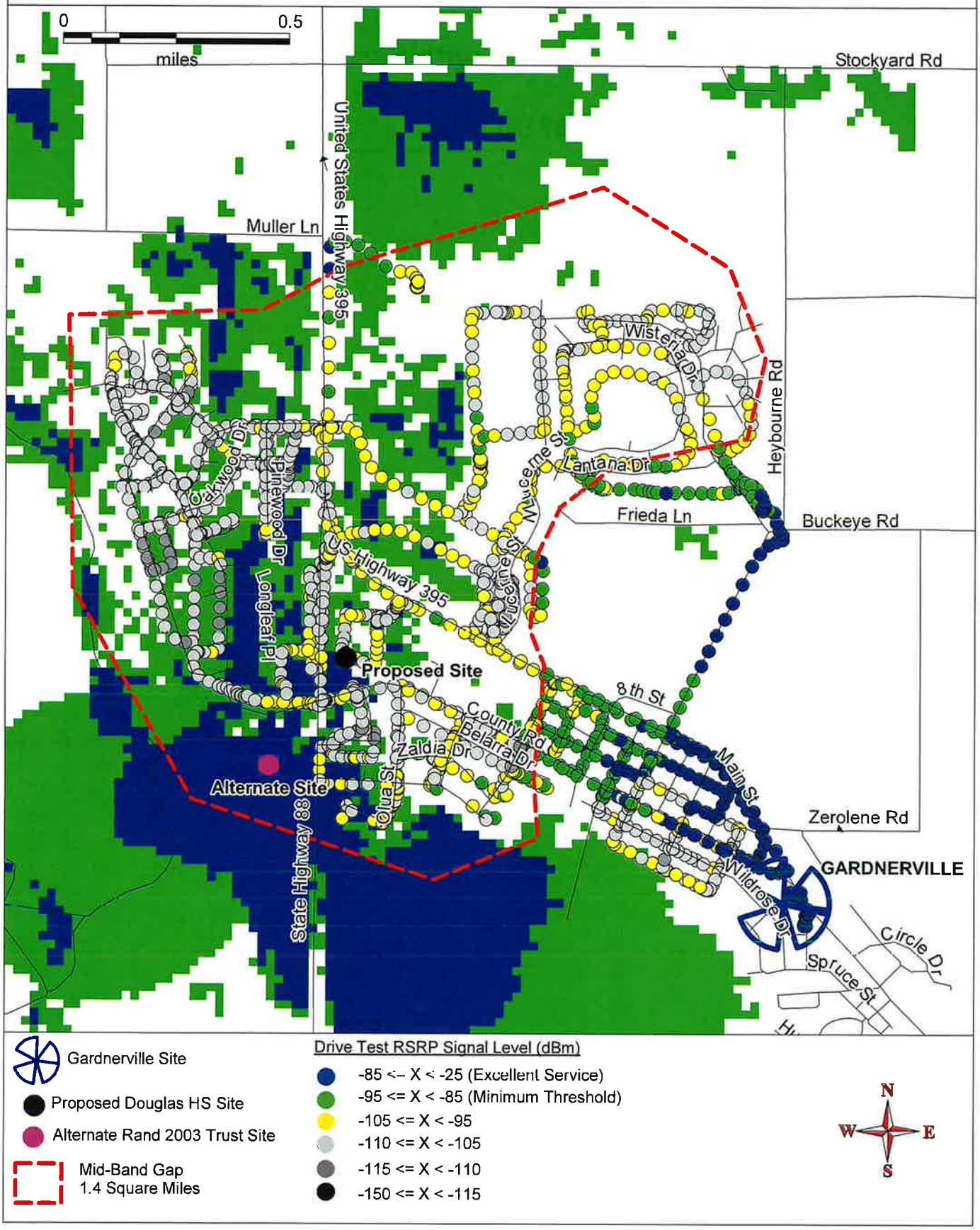
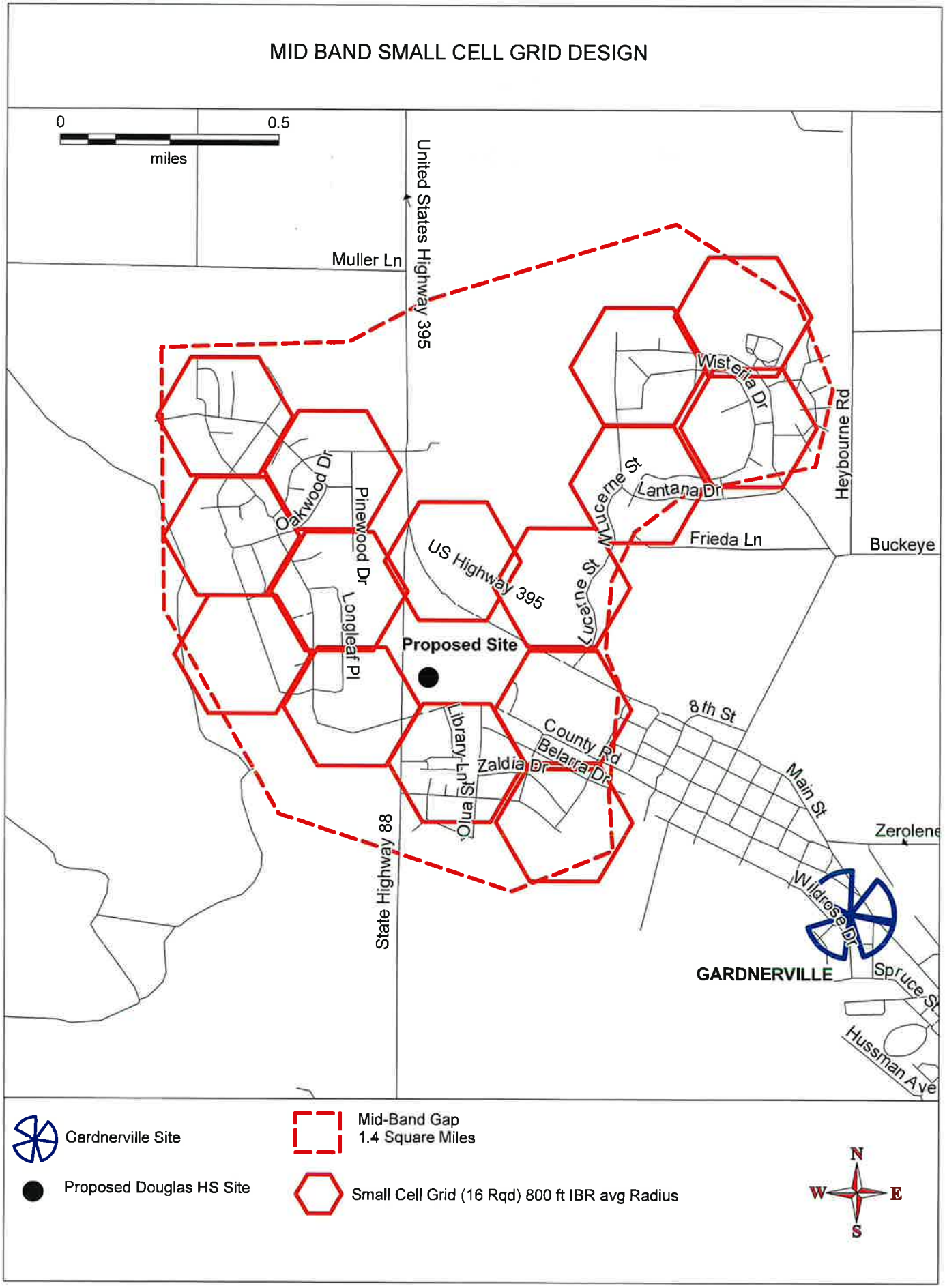


Exhibit O

Small Cell Hypothetical Design Grid

MID BAND SMALL CELL GRID DESIGN



11 APPENDIX 2 – 3GPP LTE LINK BUDGET

Table 1 - Downlink Link Budget

Parameter					Reference
Frequency	750 MHz	1900 MHz	2100 MHz	3700 MHz	FCC
Band	13	2	4	77	Verizon License
Bandwidth	10 MHz	5 MHz	20 MHz	100 MHz	Verizon License
eNodeB Tx Power	43 dBm	43 dBm	43 dBm	43 dBm	Typical 20W transmitter Power
eNodeB Antenna Gain	16 dBi	18 dBi	18 dBi	19 dBi	Typical Antenna Gain
eNodeB Feeder Loss	0	0	0	0	
eNodeB EiRP	59 dBm	61 dBm	61 dBm	62 dBm	
eNodeB Reference EiRP	31.02 dBm	35.83 dBm	30.01 dBm	23.05 dBm	Reference Power across resource element = EirP - 10*log(RB*12)
UE Receive Sensitivity	-95 dBm	-98 dBm	-95 dBm	-86 dBm	3GPP TSG RAN E-UTRA User Equipment radio transmission and reception", section 7.3
UE Receiver Ref Sensitivity	-123 dBm	-123 dBm	-126 dBm	-124 dBm	Sensitivity across RE = RxSens-10*log(RB*12)
Required SNR (for edge MCS)	0 dB	0 dB	0 dB	2 dB	
UE Receiver Ref Sensitivity Target	-123 dBm	-123 dBm	-126 dBm	-123 dBm	
Fade Margin (85% edge reliability)	8.32 dB	8.32 dB	8.32 dB	8.32 dB	8 dB std deviation of fading x 1.04 standard deviate for 85%.
Residential Building Penetration	10 dB	10 dB	10 dB	15 dB	ITU-R P.2346-1 Common loss 3GPP 3.7G
Commercial Building Penetration	20 dB	20 dB	20 dB	25 dB	ITU-R P.2346-1 Common loss 3GPP 3.7G
Max Path Loss Residential	135.48 dB	140.28 dB	137.48 dB	122.68 dB	Downlink Max Path Loss IBR
Max Path Loss Commercial	125.48 dB	130.28 dB	127.48 dB	112.68 dB	Downlink Max Path Loss IBC

Table 2 - Uplink Link Budget

Parameter					Reference
Frequency	750 MHz	1900 MHz	2100 MHz	3700 MHz	FCC
Band	13	2	4	77	Verizon License
Bandwidth	10 MHz	5 MHz	20 MHz	100 MHz	Verizon License
UE Tx Power	23 dBm	23 dBm	23 dBm	23 dBm	Max UE Power by Specification
UE Antenna Gain	-1 dBi	-1 dBi	-1 dBi	-2 dBi	Typical Antenna Gain

Table 2 - Uplink Link Budget

Parameter					Reference
Frequency	750 MHz	1900 MHz	2100 MHz	3700 MHz	FCC
UE EiRP	22 dBm	22 dBm	22 dBm	21 dBm	
eNodeB Thermal Noise	-104 dBm	-107 dBm	-101 dBm	-94 dBm	kTB=-174+10*log(BW)
eNodeB Noise Figure	5 dB	5 dB	5 dB	7 dB	Typical value
Total Noise Floor	-99 dBm	-102 dBm	-96 dBm	-87 dBm	Minimum Signal that can be detected assuming no external interference.
RB assignment	240	300	600	655	3GPP Table 7.3.1-2: Uplink configuration for reference sensitivity Theoretical maximum based upon 30 kHz subcarrier spacing
eNodeB Reference Sensitivity	-123 dBm	-127 dBm	-124 dBm	-114 dBm	Sensitivity across RE = RxSens-10*log(RB*12)
Required SNR (for edge MCS)	0 dB	0 dB	0 dB	0 dB	
UE Receiver Ref Sensitivity Target	-123 dBm	-127 dBm	-124 dBm	-114 dBm	
Fade Margin (85% edge reliability)	8.32 dB	8.32 dB	8.32 dB	8.32 dB	8 dB std deviation of fading x 1.04 standard deviate for 85%.
Invehicle Penetration	5 dB	5 dB	5 dB	8 dB	Typical Range 5-10 dB
Residential Building Penetration	10 dB	10 dB	10 dB	15 dB	ITU-R P.2346-1 Common loss 3GPP 3.7G
Commercial Building Penetration	20 dB	20 dB	20 dB	25 dB	3GPP TR 38.901 Common loss 3GPP 3.7G
Max Path Loss Invehicle	131.48 dB	135.46 dB	132.45 dB	118.34 dB	Uplink Max Path Loss IVR
Max Path Loss Residential	126.48 dB	130.46 dB	127.45 dB	111.34 dB	Uplink Max Path Loss IBR
Max Path Loss Commercial	116.48 dB	120.46 dB	117.45 dB	101.34 dB	Uplink Max Path Loss IBC

Design Critera	RSRP	RSRP	RSRP	RSRP	Worse Case UL Path Loss
Invehicle	-100.46 dBm	-99.63 dBm	-102.44 dBm	-95.30 dBm	RefPwr(DL) - Worse Case PL
Inbuiliding Residential	-95.46 dBm	-94.63 dBm	-97.44 dBm	-88.30 dBm	RefPwr(DL) - Worse Case PL
Inbuilding Commerical	-85.46 dBm	-84.63 dBm	-87.44 dBm	-78.30 dBm	RefPwr(DL) - Worse Case PL

WATERFORD

Radio Frequency Emissions Compliance Report for Verizon Wireless

Site Name:	**Douglas HS**	**Site Structure Type:**	**Monopole**
Address:	**1699 County Road**	**Latitude:**	**38.957182**
	Minden, NV 89423	**Longitude:**	**-119.778273**
Report Date:	**January 10, 2024**	**Project:**	**Modification**

Compliance Statement

Based on information provided by Verizon Wireless and predictive modeling, the Douglas HS installation proposed by Verizon Wireless will be compliant with Radiofrequency Radiation Exposure Limits of 47 C.F.R. §§ 1.1307(b)(3) and 1.1310. The proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent structures. As predicted RF power densities will not exceed the FCC General Population limits, no mitigation action other than restricting access to the tower is required to achieve or maintain compliance.

Certification

I, David C. Cotton, Jr., am the reviewer and approver of this report and am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation, specifically in accordance with FCC's OET Bulletin 65. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

PROFESSIONAL ENGINEER · STATE OF NEVADA
DAVID C. COTTON, JR.
ELECTRICAL
No. 20349

David C. Cotton, Jr.
Professional Engineer (Electrical)
Date: 2024-Jan-12
State of Nevada, 20349
Expires: 2024-Dec-31

General Summary

The compliance framework is derived from the Federal Communications Commission (FCC) Rules and Regulations for preventing human exposure in excess of the applicable Maximum Permissible Exposure ("MPE") limits. At any location at this site, the power density resulting from each transmitter may be expressed as a percentage of the frequency-specific limits and added to determine if 100% of the exposure limit has been exceeded. The FCC Rules define two tiers of permissible exposure differentiated by the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. General Population / Uncontrolled exposure limits apply to those situations in which persons may not be aware of the presence of electromagnetic energy, where exposure is not employment-related, or where persons cannot exercise control over their exposure. Occupational / Controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment, have been made fully aware of the potential for exposure, and can exercise control over their exposure. Based on the criteria for these classifications, the FCC General Population limit is considered to be a level that is safe for continuous exposure time. The FCC General Population limit is 5 times more restrictive than the Occupational limits.

In situations where the predicted MPE exceeds the General Population threshold in an accessible area as a result of emissions from multiple transmitters, FCC licensees that contribute greater than 5% of the aggregate MPE share responsibility for mitigation.

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Table 1: FCC Limits

Frequency (MHz)	*Limits for General Population/ Uncontrolled Exposure*		*Limits for Occupational/ Controlled Exposure*	
	Power Density (mW/cm^2)	Averaging Time (minutes)	Power Density (mW/cm^2)	Averaging Time (minutes)
30-300	0.2	30	1	6
300-1500	f/1500	30	f/300	6
1500-100,000	1.0	30	5.0	6

f=Frequency (MHz)

Based on the computational guidelines set forth in FCC OET Bulletin 65, Waterford Consultants, LLC has developed software to predict the overall Maximum Permissible Exposure possible at any location given the spatial orientation and operating parameters of multiple RF sources. The power density in the Far Field of an RF source is specified by OET-65 Equation 5 as follows:

$$S = \frac{EIRP}{4 \cdot \pi \cdot R^2} \ (\mathrm{mW/cm^2})$$

where EIRP is the Effective Radiated Power relative to an isotropic antenna and R is the distance between the antenna and point of study. Additionally, consideration is given to the manufacturers' horizontal and vertical antenna patterns as well as radiation reflection. At any location, the predicted power density in the Far Field is the spatial average of points within a 0 to 6-foot vertical profile that a person would occupy. Near field power density is based on OET-65 Equation 20 stated as

$$S = \left(\frac{180}{\theta_{BW}}\right) \cdot \frac{100 \cdot P_{in}}{\pi \cdot R \cdot h} \ (\mathrm{mW/cm^2})$$

where P_{in} is the power input to the antenna, θ_{BW} is the horizontal pattern beamwidth and h is the aperture length.

Some antennas employ beamforming technology where RF energy allocated to each customer device is dynamically directed toward their location. In the analysis presented herein, predicted exposure levels are based on all beams at full utilization (i.e. full power) simultaneously focused in any direction. As this condition is unlikely to occur, the actual power density levels at ground and at adjacent structures are expected to be less that the levels reported below. These theoretical results represent maximum-case predictions as all RF emitters are assumed to be operating at 100% duty cycle.

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Analysis

Verizon Wireless proposes the following installation at this location:

- (12) (N) VERIZON WIRELESS ANTENNAS ON (N) MOUNTS
- (12) (N) RRH UNITS @ ANTENNAS
- (1) (F) 2' MICROWAVE DISH

The antennas will be mounted on an 80-foot Monopole with centerlines 70 and 76 feet above ground level. Proposed antenna operating parameters are listed in Appendix A. Other appurtenances such as GPS antennas, RRUs and hybrid cable below the antennas are not sources of RF emissions. No other antennas are known to be operating in the vicinity of this site.

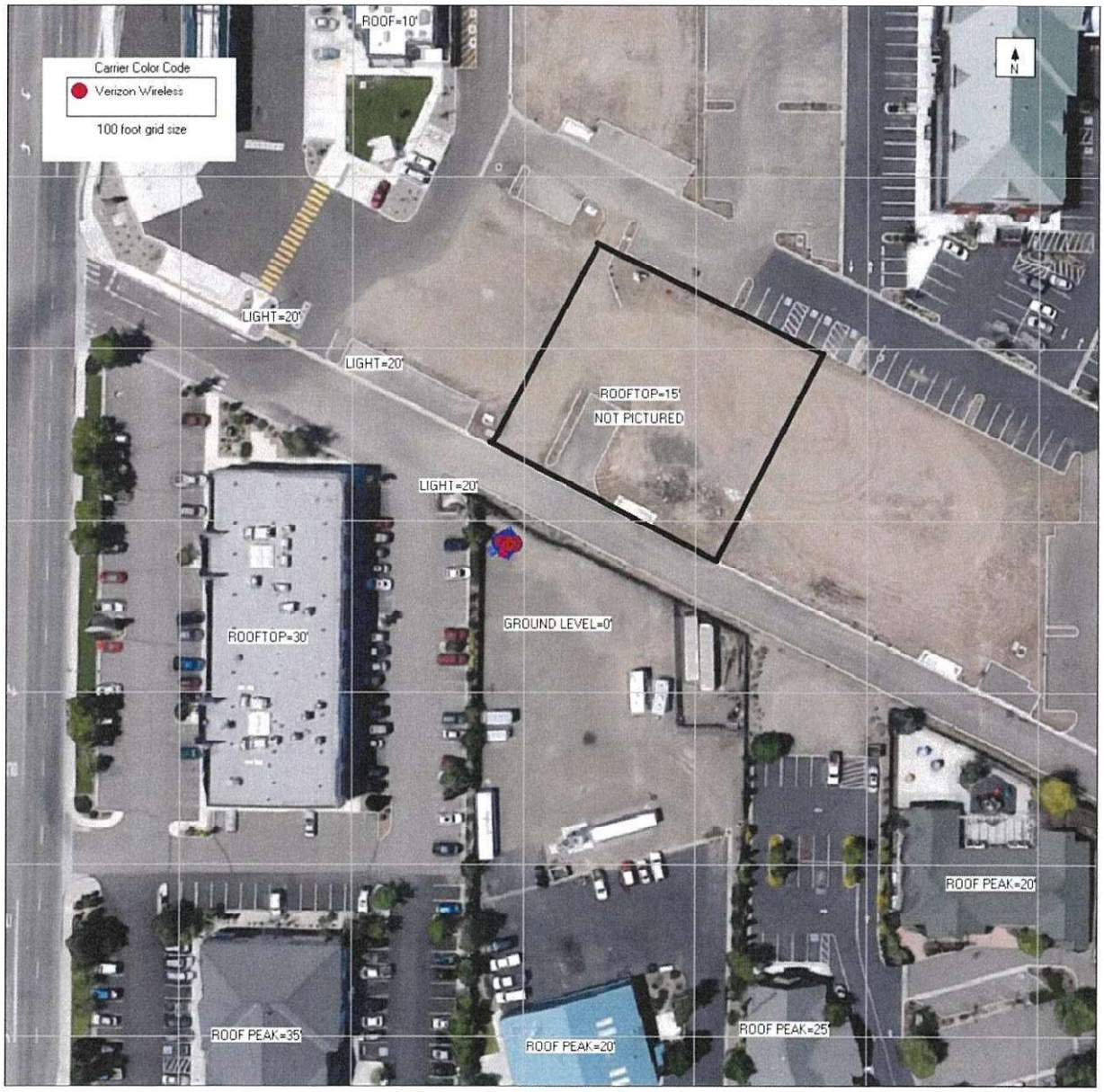


Figure 1: Antenna Locations

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Power density decreases significantly with distance from any antenna. The panel-type antennas to be employed at this site are highly directional by design and the orientation in azimuth and mounting elevation, as documented, serves to reduce the potential to exceed MPE limits at any location other than directly in front of the antennas. For accessible areas at ground level, the maximum predicted power density level resulting from all Verizon Wireless operations is 13.9369% of the FCC General Population limits. Incident at adjacent structures depicted in Figure 1, the maximum predicted power density level resulting from all Verizon Wireless operations is 64.2560% of the FCC General Population limits. The proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent structures. As predicted RF power densities will not exceed the FCC General Population limits, no mitigation action other than restricting access to the tower is required to achieve or maintain compliance.

Compliance Requirement Diagram (Access Location)

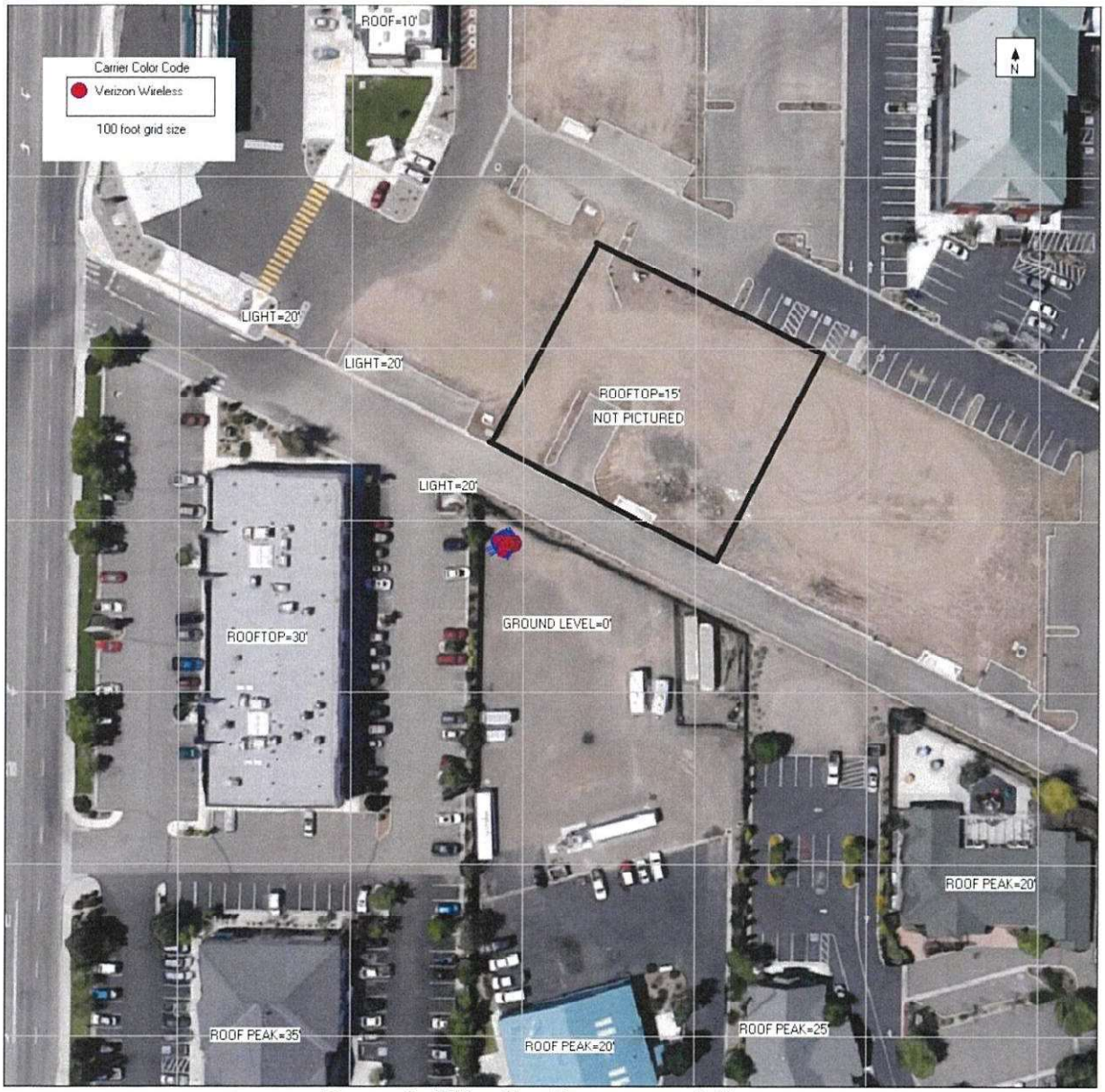


Figure 2: Mitigation Recommendations

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Appendix A: Operating Parameters Considered in this Analysis

Antenna #:	Carrier:	Manufacturer	Pattern:	Band (MHz):	Mech Az (deg):	Mech DT (deg):	H BW (deg):	Length (ft):	TPO (W):	Channels:	Loss (dB):	Gain (dBd):	ERP (W):	EIRP (W):	Rad Center (ft):
1	Verizon	ERICSSON	KRE105281-1	3500	130	0	64	0.7	5	4	0	9.36	173	283	76
2	Verizon	JMA	MX06FRO660-02 02DT	700	130	0	60	5.9	60	2	0	12.45	2110	3461	76
2	Verizon	JMA	MX06FRO660-02 02DT	850	130	0	54	5.9	60	2	0	12.15	1969	3230	76
2	Verizon	JMA	MX06FRO660-02 02DT	1900	130	0	57	5.9	60	4	0	15.95	9445	15496	76
3	Verizon	JMA	MX06FRO660-02 02DT	700	130	0	60	5.9	60	2	0	12.45	2110	3461	76
3	Verizon	JMA	MX06FRO660-02 02DT	850	130	0	54	5.9	60	2	0	12.15	1969	3230	76
3	Verizon	JMA	MX06FRO660-02 02DT	2100	130	0	52	5.9	60	4	0	15.55	8614	14132	76
4	Verizon	JMA	MX06FRO660-02 02DT	2100	130	0	52	5.9	60	4	0	15.55	8614	14132	76
4	Verizon	JMA	MX06FRO660-02 02DT	1900	130	0	57	5.9	60	4	0	15.95	9445	15496	76
5	Verizon	ERICSSON	SON_AIR6449 NR TB 03.24.21 3700 VZW	3700	130	0	11	2.8	320	1	0	23.55	72469	118891	76
6	Verizon	ERICSSON	KRE105281-1	3500	245	0	64	0.7	5	4	0	9.36	173	283	76
7	Verizon	JMA	MX06FRO660-02 02DT	700	245	0	60	5.9	60	2	0	12.45	2110	3461	76
7	Verizon	JMA	MX06FRO660-02 02DT	850	245	0	54	5.9	60	2	0	12.15	1969	3230	76
7	Verizon	JMA	MX06FRO660-02 02DT	1900	245	0	57	5.9	60	4	0	15.95	9445	15496	76
8	Verizon	JMA	MX06FRO660-02 02DT	700	245	0	60	5.9	60	2	0	12.45	2110	3461	76
8	Verizon	JMA	MX06FRO660-02 02DT	850	245	0	54	5.9	60	2	0	12.15	1969	3230	76
8	Verizon	JMA	MX06FRO660-02 02DT	2100	245	0	52	5.9	60	4	0	15.55	8614	14132	76
9	Verizon	JMA	MX06FRO660-02 02DT	2100	245	0	52	5.9	60	4	0	15.55	8614	14132	76
9	Verizon	JMA	MX06FRO660-02 02DT	1900	245	0	57	5.9	60	4	0	15.95	9445	15496	76
10	Verizon	ERICSSON	SON_AIR6449 NR TB 03.24.21 3700 VZW	3700	245	0	11	2.8	320	1	0	23.55	72469	118891	76
11	Verizon	ERICSSON	KRE105281-1	3500	350	0	64	0.7	5	4	0	9.36	173	283	76
12	Verizon	JMA	MX06FRO660-02 02DT	700	350	0	60	5.9	60	2	0	12.45	2110	3461	76
12	Verizon	JMA	MX06FRO660-02 02DT	850	350	0	54	5.9	60	2	0	12.15	1969	3230	76
12	Verizon	JMA	MX06FRO660-02 02DT	1900	350	0	57	5.9	60	4	0	15.95	9445	15496	76
13	Verizon	JMA	MX06FRO660-02 02DT	700	350	0	60	5.9	60	2	0	12.45	2110	3461	76

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Antenna #:	Carrier:	Manufacturer	Pattern:	Band (MHz):	Mech Az (deg):	Mech DT (deg):	H BW (deg):	Length (ft):	TPO (W):	Channels:	Loss (dB):	Gain (dBd):	ERP (W):	EIRP (W):	Rad Center (ft):
13	Verizon	JMA	MX06FRO660-02 02DT	850	350	0	54	5.9	60	2	0	12.15	1969	3230	76
13	Verizon	JMA	MX06FRO660-02 02DT	2100	350	0	52	5.9	60	4	0	15.55	8614	14132	76
14	Verizon	JMA	MX06FRO660-02 02DT	2100	350	0	52	5.9	60	4	0	15.55	8614	14132	76
14	Verizon	JMA	MX06FRO660-02 02DT	1900	350	0	57	5.9	60	4	0	15.95	9445	15496	76
15	Verizon	ERICSSON	SON_AIR6449 NR TB 03.24.21 3700 VZW	3700	350	0	11	2.8	320	1	0	23.55	72469	118891	76
16	Verizon	ANDREW	VHLP2-18	18000	180	0	2.1	2	0.2	1	0	37	1002	1644	70

Notes: Table depicts recommended operating parameters for Verizon Wireless proposed operations.

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AGENDA ITEM NO. 13.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY SERVICES**

TITLE:
For possible action. Discussion to approve the proposed Dust & Wonder Trail Spike installation locations at Dangberg Home Ranch located at 1450 NV-88, Minden, Nevada (APN 1319-36-000-005) and the Carson Valley Cinemas located at 1760 U.S. Hwy 395 N, #4700, Minden, Nevada (APN 1320-30-211-093). (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve the proposed Dust & Wonder Trail Spike installation locations at the Dangberg Home Ranch and the Carson Valley Cinemas.

FINANCIAL IMPACT:
All design, fabrication, and transportation costs are covered with the Travel Nevada Destination Development Design (3D) grant award. If infrastructure is needed, such as a cement pad, for installation, installation costs are not allowable through the grant and will be the responsibility of the venue. There is $20,000 in funds available in Project #25P04 (Public Art Pads Project) if Douglas County needs to cover the cost of a cement pad. The Public Art Pad funding was approved in the Fiscal Year 2024-25 budget. The cost will be dependent on the location of the Railroad Spike at each of the facilities. Douglas County will directly pay for the cement pad.

BACKGROUND:
In October 2022, three Northern Nevada Destination Organizations – Visit Carson City, Visit Carson Valley, and the Virginia City Tourism Commission – proposed to collaborate in the development of a new Cultural Corridor to build the three counties' local arts and culture economy and attract year-round cultural travelers. The scenic, 16-mile region holds vast promise for showcasing the counties' rich tapestry of art, culture, and history. Following years of hard work and collaboration, in the Summer of 2025, the Cultural Corridor was formally branded, bringing the *Dust & Wonder Trail* to life.

A collection of interpretive Railroad Spike Sculptures, will serve as public art and wayfinding for the Dust & Wonder Trail. These artworks, celebrating the region's railroad heritage and the diverse

communities that built it, will be placed at selected historic and cultural sites throughout the region. These spikes will tell the stories, transforming navigation into an immersive cultural experience, encouraging exploration, reflection, and deeper engagement with the community's shared history.

By encouraging visitors to explore multiple sites, the trail supports local businesses, increases tourism spending, and stimulates economic growth throughout the region. Beyond its financial impact, the trail strengthens community identity, celebrates local history, and promotes the creative economy through engaging public art experiences.

The Dust & Wonder Trail has selected the railroad spike as its signature sculptural wayfinding element due to its strong connection to Nevada's railroad and mining heritage. The spike symbolizes the infrastructure and labor that helped connect communities and support the growth of historic Comstock communities such as Virginia City, Gold Hill, and Silver City. Serving as both a visual marker and interpretive feature, the steel sculptures will provide durable, low-maintenance wayfinding while incorporating engraved educational content. The design reflects the industrial character of the Comstock era and honors the diverse communities whose work contributed to the development of the American West, while creating a cohesive identity that supports regional heritage tourism.

Douglas County Community Services proposes to install this art structure at the Carson Valley Cinemas facility as well as at the Dangberg Home Ranch Historic Park as part of the regional Dust & Wonder Trail initiative. After installation, the interpretive railroad spike sculpture will become the property of the venue or property owner. The railroad spike at the Dangberg Home Ranch would be the number one priority since there is a connection to the railroad. The Cultural and Performing Arts Community Center would be secondary if funding allowed to bring people to the arts. The location on each site has not been confirmed.

Here are the proposed locations in Douglas County (each location subject to approval by their own governing board):

- Minden Park
- Gardnerville Station
- Seeman Pond
- Carson Valley Museum
- Genoa Museum
- David Walley's Hot Springs
- Kinsey House
- Dangberg Ranch
- Carson Valley Cinemas

ATTACHMENTS:

_Spike Sculptures SHPO Answers.pdf
Venue - Spike Information Sheet.pdf
schomberg sample (002).pdf
johnson spike sketch (002).pdf
RFP CTA 2026-001 DWT Interpretive Railroad Spike Sculptures (002).pdf

Why a railroad spike design?

The Dust & Wonder Trail selected the railroad spike as its signature wayfinding sculptural element because it is an authentic and regionally significant symbol of Nevada's railroad and mining history. The spike represents the literal and symbolic force that connected communities, enabled commerce, and contributed to the growth of Virginia City, Gold Hill, Silver City, and surrounding areas. As a foundational component of railroad construction, the spike embodies labor, infrastructure, innovation, and the diverse communities whose work shaped the American West.

Conceptually, the spike serves as both marker and metaphor. It "anchors" the trail physically and historically, reinforcing themes of resilience, industry, and connection central to the Dust & Wonder narrative. Its vertical form makes it highly legible as a wayfinding element while maintaining a simple, historically referential silhouette that does not replicate or compete with historic structures.

Materially, the use of fabricated steel references the industrial character of the Comstock era while allowing for durability and minimal maintenance in outdoor environments. The sculptural spikes incorporate engraved interpretive content, transforming a familiar industrial object into an educational and reflective public art experience.

By selecting a universally recognizable yet locally meaningful form, the Dust & Wonder Trail creates a cohesive regional identity that supports heritage tourism while remaining visually compatible with historically significant settings.

These sculptures honor immigrant, Indigenous, African American, and working-class hands that shaped the land and laid the tracks of the American West. The spike symbolizes ambition, the urge to build, move, and reach beyond ourselves. The artwork reminds viewers that progress comes not from grand gestures, but from countless small actions layered together, a reminder that we rise because others built the ground beneath us.

What materials will be used in fabrication and installation?

The sculptures are constructed with an internal steel framework and wrapped with a Corten steel skin. A steel plate base system provides stable anchoring. All materials are non-combustible, non-toxic, and removable.

Concrete Pier / Footing

- **Type:** Reinforced concrete pier below grade
- **Typical Diameter:** 18–24 inches
- **Typical Depth:** 24–36 inches (adjusted for frost depth and soil conditions)
- **Reinforcement:** #4 rebar cage (verticals with ties)
- **Concrete Strength:** 3,000–4,000 PSI

A. Base Plate with Anchor Bolts

The spike sculpture is fabricated with:

- A welded steel base plate (typically ½"–¾" thick)
- Pre-drilled bolt holes (usually 3–4 holes)

Anchor Bolts:

- ½"–¾" diameter galvanized or stainless steel anchor bolts
- Embedded 8–12 inches into concrete
- Either:
    - Cast-in-place J-bolts (installed when concrete is poured), or
    - Epoxy-set threaded rods (retrofit into cured concrete)

The sculpture is placed over bolts and secured with:

- Washers
- Lock washers
- Nuts

Who is the artist/artist team?

Jeff Schomberg is a Reno, Nevada–based sculptor and master metal fabricator specializing in large-scale, structurally engineered public art. He is best known for his collaboration with artist Laura Kimpton on the internationally exhibited *Monumental Word Series*, including works such as *LOVE*, *JOY*, *BELIEVE*, and *COURAGE*. These large-scale steel sculptures have been installed in prominent civic and historic settings including Times Square (New York City), the National Mall area (Washington, D.C.), San Francisco's Union Square, and Reno City Plaza.

Schomberg's responsibilities have included structural steel fabrication, welding, armature engineering, finish application, transportation logistics, and on-site installation. His projects routinely require coordination with municipal officials, engineers, and planners to ensure compliance with public safety standards and contextual compatibility within historically significant districts.

His experience fabricating durable steel artworks, managing installation in civic environments, and working within regulated public spaces qualifies him to execute the proposed interpretive railroad spike sculptures in accordance with preservation considerations and Section 106 review standards.

What is the timeline?

A RFP was released on a national level by Visit Carson City in January. Artists who submitted were reviewed by the Dust & Wonder Trail public art committee, and Jeff Schomberg was selected to create the interpretive railroad spike sculptures.

They are currently under fabrication. The Dust & Wonder Trail is refining the interpretive themes and historical narratives for each location.

The sculptures will be ready for installation as early as June 2026. Installation will depend on city, state, and county regulations. The goal is to have installation completed by September 2026.

Interpretive Railroad Spike Sculptures

When: The sculptures are currently being fabricated. Installation can begin as early as June 1, 2026 with final installations goaled at no later than September 30, 2026.

What: Interpretive railroad spike sculptures. Sculptures will be 53” tall with engraved/text panels about the location and a QR code to the Dust & Wonder Trail digital map.

Where: The sculptures will be in Carson City, Carson Valley, Gold Hill, Silver City, and Virginia City.

Why: The Dust & Wonder Trail’s interpretive railroad spike sculptures celebrate local railroad history, guide visitors to historic sites, and boost heritage tourism and economic growth in the region.

How: In October 2022, three Northern Nevada Destination Organizations – Visit Carson City, Visit Carson Valley, and the Virginia City Tourism Commission – proposed to collaborate in the development of a new Cultural Corridor to build the three counties’ local arts and culture economy and attract year-round cultural travelers. The scenic, 16-mile region holds vast promise for showcasing the counties’ rich tapestry of art, culture, and history.
Following years of hard work and collaboration, in the Summer of 2025, the Cultural Corridor was formally branded, bringing the Dust & Wonder Trail to life.

A collection of interpretive Railroad Spike Sculptures, will serve as public art and wayfinding for the Dust & Wonder Trail. These artworks, celebrating the region’s railroad heritage and the diverse communities that built it, will be placed at selected historic and cultural sites throughout the region. These spikes will tell the stories, transforming navigation into an immersive cultural experience, encouraging exploration, reflection, and deeper engagement with the community’s shared history.

By encouraging visitors to explore multiple sites, the trail supports local businesses, increases tourism spending, and stimulates economic growth throughout the region. Beyond its financial impact, the trail strengthens community identity, celebrates local history, and promotes the creative economy through engaging public art experiences.

After a national artist call, Jeff Schomberg, a Reno, Nevada–based sculptor and master metal fabricator specializing in large-scale, structurally engineered public art, was selected to fabricate the artworks. He is best known for his collaboration with artist Laura Kimpton on the internationally exhibited *Monumental Word Series*, including works such as *LOVE*, *JOY*, *BELIEVE*, and *COURAGE*.

These large-scale steel sculptures have been installed in prominent civic and historic settings including Times Square (New York City), the National Mall area (Washington, D.C.), San Francisco's Union Square, and Reno City Plaza.

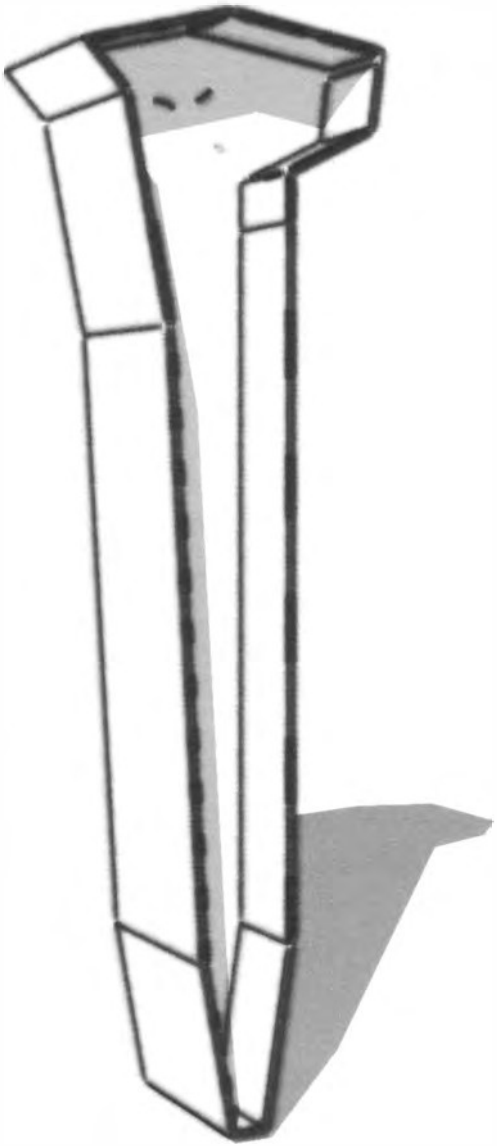
Participation: Selected arts, culture, and historical locations and venues are eligible for one of the sculptures to be fabricated with site-specific details, including one word to encapsulate the location for the front of the sculpture. That word will be translated into Numu, Neme, and/or Wá:šiw, Chinese, and Italian, reflecting the multicultural labor forces that shaped the railroad, mining, and the American West. A QR code will link to a digital map, connecting the 30 interpretive railroad spike sculptures of the Dust & Wonder Trail.

If selected, the venue will work with a local storyteller to create the verbiage for placement on the sculpture as well as the larger storyline and the possibility of audio and video for the digital platform. The Dust & Wonder Trail will assist with any city, state, county, and/or national regulations and/or permits.

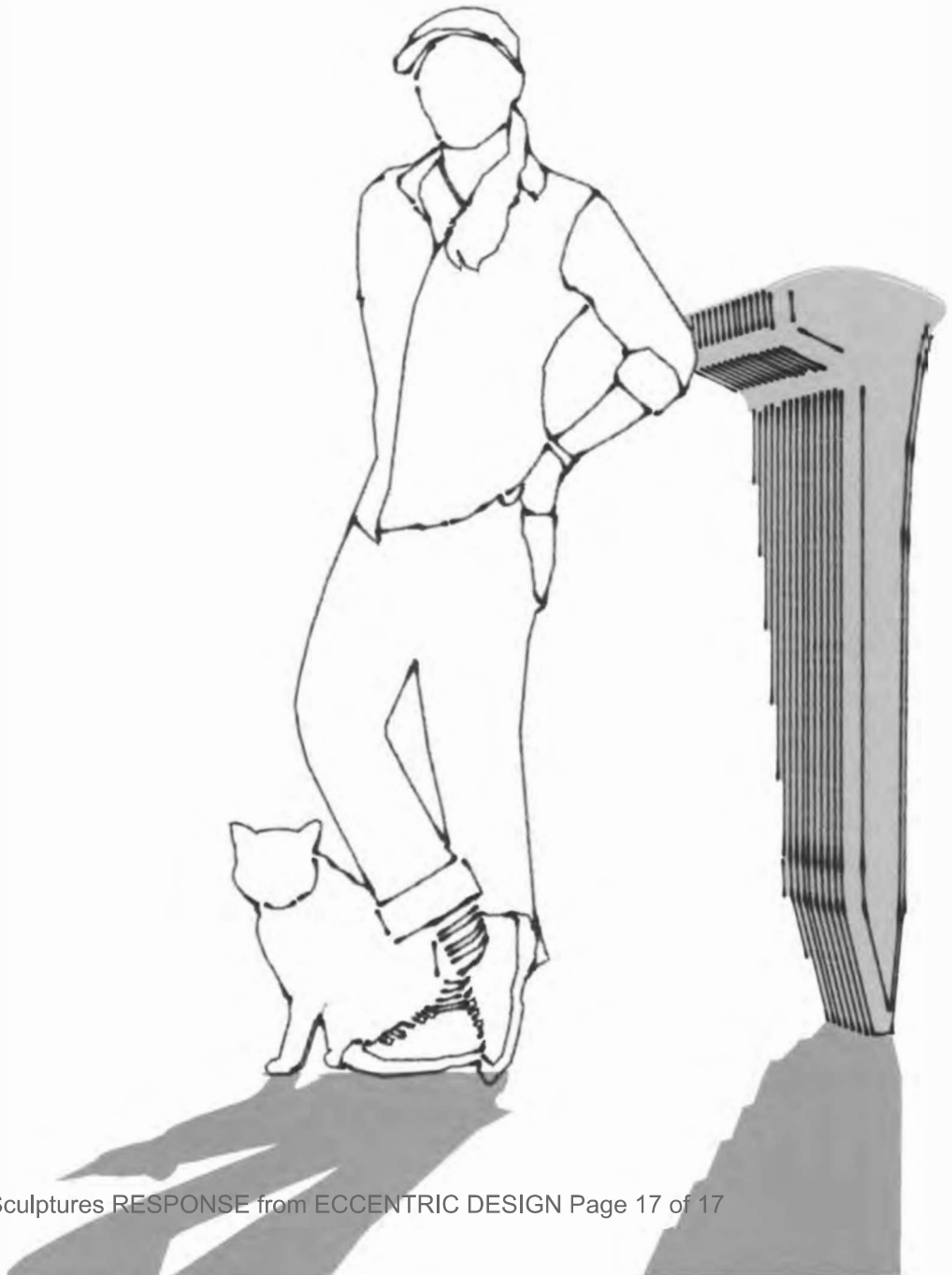
Fees: All design, fabrication, and transportation costs are covered with the Travel Nevada Destination Development Design (3D) grant award. If infrastructure is needed, such as a cement pad, for installation, installation costs are not allowable through the grant and will be the responsibility of the venue.

After installation, the interpretive railroad spike sculpture will become the property of the venue or property owner.


CELTIC FOREST
TUNE TO
94.5
BMIR
NO DRIVING
Pedestrians Only
JET
DEWALT
ADJUST-O







Concept one

Carson City Culture & Tourism Authority (CTA)

Request for Proposal (RFP)

THIS IS NOT AN ORDER

ADVERTISED RFP CTA 2026-001

Dust & Wonder Trail Interpretive Railroad Spike Sculptures

ISSUE DATE: Tuesday, December 16, 2025

RFP SUBMISSION DUE: Tuesday, January 16, 2026 by 2:00 pm

REPLY TO:

Carson City Culture & Tourism Authority

c/o Chris Kipp, CTA Operations & Finance Manager

716 N. Carson Street, Suite A

Carson City, NV 89701

775-283-7682

ckipp@visitcarsoncity.com

1. OVERVIEW

The Carson City Culture & Tourism Authority ("CTA") is seeking qualified artists or artist teams to design and fabricate a series of Interpretive Railroad Spike Sculptures as public art and wayfinding for the Dust & Wonder Trail. These artworks will be placed at selected historic and cultural sites throughout Carson City, Carson Valley, Silver City, Gold Hill and Virginia City, Nevada, celebrating the region's railroad heritage and the diverse communities that built it. These spikes and the associated words and stories that will be connected to each spike, will help tell the stories along the Dust and Wonder Trail, a 16-mile destination corridor, formerly known as the 3D Cultural Corridor, an initiative of Travel Nevada and stakeholders, currently funded through a grant to Visit Carson City.

Once selected, artists will work in collaboration with the Dust and Wonder Trail and Public Art Committee, to finalize locations and stories to be told with each sculpture.

The CTA will commission up to forty (40) spikes. Compensation will be $2,000.00 per piece, inclusive of all design, engineering, materials, fabrication, and transportation costs. The number of spikes per artist will be determined by the committee. The location of the sculpture sites will be assigned after the Artist concept's final approval.

2. BACKGROUND INFORMATION

Travel Nevada's Destination Development Design (3D) Project provided rural communities across Nevada with the opportunity to expand their tourism economies through an eight-month process of discovery and reflection with their expert team of consultants followed by a project implementation phase funded through grants by Travel Nevada. In April 2024, The Cultural Corridor's 10-year Destination Plan was completed. To learn more about the long term plan for the corridor, read the 10 year destination plan created, **here.** On October 9, 2024, Nevada Commission on Tourism awarded Carson City Culture & Tourism Authority the Destination Development Design (3D) Cohort 2 grant.

3. PROCEDURE

3.1. A Selection Committee will evaluate the proposals submitted. There is no guarantee that the CTA will select any of the Proposals and any Proposals shall be submitted at the proposer's sole risk and cost.

3.2. The CTA reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether said proposal is selected.

3.3. During evaluation, the Selection Committee reserves the right where it may serve the CTA's best interest, to request additional information or clarification from the person, or to allow corrections of errors or omissions. Presentations/interviews may be conducted by the Selection Committee for the artist(s) who submit a Proposal and were short listed.

3.4. Submission of a proposal indicates acceptance by the person of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant Contract(s) between CTA and the person selected.

3.5. The use of the term "person" herein refers to an individual, or a company or independent contractor/consultant firm with certified personnel doing business in the United States and duly registered in the State of Nevada, any of which will also need to obtain a business license from the relative city/county in which they are working in.

3.6. There is no expressed or implied intent or obligation for CTA to reimburse responding persons for any expenses incurred in preparing proposals or any travel expenses during presentations/interviews in response to this Request for Proposal.

3.7. CTA shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

3.8. CTA reserves the right to reject any or all proposals and to award the proposer(s) the CTA deems most qualified and whose award of the Contract(s) will accrue to the best interests of the CTA.

3.9. Until the receipt and opening of proposals, the proposers' principal contact with Carson City Culture & Tourism Authority will be as listed below.

Carson City Culture & Tourism Authority
c/o Chris Kipp, CTA Operations & Finance Manager
716 Carson Street, Suite A
Carson City, NV 89701
e-mail: ckipp@visitcarsoncity.com
775-283-7682

3.10. All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other CTA staff, CTA officials, Dust & Wonder Trail staff or officials may be disqualified for doing so.

4. ELIGIBILITY

4.1. Open to all professional artists or artist teams aged 18 or older.

4.2. Previous experience with public art, metalwork or sculptural fabrication is preferred but not required.

5. ARTWORK REQUIREMENTS

5.1. Form & Scale

5.1.1. Each piece must take the form of a 53" tall railroad spike (interpretation may be stylized, contemporary, abstract, or historically inspired).

5.1.2. Works must be fabricated from outdoor-durable materials suitable for Nevada's climate.

5.2. Engraving

5.2.1. Required engraving on the top and sides of each spike. All text must be approved by the Public Art Committee working with the artist. Engraving will include a QR code to link all Interpretive sculptures.

5.2.2. Engraving may include text, symbols, or patterning related to the site's history or chosen theme. Ideally the sides will include one word in English and translated into the native languages Wasi-siw, Numu, and Newe languages, honoring the region's Indigenous heritage and ensuring the trail is accessible and inclusive. Other languages from those who worked on the railway system may be used, including but not limited to, Chinese, Italian, and German.

5.3. Themes - Projects may explore:

- The region's railroad and mining history.
- The contributions of Chinese, Irish, English, German, African American, and other laborers.
- Local stories, folklore, and cultural heritage.
- Interpretive or artistic expressions of movement, connection, or industry.

6. SCOPE OF WORK

Artists will be responsible for:

6.1. Design of the 53" tall railroad spike.

6.2. Engineering considerations (as needed for structural stability).

6.3. Fabrication of the spike.

6.4. Engraving design and execution.

6.5. Delivery to designated sites.

6.6. A brief maintenance plan for long-term care of the piece.

6.7. Coordination with project staff, site representatives, and local authorities.

7. DURATION OF SERVICE

The resulting Contract(s) for Dust & Wonder Trail Interpretive Railroad Spike Sculpture(s) shall be complete and delivered no later than 12:00 p.m. on June 15, 2026.

8. SUBMITTAL INSTRUCTIONS

8.1. A copy of this RFP may be requested from the CTA Operations & Finance Manager at the address below, electronically at ckipp@visitcarsoncity.com or by telephone at 775-283-7682.

8.2. **Final Date for Submittal of Questions** will be received by 12:00 p.m. on Monday, January 5, 2026. Answers to all submittal questions received will be put in an addendum to the RFP and sent via e-mail and posted with the RFP on visitcarsoncity.com, on January 7, 2026, by 5:00 p.m. Questions shall be submitted in a letter format in writing via e-mail or mail and submitted to:

Carson City Culture & Tourism Authority
c/o Chris Kipp, Operations & Finance Manager
716 Carson St., Suite A
Carson City, NV 89701
e-mail: ckipp@visitcarsoncity.com
775-283-7682

8.3. All proposals must be **received** by the CTA no later than 2:00 p.m., January 16, 2026. Submit proposal in a **sealed envelope**, labeled **Submittal for RFP CTA 2026-001** to one of the following:

In-Person or Mail/Delivery To:

Carson City Culture & Tourism Authority
Attn.: Chris Kipp
716 N. Carson St., Suite A
Carson City, NV 89701

8.4. A master copy (so marked) of the Proposal to include a title page showing the RFP subject, the firm's name, address, telephone number and email address of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals. Proposals shall be clear, straightforward, and not exceed 30 single-sided pages or 15 double-sided pages in length not including company brochures. Artist(s) brochures may be provided.

8.5. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Prospective proposers are held responsible that their proposals arrive at the CTA on or before the designated time and date.

8.6. All questions in the questionnaire (if applicable) must be completed. All requested documents must be provided.

9. EVALUATION AND AWARD PROCESS

9.1. The CTA shall use its best judgment in conducting a comparative assessment of the proposals.

9.2. The CTA shall select finalists which possess the ability to service the CTA's needs. Presentations/interviews may be scheduled with the finalists. The CTA may ask the finalists to travel to Carson City, Nevada to present further details and/or respond to questions.

9.3. Selected respondent(s) will be contacted following the presentations referenced above, and notifications will be sent to all persons submitting proposals.

9.4. The CTA reserves the right to cancel the Contract(s) with at least 30 days prior written notice, or to cancel with cause at any time.

9.5. No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the Contract(s). If any person contemplating submitting a bid for the Contract(s) is in doubt as to the true meaning of any part of the specifications or any other proposed Contract documents, the person may submit to the CTA a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The CTA will not be responsible for any other explanation or interpretations of the proposed documents.

9.6. The CTA reserves the right to reject all bids and to waive any informality in bids.

RECOMMENDATION FOR AWARD will be made based on the evaluation results of the Selection Committee.

FINAL SELECTION will be made by the CTA, anticipated to be January 23, 2026. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the CTA shall be deemed final.

Anticipated Schedule:

Release RFP	December 16, 2025
Submittal of Questions	January 5, 2026, by 12:00 p.m.
Response to Questions	January 7, 2026, by 5:00 p.m.
RFP Submittal Deadline	January 16, 2026, by 2:00 p.m.
Selection Notification	January 23, 2026
CTA Issues Contract	January 30, 2026

10. RFP REQUIREMENTS

10.1. Letter of Interest (1 page) describing your concept, artistic approach, and connection to the project themes.

10.2. Concept Sketches / Renderings of the proposed spike design(s).

10.3. Description of Materials including fabrication methods and installation approach.

10.4. Work Samples (up to 10 images) representing relevant past projects.

10.5. Resume or CV for each artist.

10.6. Proposed Budget and Timeline confirming the ability to complete work by June 15, 2026.

11. EVALUATION CRITERIA

Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements, total 100 points:

11.1. Artistic quality and creativity. (Maximum 30 points)

11.2. Relevance to historical and cultural themes. (Maximum 20 points)

11.3. Feasibility and durability. (Maximum 15 points)

11.4. Artist's experience and capabilities. (Maximum 15 points)

11.5. Safety and maintenance considerations. (Maximum 10 points)

11.6. Budget realism and timeline feasibility. (Maximum 10 points)

12. OBJECTION BY UNSUCCESSFUL PROPOSER:

12.1. Any unsuccessful proposer may file an objection to the CTA regarding the selection of the CTA Review and Selection Committee by following the procedure outlined in paragraph below. Information on the results of the Committee's aggregate evaluation may be obtained upon request and will be emailed to each respondent.

12.2. Any objection shall be written and submitted to the CTA Board of Directors c/o Carson City Culture & Tourism Authority within five (5) calendar days after a recommendation to accept or reject RFP has been posted to the CTA Website. The CTA Selection Committee will stay any award action until after the CTA Selection Committee has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the CTA Board of Directors, who will render a final decision. No protests will be heard by the CTA unless the proposer has followed the appeal process. CTA is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in the process.

13. LIST OF REQUIRED DOCUMENTS

13.1. Nevada Business License

Note: Artist will also need to obtain any relevant City/County Business Licenses in which they will be working in.

14. WITHDRAWAL OF PROPOSALS:

RFP may be withdrawn at any time upon written notice to the CTA.

15. CONFIDENTIAL INFORMATION:

Any information deemed confidential or proprietary should be clearly identified by the proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information of data submitted with this proposal will not be returned.

16. CONTRACT TERMINATION:

Any Party may terminate its involvement in this Agreement with or without cause by providing fifteen (15) days' notice, in writing, to the other Parties. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the Parties shall be relieved and discharged of their obligations in this Agreement.

17. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Proposer's attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements; the proposal may be disqualified.

18. FUNDING OUT CLAUSE:

Proposers shall be aware that any agreement resulting from award of this Request for Proposal shall be subject to cancellation without penalty in the event that CTA's funding authority shall fail to obligate funds requisite for its continuation.

19. STATUS OF SUCCESSFUL PROPOSERS:

The successful proposer will be an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the CTA.

20. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

Successful proposer shall always be in compliance with immigration and naturalization laws regarding the eligibility of their employees or subcontractors to work in the United States.

21. OPEN MEETING LAW:

Proposers shall be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting. Any resultant award may be defended against any challenge by the Carson City District Attorney's Office.

22. ATTACHMENTS:

Exhibit A: Sample Contract

END OF DOCUMENT

RFP 2026-001 – EXHIBIT A

SAMPLE ARTIST AGREEMENT

Contract #CTA 2526-___

Title: Dust & Wonder Trail Railroad Spike Sculpture by "Artist Name"

This Artist Agreement ("Agreement") is made by and between the Carson City Culture and Tourism Authority, dba Visit Carson City, a county fair and recreation board ("CTA") and Artist Name, an individual ("Artist"), for the design, fabrication, and delivery of a 53" tall Dust & Wonder Trail Interpretive Railroad Spike Sculpture. CTA and Artist may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, on October 9, 2024, the Nevada Commission on Tourism awarded the Carson City Culture & Tourism Authority a Destination Development Design (3D) Cohort 2 grant;

WHEREAS, CTA seeks to showcase a series of Interpretive Railroad Spike Sculptures as public art and wayfinding for the Dust & Wonder Trail at selected historic and cultural sites throughout Carson City, Carson Valley, Silver City, Gold Hill and Virginia City, Nevada, through an agreement with an artist to execute a sculpture(s);

WHEREAS, CTA has approved the selection of Artist Name to construct the Interpretive Railroad Spike Sculpture celebrating the region's railroad heritage and the diverse communities that built it; and

WHEREAS, Artist is prepared to proceed with the design and fabrication of the Interpretive Railroad Spike Sculpture;

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, the Parties hereby agree as follows:

SECTION 1: SCOPE AND COMPLETION OF WORK, DESIGN, CONSIDERATION

1.1 Artist shall design and fabricate the Interpretive Railroad Spike Sculpture as set forth in the Request for Proposals, Exhibit A to this Agreement, and the Artist's Proposal, Exhibit B to this Agreement, both of which are expressly incorporated by this reference (the "Work").

1.2 CTA shall pay Artist a sum of Two Thousand Dollars and 00/100 cents ($2,000.00) for the completion of the Work. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, including sales taxes, and for all other necessary incidentals.

a. Artist may invoice for payment of one thousand dollars and 00/100 cents ($1,000.00) as an up-front payment for the purchase of materials.

b. CTA shall pay any remaining balance to Artist upon Artist's completion and delivery of the Work.

1.3 The Artist shall begin upon the execution of this Agreement.

1.4 When complete, Artist shall deliver the Work to a location of CTA's designation, which is currently anticipated to be location address. CTA may, in its sole discretion, change the location of delivery to another location. Before delivery, Artist will confirm the delivery location with CTA.

1.5 Artist shall complete and deliver the Work no later than 12:00 p.m. on **Monday, June 15, 2026**, unless an extension of time is granted in writing by the Parties.

SECTION 2: CHANGES IN SCOPE AND ADDITIONAL WORK

2.1 The Artist shall, whenever required during the term of this Agreement, present to the CTA Executive Director, or designee, in writing, a drawing or other appropriate media for review and approval of any significant changes in the scope, design, color, size, material, utility or texture of the Work. A significant change is any change which affects the installation, scheduling, appearance, site preparation or maintenance of the Work, or the concept of the Work as represented in the original approved design.

2.2 The Artist shall be obligated to perform services called for in Exhibit A and B. The Artist shall retain artistic control in the performance of services under this Agreement.

2.3 Notwithstanding the provision of Section 2.2 immediately above, CTA may, at any time, request the Artist in writing to: revise portions of the services previously completed in a satisfactory manner; delete portions of the Work which have yet to be performed; perform additional work beyond the Work provided in Exhibit A and B; or make other changes within the general Work to be performed under this Agreement. In the event of such a written request, the Artist may, but shall not be obligated, to agree to any such request.

a. In the event the request for change is agreed to by the Artist, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a revised description of services, additional budget, payment schedule and timetable, and presented for consideration and approval to CTA.

b. In the event the Artist does not agree to the request, CTA shall be entitled to terminate the Agreement for cause pursuant to the terms of this Agreement.

2.4 The Artist shall not provide any services which require additional compensation without prior written authorization of CTA.

SECTION 3: ARTIST'S RIGHTS AND RESPONSIBILITIES

3.1 The Artist agrees that an essential element of this Agreement is the skill and creativity of the Artist. The Artist shall not assign the creative or artistic portions of the Work to another party. Failure to conform to this provision may be cause for termination of this Agreement, at the sole discretion of CTA.

3.2 The Artist shall be responsible for providing the Work described in Exhibit A and B, including, but not limited to, the quality and timely completion of the Work. The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Work.

3.3 The sculpture shall be fabricated from outdoor-durable materials suitable for Nevada's climate.

3.4 The Artist shall complete the fabrication of the Work in substantial conformity with the approved final design.

3.5 The Artist shall provide CTA opportunities to review the Work in progress, including an initial inspection of the working drawings for the proposed Work and final inspection of the Work.

3.6 The Artist shall coordinate the schedule, timeline, and fabrication of the Work with CTA as needed to ensure timely completion of the Work.

3.7 The Artist shall promptly inform and secure the written approval of CTA for any significant change in the design, scope, size, or materials of the Work.

3.8 The Artist shall participate in a dedication of the completed Work if requested by CTA.

3.9 The Artist shall provide CTA with a maintenance program for the Work, including a list of suppliers from whom components may be purchased when necessary to allow the CTA to maintain, repair, or restore the Work.

3.10 The Artist shall, for a period of two years after the delivery of the Work, maintain the Work or touch up the Work as requested by the CTA. This Agreement does not cover work beyond maintenance or touch-up work.

3.11 The Occupational Safety and Health Act of 1979 and all amendments thereto, and various Federal, State, municipal and local safety statutes, regulations, ordinances, and other laws ("laws") may be applicable to Artist. Artist shall, at Artist's expense, observe and comply with all applicable laws. All services performed by Artist must be in accordance with any applicable laws. Artist shall indemnify, defend and hold the other Parties harmless from any and all liability, fines, penalties, and consequences from Artist's noncompliance or violations of any such laws.

SECTION 4: CTA'S RIGHTS AND RESPONSIBILITES

4.1 CTA will provide prompt written notice to Artist whenever it observes or otherwise becomes aware of any developments that may affect the scope or timing of the Artist's services.

4.2 CTA will arrange appointments, meetings, and consultations with others as needed for the Artist to fulfill his or her obligations under this Agreement.

4.3 CTA will review materials and provide approval, as needed, in a timely manner.

4.4. CTA will own and, after delivery, maintain the Work, except as otherwise agreed in Section 3.10 of this Agreement. CTA may, in its discretion, take any and all appropriate actions concerning the Work, including, but not limited to, preserving, repairing, maintaining, moving or destroying the Work. CTA may, in its sole discretion, loan, donate, or otherwise transfer ownership or responsibility for maintenance of the Work to another governmental or other entity or individual. After such a transfer, CTA may still exercise Section 3.10 of this Agreement by requesting that Artist maintain or touch-up the Work.

SECTION 5: WARRANTIES / STANDARDS

5.1 The Artist warrants that (a) the design or Work being commissioned is the original product of the Artist's own creative efforts and (b) the Artist shall not sell or reproduce the Work or allow others to do so without prior written consent of the CTA.

5.2 The Artist shall guarantee his or her artwork to be free from faults of material and workmanship for a period of thirty (30) days after final acceptance, and shall perform any and all repairs, at his or her sole cost, necessary to cure any such faults of material or workmanship during the warranty term. This paragraph does not supersede the Artist's obligation for maintenance or touch-up work under Section 3.10 of this Agreement.

5.3 The Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Except as authorized by CTA, the Artist further agrees that the Work will not utilize any protected patent, trademark or copyright unless the Artist has obtained proper permission and all releases and other necessary documentation. If the Artist specifies any material, equipment, process or procedure which is protected, the Artist shall disclose such patents, trademarks, and copyrights in the construction drawings and technical specifications.

5.4 The Artist agrees to release, indemnify and hold harmless, the CTA and its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright that is protected by law.

SECTION 6: OWNERSHIP AND COPYRIGHTS

6.1 Ownership. Upon full payment of the Purchase Price, CTA will own the Work and have the right to sell, transfer, repair, maintain, remove, or relocate the Work, subject to the limitations in this Agreement.

6.2 Copyrights.

6.2.1 Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright, and all other intellectual property rights in and to the Work, except as otherwise provided in this Agreement. License. Artist grants to CTA a permanent, royalty-free, worldwide limited license to publish and distribute photographs, drawings, digital media or other forms of reproductions of the Work as installed and formally accepted by CTA in any non-commercial manner whatsoever.

6.2.2 CTA's license shall include the right to make two-dimensional, three-dimensional, and all other forms of reproductions of the Work, including, but not limited to, reproductions used in tee shirts, post cards, posters, ornaments, brochures, media publicity, exhibition catalogues or other similar publications, provided that these reproductions are exercised in a tasteful and professional manner. CTA agrees that any three-dimensional reproductions of the Work shall be six inches or less in height. Artist shall not be entitled to any proceeds or royalties generated by CTA related to the Work and/or its reproduction uses.

6.2.3 The graphic or photographic depiction or reproduction of the artwork(s) on materials designed to market or promote CTA, or any other function or property of CTA, shall be deemed to be a non-commercial use. CTA may authorize the Dust & Wonder Trail, Travel Nevada, Carson Valley Visitors Authority, Virginia City Tourism Commission, Reno-Tahoe Territory, Silver City, Gold Hill or any other State of Nevada or local Nevada government agency, to reproduce the Work under this license subject to the same permissions and limitations that limit CTA's reproduction of the Work.

6.2.4 In the event CTA's use of the Work creates a trademark, service mark or trade dress right in connection with the Work, CTA shall have an exclusive and irrevocable right in such trademark, service mark or trade dress.

6.2.5 The Work is located in a public space and is intended to become a recognizable landmark or feature of Sculpture Location, Nevada. For this reason, any photographing or other reproduction or depiction of the Work, whether by the general public or by commercial television or film companies authorized by CTA to photograph, videotape or film in the public space, shall also be considered a non-compensable non-commercial use, intended to provide a setting for the film or television depiction, and thereby promote the Dust and Wonder Trail as a result of said depiction.

6.2.6 CTA's reproductions of the Work shall contain a credit to Artist in the following form:

"Sculpture Name" by Artist Name

6.2.7 In any public showing of any photographs or graphic reproductions of the Work by Artist, CTA shall receive credit for ownership and commissioning, respectively, of the Work. Artist agrees to give credit in the following form:

"Sculpture Name" by Artist Name, Sculpture Location, Nevada.

6.2.8 Should Artist decide to reproduce or license the reproduction of the Work in any way, Artist shall first obtain the written permission of the CTA to do so.

6.2.9 Artist hereby grants to CTA the right to use Artist's name, image, likeness, and biographical information in connection with the display or reproduction of the Work in promotional or advertising materials regarding City or State. If so requested by CTA, Artist agrees to attend any inauguration or presentation ceremonies relating to public dedication of the Work.

6.2.10 While it is anticipated that the Work will remain located at the Sculpture Location, CTA hereby reserves the right to make the Work available for temporary loan to government entities, public institutions, galleries, museums, and other artistic organizations for the purpose of exhibition to the public. CTA will not make a reproduction of the Work for such display without Artist's permission.

6.2.11 If for any reason the Work is not completed, all rights to the proposed Work shall be retained by Artist.

SECTION 7: TERMINATION

Any Party may terminate its involvement in this Agreement with or without cause by providing fifteen (15) days' notice, in writing, to the other Parties. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the Parties shall be relieved and discharged of their obligations in this Agreement.

SECTION 8: INSURANCE, INDEMNIFICATION, LIABILITY LIMITATIONS

8.1 Insurance. Artist is an independent contractor and must carry his or her own liability and other insurance coverages during the creation and delivery of the Work. CTA will not provide liability or other insurance for Artist during the creation and delivery of the Work and is not liable for Artist's acts at the location where Artist is creating the Work or during delivery. Each Party must carry their own policies of insurance and pay all applicable taxes and fees and shall have no liability for the acts of another Party except as specifically provided in this Contract. CTA's workers' compensation insurance does not cover Artist. Except as otherwise provided herein, the Parties each hereby waive their entire right of recovery against any other Party for any damages covered by insurance carried by the Party.

8.2 Indemnification. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, all other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees, agents, and contractors.

8.4. Limited Liability. CTA does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases. The contract liability of the Parties under this Agreement does not include lost revenue or profits; liquidated, incidental, punitive, indirect, special, or consequential damages; or interruption or loss of use of service, whether under theory of contract, tort, or otherwise.

SECTION 9: MISCELLANEOUS

9.1 Entire Agreement; Modification. This Agreement, together with the Exhibits, constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. The term "Agreement" as used herein shall be deemed

to include all Exhibits. All Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement. Where the terms of any Exhibits conflict with the provisions of this Agreement, this Agreement shall govern. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the Parties.

9.2 Time. All Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

9.3 Waiver of Default. Waiver of any default shall not be deemed a waiver of any substantial default. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless contained in a written document executed with the same formality and equal dignity herewith and attached to the original Agreement.

9.4 Severability. In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

9.5 Governing Law; Venue. The law of the State of Nevada applies in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

9.6 Notices. All notices and other communications required or permitted to be provided under this Agreement shall be in writing and may be delivered by hand, email with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CTA:
Chris Kipp, Operations & Finance Manager
Carson City Culture and Tourism Authority
716 N. Carson Street, Suite A
Carson City, NV 89701
Email: ckipp@visitcarsoncity.com
Phone: (775)283-7682

To Artist:
Artist Name
Street Address
City, State, Zip
Email:
Phone:

Or to such other addresses as any party may designate by notice in accordance with this Section.

Notice shall be deemed given on the date of personal delivery by hand, or the date of receipt of email or facsimile transmission (with verification of receipt), on the date delivery is refused, if applicable, or on the date of mailing if by U.S. return receipt mail.

9.7 Public Records Requests. Pursuant to NRS 239.010, CTA documents may be open to public inspection and copying. CTA will have the duty to disclose particular documents, including this Agreement, unless they are made confidential by law or a common law balancing of interest.

9.8 Remedies. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages.

9.9 Ownership of Real Property. This Agreement does not contemplate a transfer of any real property or ownership interest between the Parties. Any and all real property presently owned by any Party will remain owned by that Party upon completion or termination of this Agreement.

9.10 No Third-Party Beneficiary. It is specifically agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.

9.11 Separate Entities; Independent Contractor. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of any other Party. Each Party is and continues to be separate and distinct from any other Party. Artist is an independent contractor that agrees to perform the Work for a fixed price according to his or her own methods and without subjection to the supervision or control of the other Parties, except as to the results of the Services, and not as to the means by which the Services are accomplished. Artist shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the activities of the Artist under this Agreement shall be those of the Artist. No Party nor its employees, agents, or representatives shall be considered employees, agents, or representatives of any other Party.

9.12 Assignment. No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Parties.

9.13 Authority to Sign. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

9.15 Force Majeure. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

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DRAFT

RFP 2026-001 – EXHIBIT A

SAMPLE ARTIST AGREEMENT

Contract #CTA 2526-___

Title: Dust & Wonder Trail Railroad Spike Sculpture by "Artist Name"

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE OF THE LAST REQUIRED SIGNATURE BELOW.

CARSON CITY CULTURE AND TOURISM AUTHORTY dba VISIT CARSON CITY:

BY: _____ _____

David Peterson, Executive Director Date

ARTIST:

BY: _____ _____

Artist Name, Artist Date

DRAFT

AGENDA ITEM NO. 13.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY SERVICES**

TITLE:
For possible action. Discussion to approve the Douglas County Fairgrounds Master Plan prepared for the Douglas County Community Services Department by Frame Architecture, Inc. and Wood Rogers. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve the Douglas County Fairgrounds Master Plan as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

The Community Services Department issued a Request for Proposals to conduct an Indoor Event Center Study and develop a Land Use Site Plan for the Douglas County Fairgrounds. After careful evaluation, the Community Services Department selected Frame Architecture, Inc. to conduct the study and develop a plan based on its extensive expertise, demonstrated experience with similar projects for public agencies, and strong understanding of regional growth trends. Frame Architecture also demonstrated a clear understanding of the unique characteristics of Douglas County, including the opportunity to thoughtfully integrate the adjacent Bureau of Land Management (BLM) property into the overall planning effort.

The study evaluated the feasibility and demand for an indoor event center at the Douglas County Fairgrounds. The process included stakeholder meetings, public outreach sessions, and opportunities for community input to ensure the proposed concept reflects the needs and priorities of residents and regional partners. Funding for this project was approved in the Fiscal Year 2024–2025 budget, as recommended by the Douglas County Parks and Recreation Advisory Board and the Board of County

Commissioners. This initiative supports the County's Strategic Objective of enhancing residents' quality of life by expanding recreational, cultural, and community gathering opportunities.

The Douglas County Fairgrounds Master Plan March 2026 provides a long-term vision for transforming the existing fairgrounds into a year-round regional destination that supports community events, agriculture, recreation, and emergency management. The plan proposes expanding the current 36-acre fairgrounds onto an adjacent Bureau of Land Management (BLM) parcel, creating a 104-acre multi-use facility designed to serve residents and attract regional visitors.

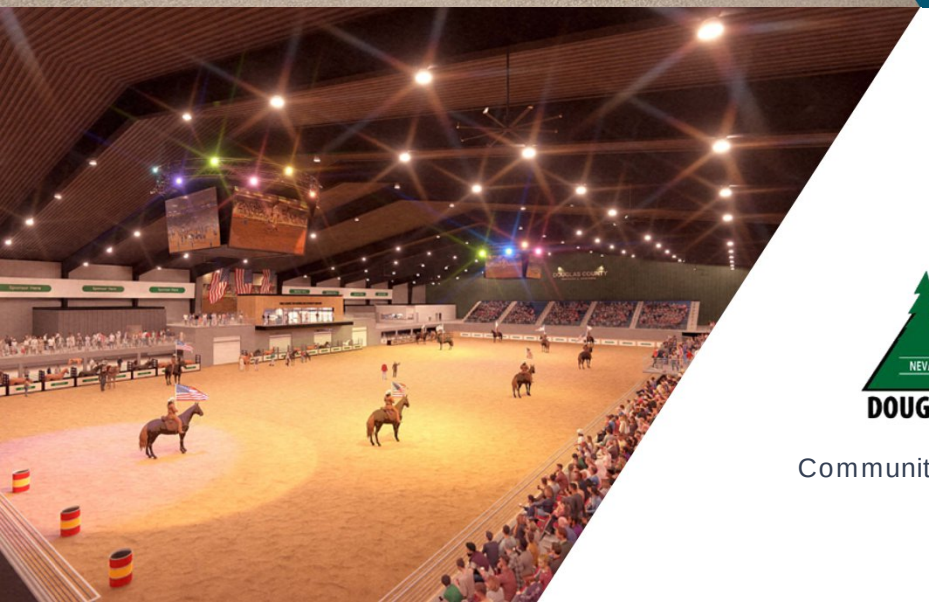
Guided by community input, site analysis, and comparisons with similar facilities, the master plan prioritizes improving year-round usability, accessibility for visitors and contestants, and expanded infrastructure to host larger regional events. Key community priorities identified through outreach included additional restrooms, improved parking, multiple arenas, expanded equestrian facilities, RV accommodations, and flexible community meeting spaces.

The proposed development will occur in phases. Phase 1 includes the construction of a 4,500-seat indoor multi-use events center and new parking infrastructure to support large-scale events. Phase 2 adds a community building, a 192-stall horse barn, expanded lawn space, and additional parking. Future phases envision a covered arena, 4-H facilities, recreational amenities, and trail connections to surrounding public lands.

With a combined estimated construction cost of approximately $154 million for Phases 1 and 2, the project aims to enhance tourism, support agricultural heritage, strengthen emergency response capabilities, and preserve Douglas County's rural character while creating a vibrant community gathering place for generations to come.

ATTACHMENTS:
Douglas_County_Event_Center_2026-03-18.pptx
DC_Event_Center_Executive_Summary_2026-03-18 (1).pdf
DC_Event_Center_Full_Document_2026-03-18.pdf





Douglas County Fairgrounds Master Plan

Community Services Department

March 2026

Mission Statement

> To preserve and celebrate Douglas County's rural character by developing the fairgrounds into a vibrant, inclusive, year-round community hub that supports agriculture, celebrates local traditions, and strengthens cultural and economic vitality for generations to come.

Supporting Douglas County Strategic Plan Objectives:



Strategic Plan Objective: Preserving Douglas County's Natural Beauty & Rural Character; "Leave a Legacy" for future generations.

County Goals & Initiatives: Preserve Heritage and Culture, Responsible and Sustainable Tourism



Strategic Plan Objective: Enhancing Residents' Quality of Life; To expand outdoor recreation, culture, and performing arts.

County Goals & Initiatives: Increase opportunities to enjoy outdoor recreation (Equestrian Events Center); Enhance indoor recreation (Indoor Equestrian Events Center)

Project Goals

Goal 1: Enhance Year-Round Usability

Goal 2: Promote Agricultural and Heritage Education

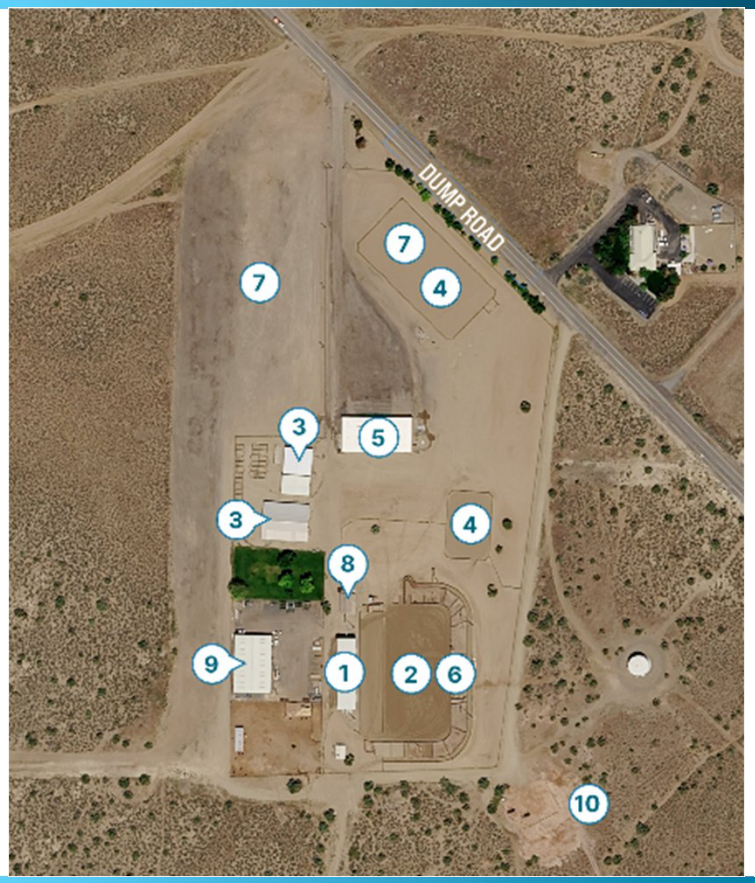
Goal 3: Improve Accessibility for Contestants and Visitors

Goal 4: Foster Economic Impact Through Regional Partnerships

Existing Conditions

The fairgrounds complex includes:

1. Grandstand Seating: 1,500 capacity (expandable to 2,500 with mobile bleachers)
2. Rodeo Arena: Equipped with chutes, pens, and staging area
3. Horse Barn: Accommodates equestrian participants
4. Practice Arena: For warm-ups and training
5. Pavilion: Multi-use indoor space
6. Announcer Booth: For rodeos and large-scale events
7. Animal Evacuation/Emergency Staging Areas
8. Concession and Restroom Buildings
9. Maintenance Building
10. Adjacent Facilities: Pine Nuts Disc Golf Course, Model Airplane Complex, Douglas County Shooting Range



Overview of Site Tours



Fallon Events Center

Population: 25,614 (micropolitan)

Key Takeaways: Rural fairground operations, seasonal challenges, year-round strategies



Winnemucca Events Center

Population: 17,564 (micropolitan)

Key Takeaways: 2,800-seat facility, 300 RV spaces, infrastructure challenges to avoid (sightline issues, aging systems, insufficient parking)

Overview of Site Tours



Murieta Equestrian Center

Population: 2.7M (Sacramento metro)

Key Takeaways: High-capacity multi-arena design (5 indoor, 12 outdoor arenas), 379 permanent + 500 portable stalls, 180,000 annual visitors



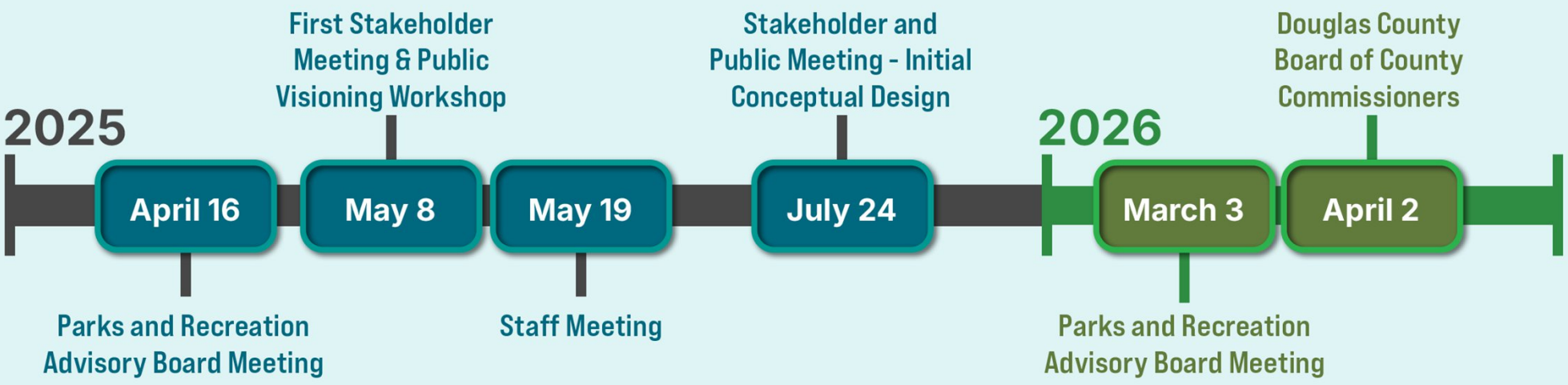
Desert International Horse Park

Population: 370,135 (Coachella Valley region)

Key Takeaways: Premium equestrian venue, 1.6M sq ft competition space, 15 weeks annual programming, attracts national/international competitions

Public Outreach

Public Engagement Timeline



Public outreach included stakeholder meetings, public workshops, county department coordination, and collaboration with BLM on adjacent federal lands — ensuring the plan reflects local priorities and regional goals.

Community Priorities

Public input identified the following top priorities, which directly informed facility programming throughout the master plan. Priorities are shown with their comment count and description.

Bathrooms	31	Not enough existing facilities
Arenas	24	Multiple arenas needed: indoor, outdoor, covered, practice (3,000-5,000 seat capacity)
Parking	16	Competitor, overflow, accessible, multiple areas
Horses Only Area	12	No motorized vehicles
RV Facilities	9	Event-specific, 40-300 spaces
Camping	8	Event-specific
Horse Trailer Parking	6	Easy drive-through, 300 spaces
Horse Stalls	6	Indoor and outdoor, washing areas
Meeting Space	5	Community space, education, non-profits
Concessions	4	Multiple areas needed

Fairgrounds Master Plan Overview

1. Cultural Center and Overflow Parking, Future Phase
2. Cultural Education Center Meeting Space, Future Phase
3. 500 Space Parking Lot, Phase 1
4. Spectator Entry
5. Main Indoor Arena, 4500 Seats, Phase 1
6. Community Building, Phase 2
7. Indoor Practice Arena, Future Phase
8. Contestant Entry & Staging Area
9. Covered Outdoor Arena, 4500 Seats, Future Phase
10. Practice Arena, 300'x150'
11. 192 Space Horse Barn, Phase 2
12. Maintenance, Future Phase
13. Emergency Evacuation Spaces, Phase 1 & 2
14. Lawn, Phase 2
15. Park Playground & Dog Park
16. Individual Holding Pens
17. Existing Arena
18. 4-H Facilities




1 Indoor Events Center

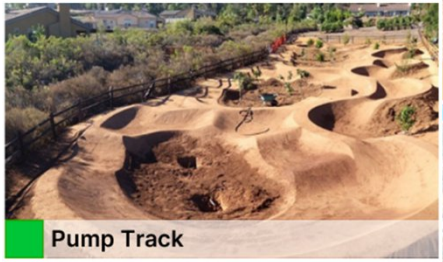

2 Community Building


DOUGLAS COUNTY ARENA
3 Outdoor Arena


HORSE BARN
4 Horse Barn


DUMP ROAD
BLM
1
2
3
4
DUMP ROAD











Activity Area
88± acres for archery, BMX, and outdoor recreation.

BLM Multi-Use Trail
270± acres, 5+ miles of multi-use trails for hikers, bikers, equestrians. No motorized vehicles.





Implementation Plan

Phase 1: Indoor multi-use events center, 500 paved parking spaces

Phase 2: Community building, 10-acre lawn, 192-stall horse barn, 500 additional paved parking spaces, 100 emergency evacuation/event parking spaces

Construction Cost Estimates

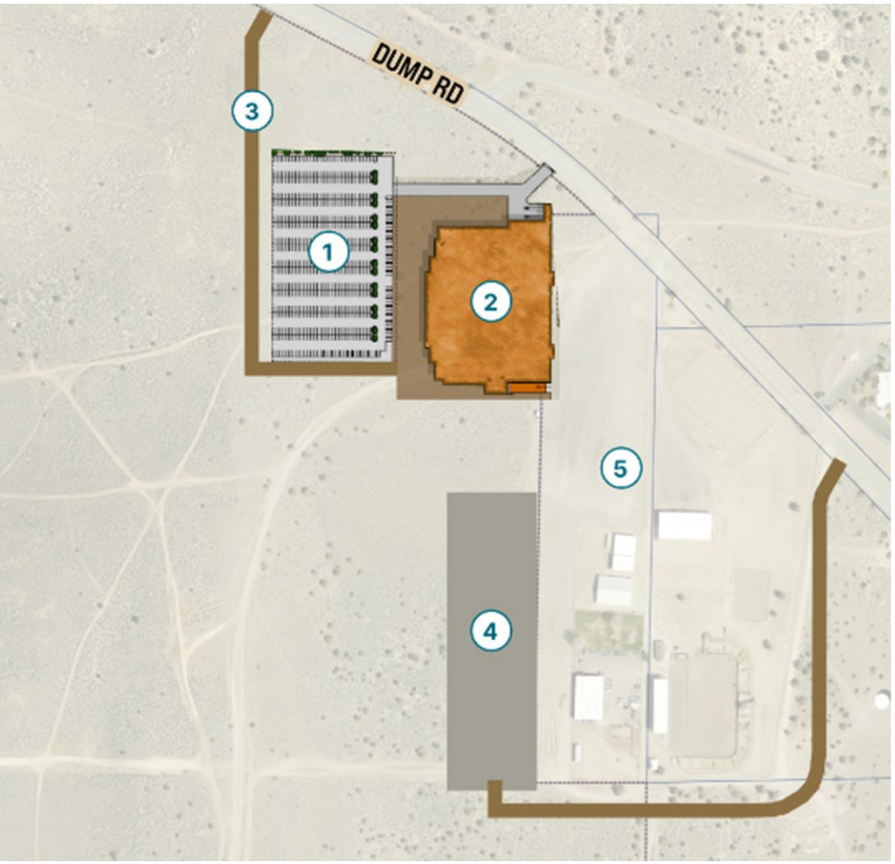
Phase 1 Construction Costs: **$87,400,000**

Phase 2 Construction Costs: **$66,998,475**

Total Phase 1 and Phase 2: **$154,398,475**

Phase 1 Overview

Establishes the foundation for year-round operations and enables hosting of mid-sized regional events, addressing the most critical current deficiencies.



Phase 1 Components

1. Parking (500 paved spaces)
2. Indoor Multi-Use Events Center (4,500 seat)
3. Temporary Access Road
4. Temporary Gravel Parking
5. Existing facilities to remain operational and may include some improvements as needed

- Site Access improvements
- Infrastructure (utilities, lighting, security)
- Staffing: 1 Park Ranger

Estimated Construction Cost: $87,400,000

(Does not include improvements to existing facilities)

Phase 1: Indoor Multi-Use Events Center





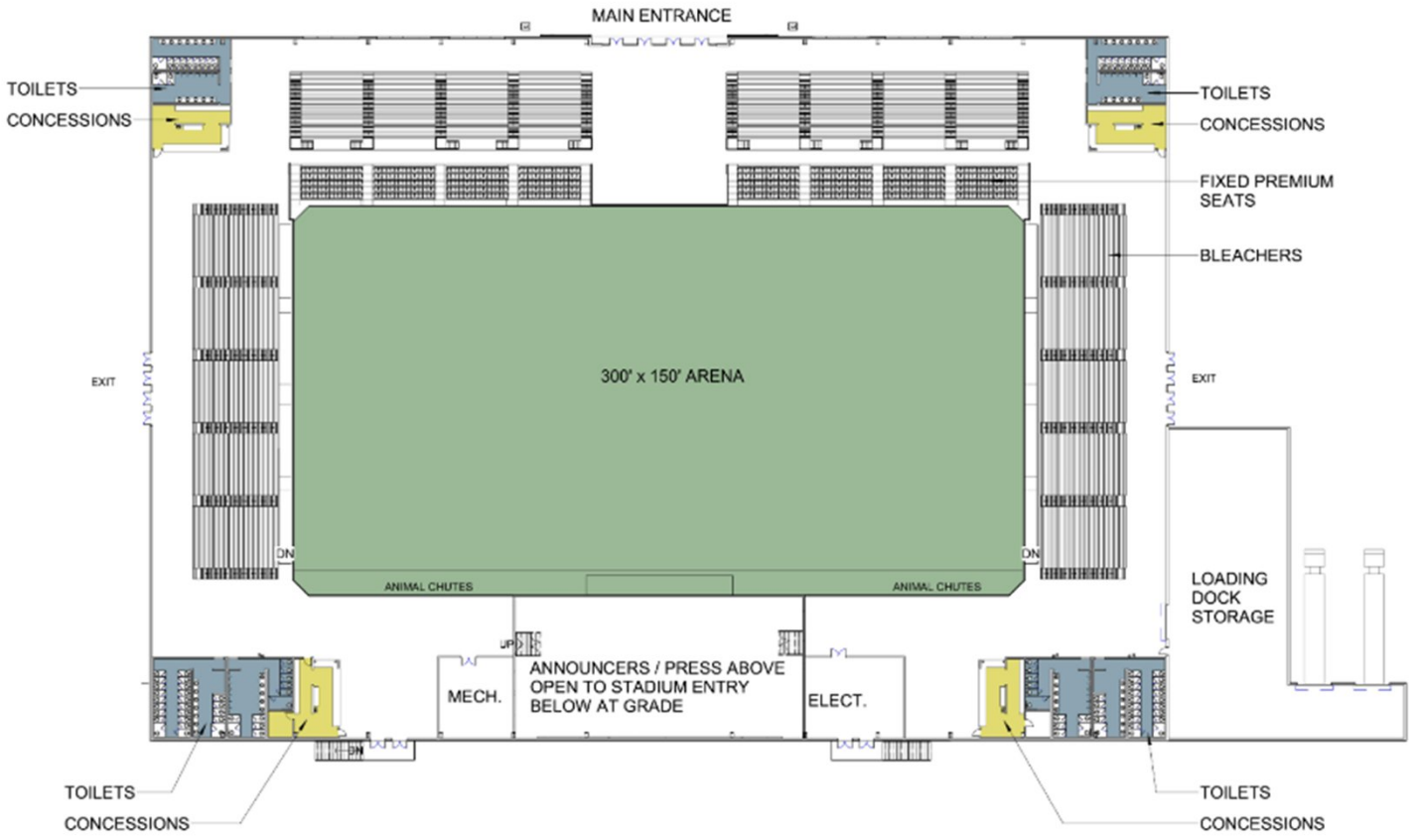
Indoor Multi-Use Events Center

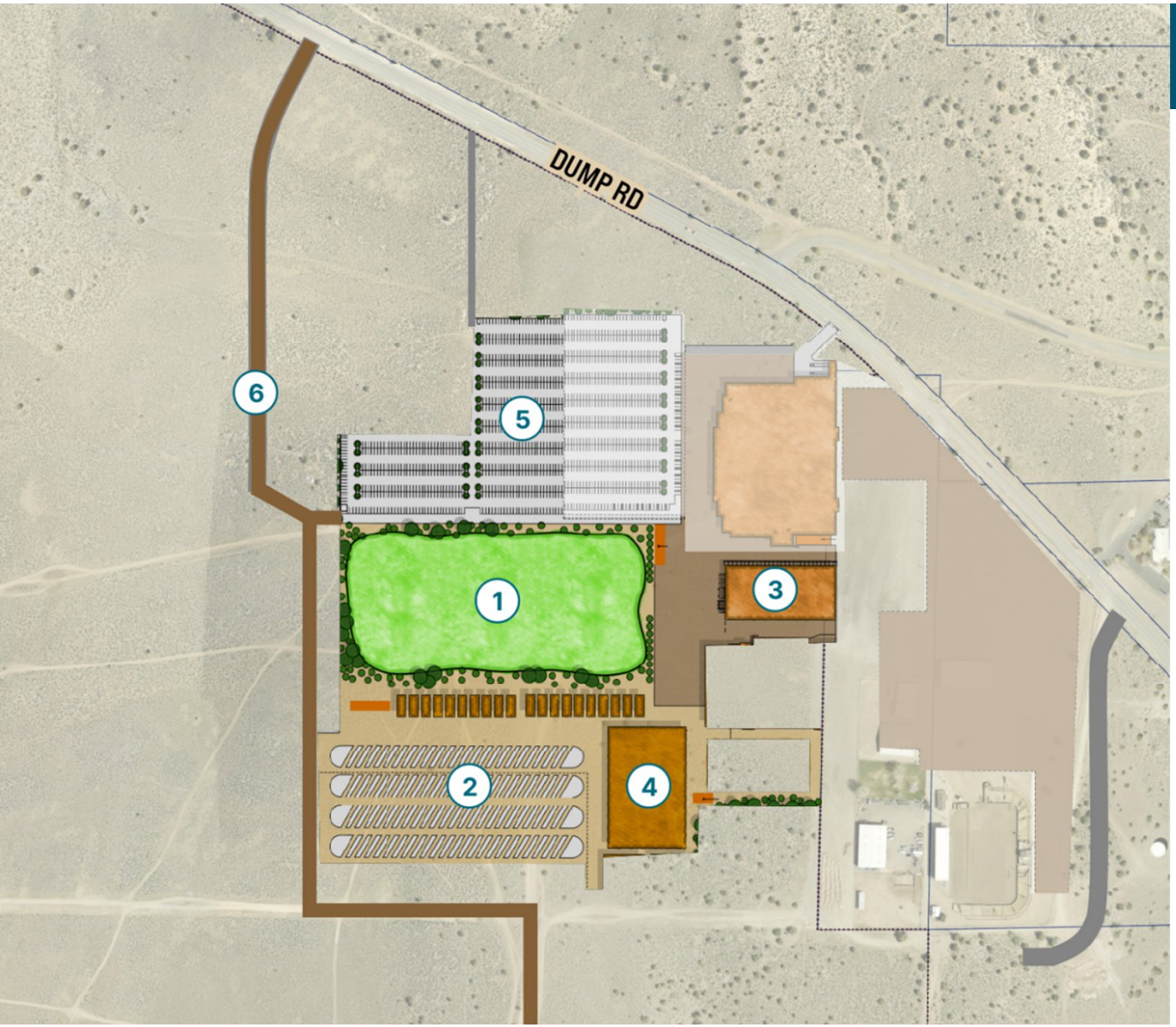
The 4,500-seat Indoor Multi-Use Events Center is a transformative addition designed to support year-round programming and attract regional events to Douglas County.

* *Existing Facility to Remain Operational*

Phase 1: Indoor Multi-Use Events Center

- 4,500 seats with optimized sightlines for diverse event types
- Upper bleachers can be collapsed, allowing for flexible space
- 175’ x 307’ arena with minimum 45’ clear height
- Climate control for all-season operation
- Professional lighting and sound systems
- Concessions, ticketing offices, announcer booth
- Adjacent to livestock holding pens and barns for efficient animal-based event logistics
- Equipped for rodeos, livestock shows, concerts, trade shows, community gatherings, and emergency response staging





Phase 2 Overview

Enhances community programming and agricultural education while improving contestant accommodations for equestrian events.

Phase 2 Components

1. 10 Acre Lawn
2. 100 Emergency Evacuation/Event Parking
3. Community Building
4. New 192-stall Horse Barn
5. Additional 500 paved parking spaces
6. New Access Road

Estimated Construction Cost: $66,998,475

Phase 2: Outdoor Lawn Area









- Outdoor festivals and community celebrations
- Informal recreation and picnicking
- Overflow spectator areas during major events
- Emergency staging and evacuation operations
- Temporary vendor and exhibition space

Phase 2: Community Building



Emergency Operations Center:

- Primary coordination point for emergency response
- Redundant power, secure communications, real-time data access
- Multi-agency collaboration space with flexible workstations

Vendor and Exhibition Space:

- Dedicated vendor areas for craft fairs, farmers markets, trade shows
- Proximity to arenas ensures high foot traffic during events
- Registration, hospitality, VIP functions

Multi-Use Facility:

- Fully enclosed for year-round use
- Heating, cooling, lighting, flexible layouts
- Community meetings, workshops, banquets, celebrations

Phase 2: Horse Barn & Holding Pens (192 Stalls)



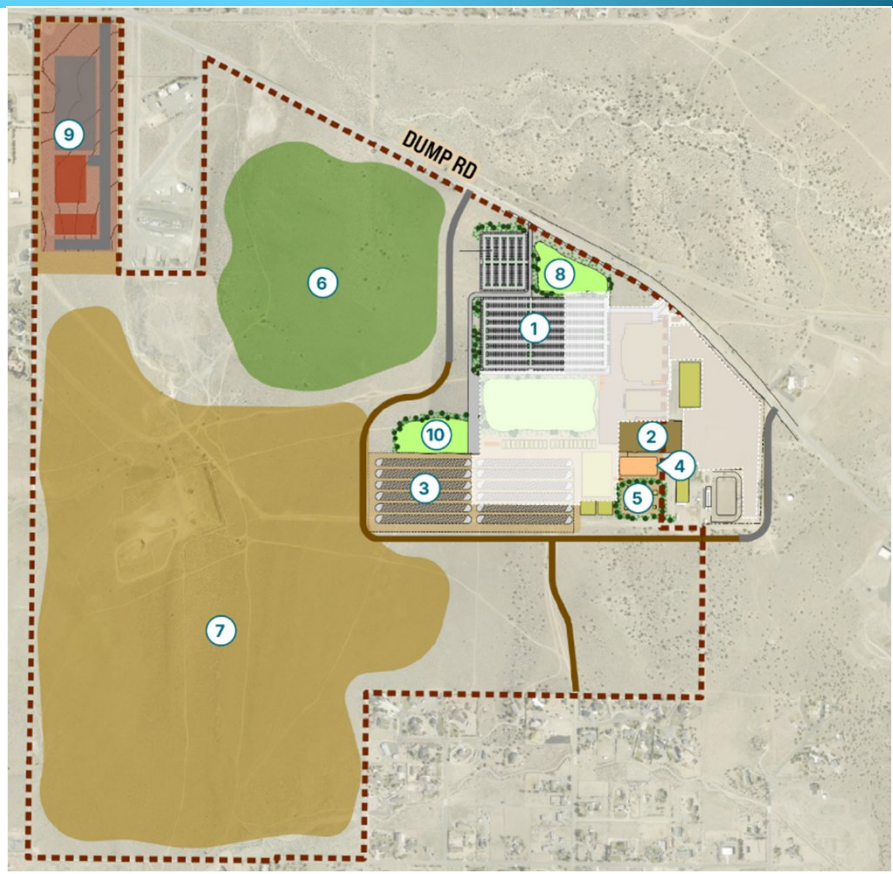


- Individual 12’ x 12’ stalls with proper ventilation
- Wash racks and farrier stations
- Tack storage and competitor amenity areas
- Direct access to arenas and practice areas
- Individual Holding Pens
- Temporary event-day housing near competition arenas
- Reduces congestion and improves animal welfare
- Strategic positioning adjacent to Indoor Multi-Use Events Center and Covered Arena

Future Phases

Future Phase Components:

1. Expanded paved parking
2. Covered Arena (4,500 capacity)
3. Expanded Emergency Evacuation / Event Parking
4. Indoor Practice Arena
5. 4-H Facilities
6. BLM Activity Area (±65 Acres)
7. BLM Multi-Use Trail Network (±245 Acres)
8. Cultural Center
9. Potential County Maintenance Facility (±25 Acres)
10. Playground and Dog Park



Operations

Revenue Streams

- Arena rentals (sports, concerts, rodeos)
- Facility rentals for private events
- Vendor and concession operations
- Stall and event parking rental income
- Sponsorship and partnership agreements
- Educational program fees

Cost Centers

- Staffing and benefits
- Facility maintenance and utilities
- Capital improvements and equipment

Growth Strategy

- Host regional and state-level events
- Partner with 4-H, schools, and tourism boards
- Develop year-round programming
- Leverage cultural and outdoor assets for grants

Revenue Potential: Outdoor Recreation

Nevada's Economic Footprint

- $24B total contribution | $13.7B annual output | $8.1B to state GDP (3.3%)
- 75,000+ jobs supported statewide

Why It Matters

- #2 industry in Nevada — surpassing mining
- 4th fastest-growing outdoor rec sector in the U.S. (12.8%)
- 40% of economic benefits flow to rural counties (just 10% of population)
- $2.06B in estimated annual avoided healthcare costs

Broader Economic Influence in Nevada

- Recreation activity fuels multiple industries, including; Hospitality, retail, manufacturing, healthcare, recreation services, and small businesses.
- Overlapping recreation user groups – hikers who hunt; skiers who also fish – show the interconnected nature of Nevada's recreation economy.
- Helps attract and retain talent by offering a high quality of life and strong community identity.

Horse Events Economic Impact on Local Economies

- Reno Rodeo (10-day): $50–57M+ annually (~$5.35M/day)
- Snaffle Bit Futurity (10-day, Reno): $8–10M annually
- Ariat World Series of Team Roping Finale (10-day, Las Vegas): $20.4M+ in payouts; 5,000+ teams (2025)
- Desert International Horse Park / HITS Thermal (6-month season, Thermal, CA): ~$260M annually; peak Jan–Mar

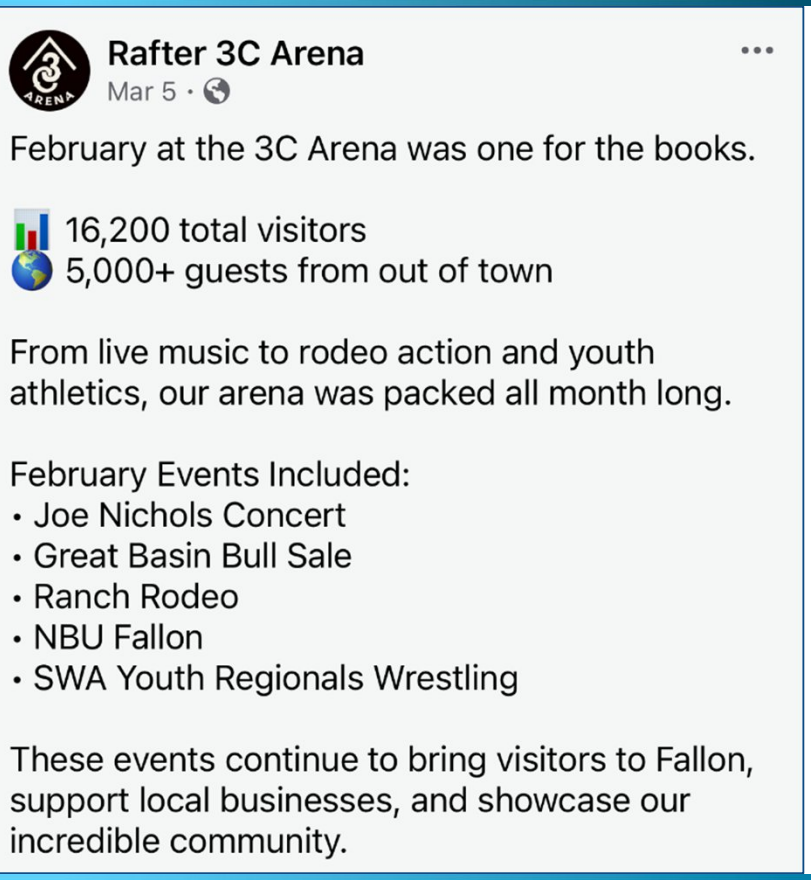
Note: Minden hosted HITS shows 2000–2003 (Bently Ranch, Hwy 395)

Revenue Potential: Fallon Rafter 3C Arena

Rafter 3C Arena, February 2026

- 16,200 Visitors
- 5000+ Out-of-Town Guests

In fiscal year 2022-2023, the Rafter 3C Arena and larger 3C Event Complex (formerly the fairgrounds) brought in $8.49 million to the local area. In 2023-2024, the local economic impact had risen to $11.6 million, and by 2024-2025, that number topped $12 million.



Rafter 3C Arena
Mar 5 ·

February at the 3C Arena was one for the books.

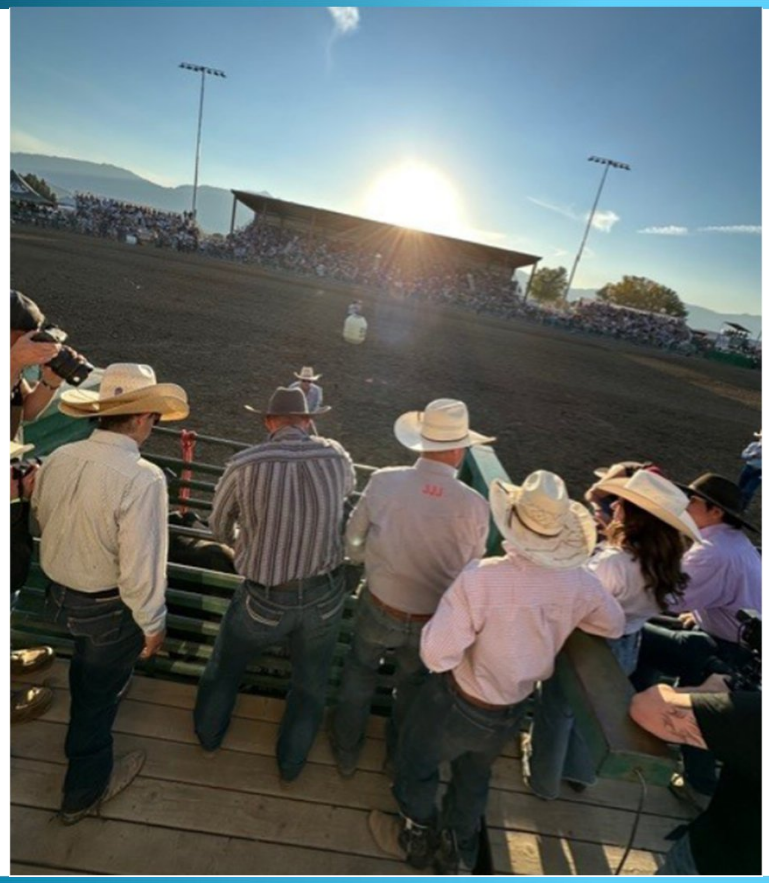
16,200 total visitors
5,000+ guests from out of town

From live music to rodeo action and youth athletics, our arena was packed all month long.

February Events Included:
- Joe Nichols Concert
- Great Basin Bull Sale
- Ranch Rodeo
- NBU Fallon
- SWA Youth Regionals Wrestling

These events continue to bring visitors to Fallon, support local businesses, and showcase our incredible community.

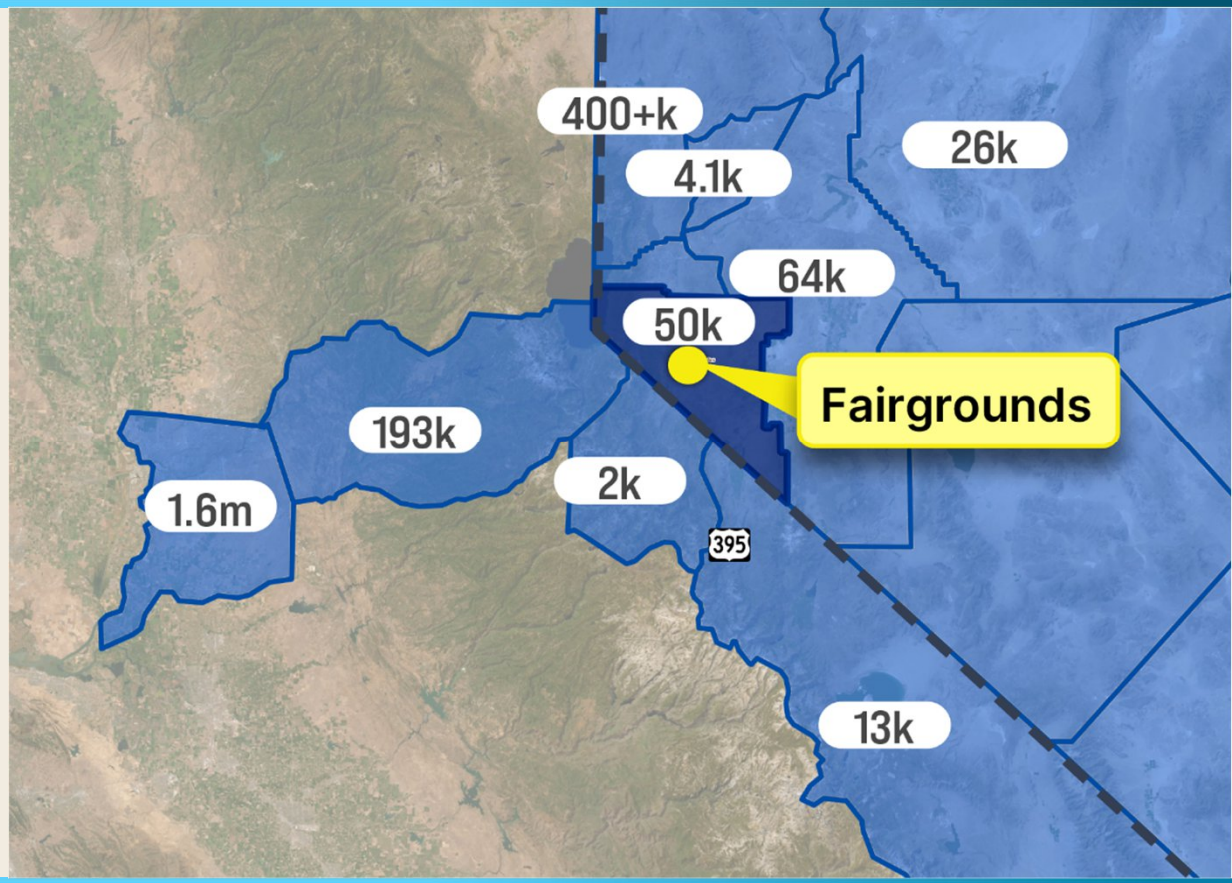
Revenue Potential: Douglas County Fairgrounds



- Estimated visitor spending increased by 2.4% from 2024 to
- Estimated event attendance of the fairgrounds increased by 26.1% from 2024 to 2025
- Estimated total attendance of the fairgrounds increased by 17.0% from 2024 to 2025 (total year and includes both residents and visitors)

Regional Reach

Over 780,000 residents within 90 minutes and 2 Million within 2 hours (including Sacramento metro). This positions Douglas County to attract major regional events.



Next Steps

Seek Funding for Phase 1

- Design
- Existing Facility Enhancements
- Indoor Events Center Construction

Questions or Comments?

We welcome your questions, feedback, and input as this plan moves forward

DOUGLAS COUNTY
Community Services Department

Frame ARCHITECTURE, INC

WOOD RODGERS

Community Services Department



EXECUTIVE SUMMARY

Mission Statement

To preserve and celebrate Douglas County's rural character by developing the fairgrounds into a vibrant, inclusive, year-round community hub that supports agriculture, celebrates local traditions, and strengthens cultural and economic vitality for generations to come.

Supporting Douglas County Strategic Plan Objectives:

Preserving Douglas County's Natural Beauty & Rural Character; "Leave a Legacy" for future generations.

Enhancing Residents' Quality of Life; To expand outdoor recreation, culture, and performing arts.

Project Goals

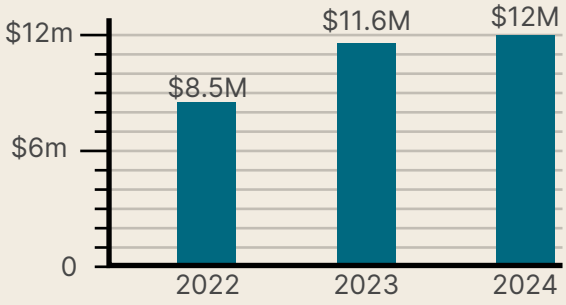
Goal 1: Enhance Year-Round Usability

Goal 2: Promote Agricultural and Heritage Education

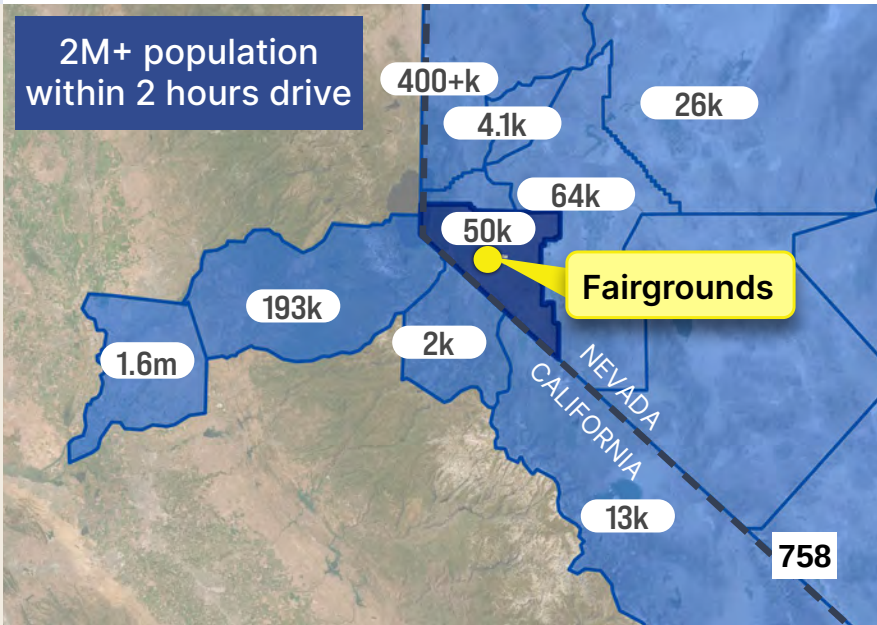
Goal 3: Improve Accessibility for Contestants and Visitors

Goal 4: Foster Economic Impact Through Regional Partnerships

Economic Impact Example: Fallon Rafter 3C Arena - Area Revenue



Includes concerts, rodeos, special events, and youth sports



FAIRGROUNDS MASTER PLAN

The Master Plan expands the current 36-acre fairgrounds into an adjacent BLM parcel, creating a 104-acre year-round regional destination for competitive events, community gatherings, agricultural education, and emergency management.





1 Indoor Events Center



2 Community Building

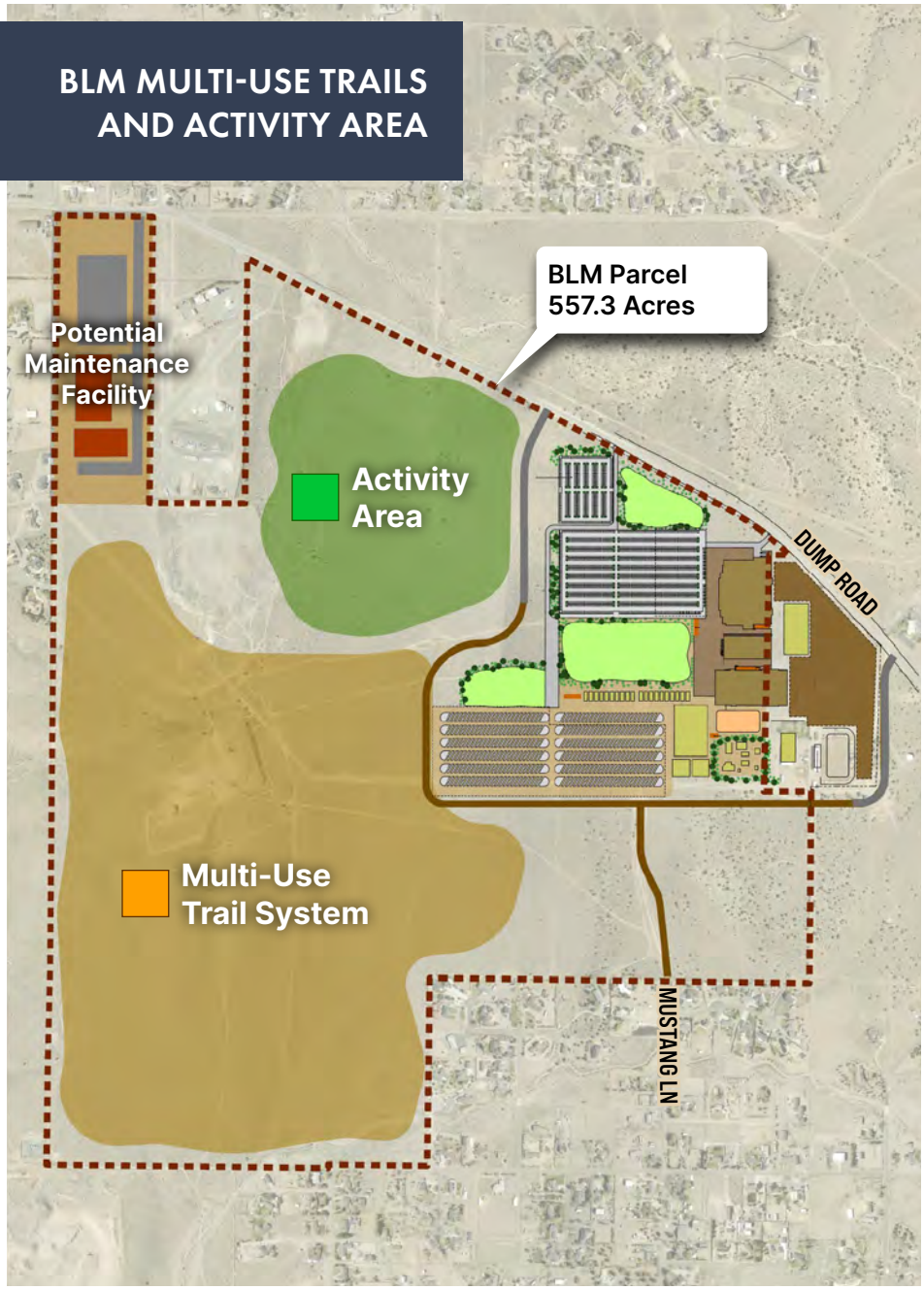


3 Outdoor Arena



4 Horse Barn

BLM MULTI-USE TRAILS AND ACTIVITY AREA



BLM Multi-Use Trail
270± acres, 5+ miles of multi-use trails for hikers, bikers, equestrians. No motorized vehicles.



Bicycle — Source: CVTA



Equestrian



Hiking

Activity Area
88± acres for archery, BMX, and outdoor recreation.



Archery Range



Pump Track



IMPLEMENTATION PLAN

Phase 1: Indoor multi-use events center, 500 paved parking spaces

Phase 2: Community building, 10 acre lawn, 192-stall horse barn, 500 additional paved parking spaces, 100 emergency evacuation/event parking spaces

Construction Cost Estimates

Phase 1 Construction Costs: **$87,400,000**

Phase 2 Construction Costs: **$66,998,475**

Total Phase 1 and Phase 2: **$154,398,475**

Operations

Revenue Streams

- Arena rentals (sports, concerts, rodeos)
- Facility rentals for private events
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Cost Centers

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- Facility maintenance and utilities
- Capital improvements and equipment

Growth Strategy

- Host regional and state-level events
- Partner with 4-H, schools, and tourism boards
- Develop year-round programming
- Leverage cultural and outdoor assets for grants



Douglas County Fairgrounds Master Plan



Community Services Department

DRAFT

March 3rd, 2026

Acknowledgements

Douglas County Commissioners

- Mark Gardner, Chairman District 3
- Nathan Tolbert, Vice Chair, District 5
- Danny Tarkanian, Commissioner, District 1
- Sharla Hales, Commissioner, District 2
- Wesley Rice, Commissioner, District 4

Douglas County Parks and Recreation Advisory Board:

- Brenda Robertson
- Kelly Gardner
- Melissa Lynn Ward
- Debra Lang
- Gary S Dove
- Cherise Smith
- Linda Gilkerson, Douglas County School District Representative
- Markus Zinke Douglas County School District Representative
- Nathan Tolbert Douglas County Commissioner Representative
- Mark Gardner Douglas County Commissioner Representative

Douglas County Manager's Office

- County Manager- Jenifer Davidson
- Asst. County Manager- Wendy Lang
- Chief Operating Officer- Kathy Lewis

Douglas County Community Services Department:

- Brook Adie, Director
- Ryan Stanton, Deputy Director

Prepared By

Frame Architecture, Inc

Wood Rodgers

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Community Services Department



EXECUTIVE SUMMARY

Mission Statement

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Supporting Douglas County Strategic Plan Objectives:

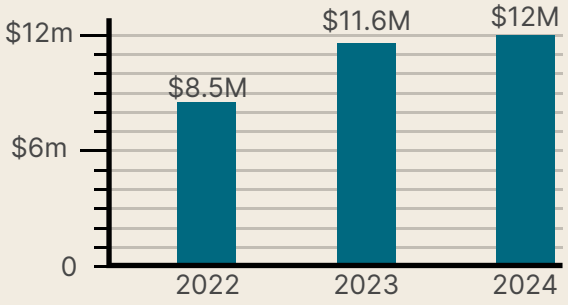
Preserving Douglas County's Natural Beauty & Rural Character; "Leave a Legacy" for future generations.

Enhancing Residents' Quality of Life; To expand outdoor recreation, culture, and performing arts.

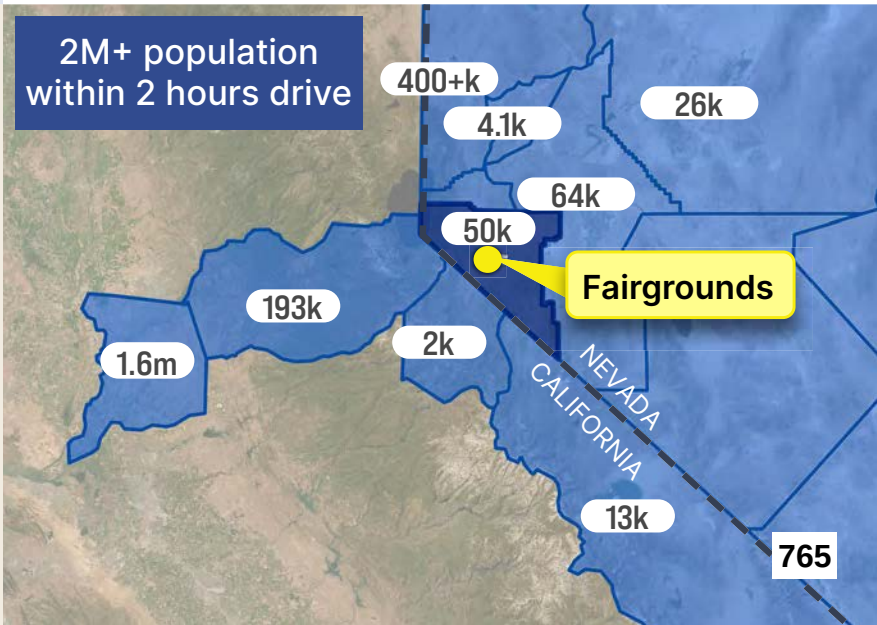
Project Goals

- **Goal 1:** Enhance Year-Round Usability
- **Goal 2:** Promote Agricultural and Heritage Education
- **Goal 3:** Improve Accessibility for Contestants and Visitors
- **Goal 4:** Foster Economic Impact Through Regional Partnerships

Economic Impact Example: Fallon Rafter 3C Arena - Area Revenue



Includes concerts, rodeos, special events, and youth sports



FAIRGROUNDS MASTER PLAN

The Master Plan expands the current 36-acre fairgrounds into an adjacent BLM parcel, creating a 104-acre year-round regional destination for competitive events, community gatherings, agricultural education, and emergency management.





1 Indoor Events Center



2 Community Building

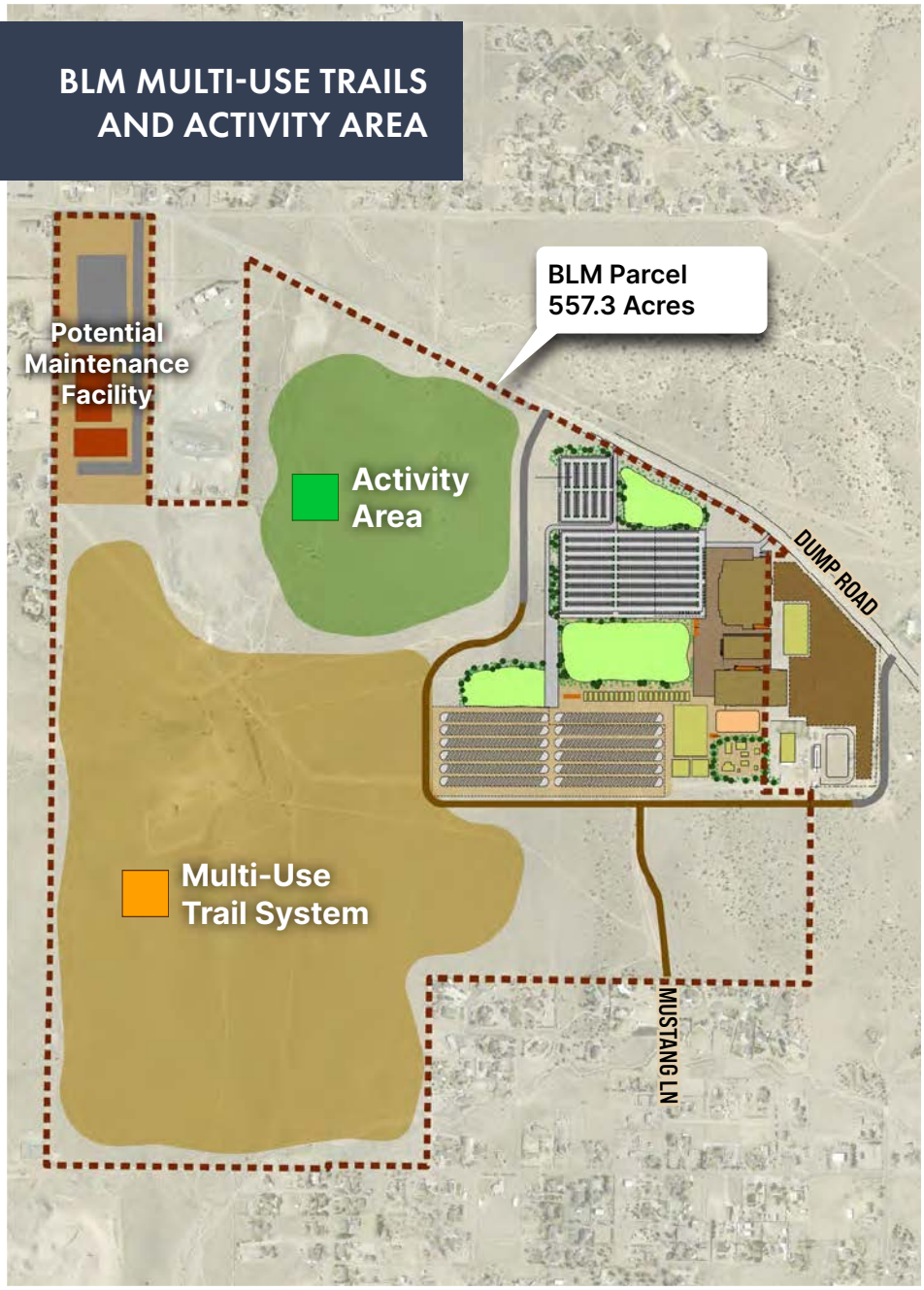


3 Outdoor Arena



4 Horse Barn

BLM MULTI-USE TRAILS AND ACTIVITY AREA



BLM Multi-Use Trail
270± acres, 5+ miles of multi-use trails for hikers, bikers, equestrians. No motorized vehicles.



Bicycle — Source: CVTA



Equestrian



Hiking

Activity Area
88± acres for archery, BMX, and outdoor recreation.



Archery Range

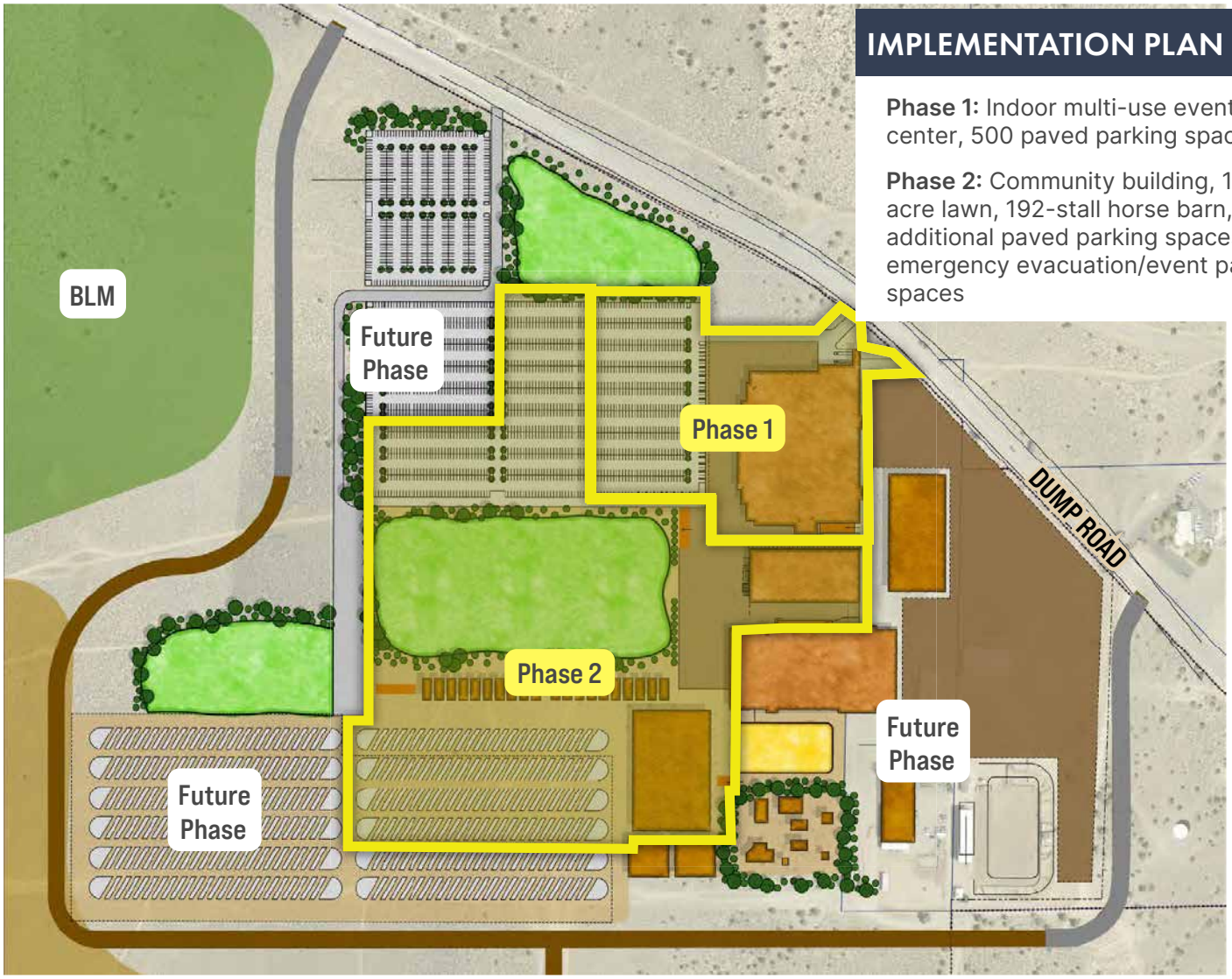


Pump Track

IMPLEMENTATION PLAN

Phase 1: Indoor multi-use events center, 500 paved parking spaces

Phase 2: Community building, 10 acre lawn, 192-stall horse barn, 500 additional paved parking spaces, 100 emergency evacuation/event parking spaces



Construction Cost Estimates

Phase 1 Construction Costs: **$87,400,000**

Phase 2 Construction Costs: **$66,998,475**

Total Phase 1 and Phase 2: **$154,398,475**

Operations

Revenue Streams

- Arena rentals (sports, concerts, rodeos)
- Facility rentals for private events
- Vendor and concession operations
- Stall and event parking rental income
- Sponsorship and partnership agreements
- Educational program fees

Cost Centers

- Staffing and benefits
- Facility maintenance and utilities
- Capital improvements and equipment

Growth Strategy

- Host regional and state-level events
- Partner with 4-H, schools, and tourism boards
- Develop year-round programming
- Leverage cultural and outdoor assets for grants

1. INTRODUCTION

Nestled in the heart of the Carson Valley, the Douglas County Fairgrounds serve as a vital gathering place for a community deeply rooted in agricultural heritage, rural traditions, and a strong sense of neighborly connection. This master plan study is designed to guide the thoughtful expansion and enhancement of the fairgrounds, ensuring they continue to reflect and support the values, lifestyle, and aspirations of Douglas County residents.

Douglas County is characterized by its open landscapes, working ranches, and small-town charm. The fairgrounds are more than just an event space—they are a cultural cornerstone where generations come together to celebrate livestock shows, rodeos, seasonal festivals, and youth development programs like 4-H and Future Farmers of America. As the county grows and evolves, it is essential that the fairgrounds remain a place where rural identity is honored and community life is enriched.

This master plan outlines a vision for expanding the fairgrounds to better serve year-round needs, address emergency management, improve accessibility, and foster economic and educational opportunities. It is informed by local input, regional trends, and a commitment to preserving the rural character that makes Douglas County unique.

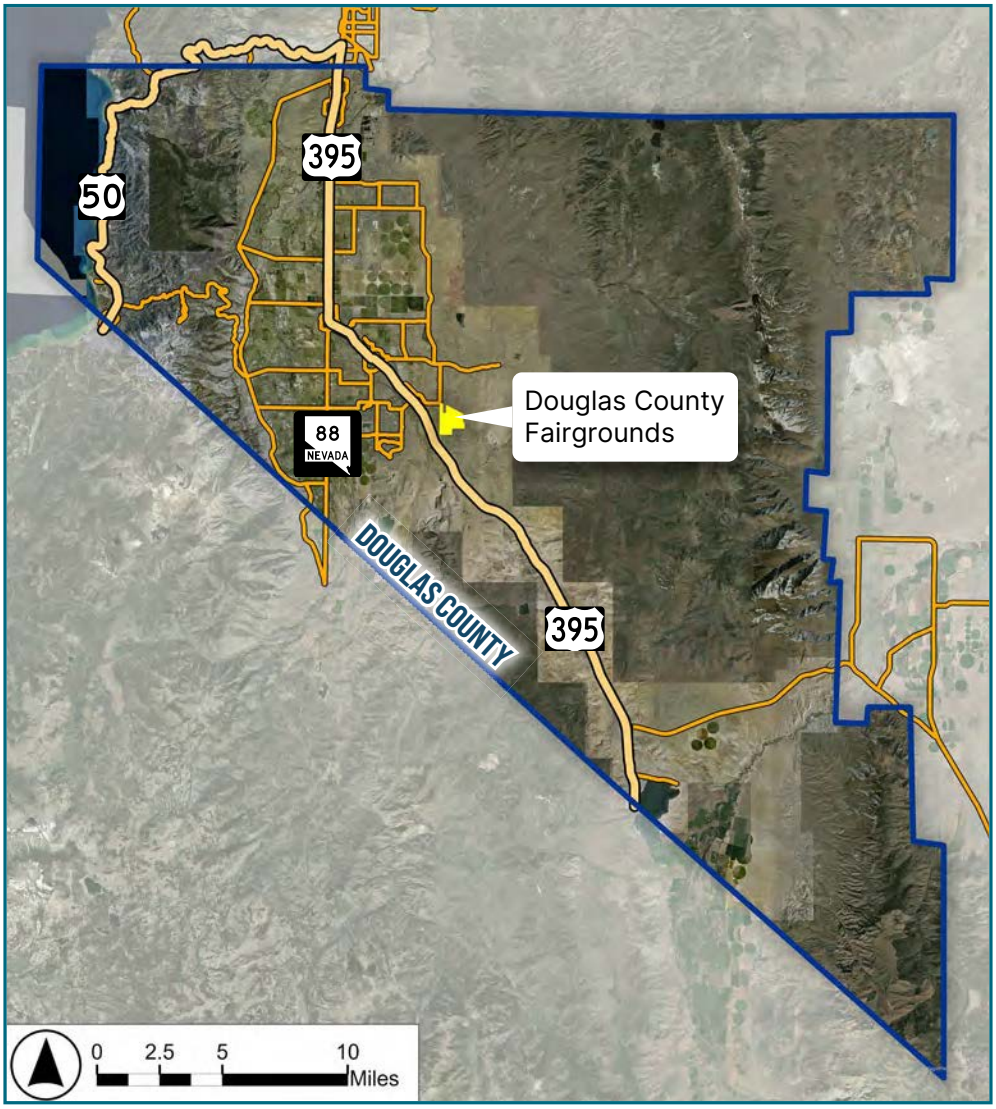


Figure 1: *Vicinity Map*

Mission Statement

To preserve and celebrate Douglas County's rural character by developing the fairgrounds into a vibrant, inclusive, year-round community hub that supports agriculture, celebrates local traditions, and strengthens cultural and economic vitality for generations to come.

Supporting Douglas County Strategic Plan Objectives

Strategic Plan Objective: Preserving Douglas County's Natural Beauty & Rural Character; "Leave a Legacy" for future generations.

County Goals & Initiatives: Preserve Heritage and Culture, Responsible and Sustainable Tourism

Strategic Plan Objective: Enhancing Residents' Quality of Life; To expand outdoor recreation, culture, and performing arts.

County Goals & Initiatives: Increase opportunities to enjoy outdoor recreation (Equestrian Events Center); Enhance indoor recreation (Indoor Equestrian Events Center)

Project Goals

The Douglas County Fairgrounds Master Plan directly supports the county's strategic plan objectives and goals. By creating a multi-use facility, the fairgrounds improvements will serve as a catalyst for tourism, economic development, and community engagement year-round.

Goal 1: Enhance Year-Round Usability

Indoor and covered arenas, improved site access, and upgraded infrastructure enable operations regardless of weather conditions, addressing current seasonal limitations.

Key Improvements: 4,500-seat indoor events center, 4,500-seat covered arena, climate control systems, upgraded utilities and lighting.

Goal 2: Promote Agricultural and Heritage Education

Dedicated cultural center and educational spaces showcase local history, ranching traditions, and sustainable practices, preserving county identity for future generations.

Key Improvements: Cultural center, 4-H facilities (2-acre complex), livestock barns, educational programming spaces.

Goal 3: Improve Accessibility for Contestants and Visitors

Expanded parking, RV accommodations, and ADA-compliant pathways throughout the site improve experience for all visitors while ensuring facilities meet modern accessibility standards.

Key Improvements: 1,500-space parking lot, 300 emergency management/event parking sites with hookups, 192-stall horse barn, ADA-compliant pathways.

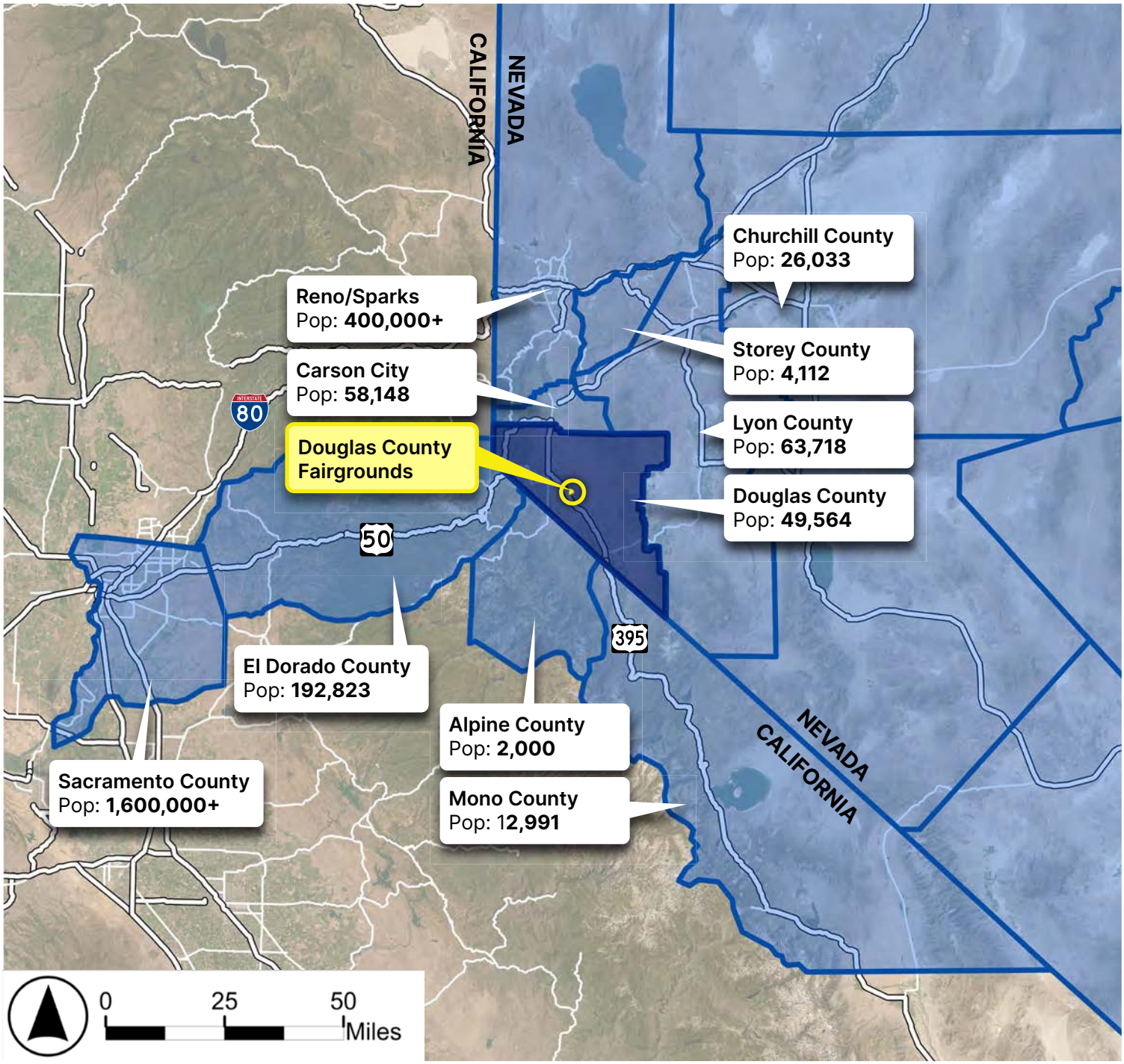
Goal 4: Foster Economic Impact Through Regional Partnerships

Positioning the fairgrounds as a regional hub for equestrian, agricultural, and other events attracts visitors, generates economic activity, and strengthens partnerships with industry organizations.

Key Improvements: Regional event hosting capability through both indoor and outdoor venues, vendor opportunities, partnerships with tourism and agricultural organizations.

Population Estimates

The Douglas County Fairgrounds are situated within 1-2 hours from large population centers. According to the US Census July 1, 2024 estimates (www.census.gov) the Douglas County Fairgrounds are surrounded by a population of over 780,000+ people that are within a 30-to-90-minute drive. Expanding slightly further to just over a 2-hour drive including Sacramento, CA and surrounding communities and you add in nearly 2,000,000+ additional people. For comparison, Night in the Country held in Yerington, NV, a rural area within the same population region hosts around 10,000 people annually with growing numbers each year.



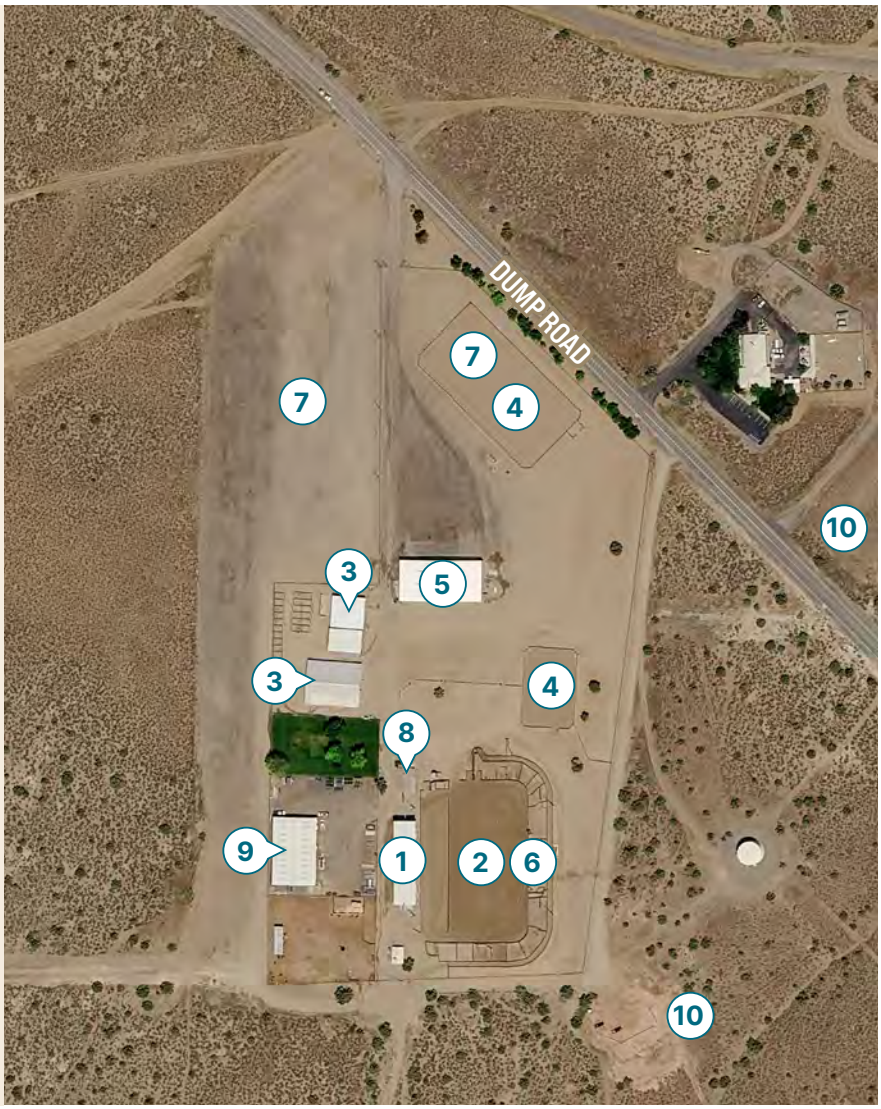
2. EXISTING FACILITIES OVERVIEW

The Douglas County Fairgrounds (located at 920 Pinenut Road) is a vital community asset serving as a hub for cultural, recreational, and agricultural events in the Carson Valley. Spanning approximately 36 acres, the fairgrounds offer facilities that support year-round programming, including rodeos, concerts, trade shows, festivals, and community gatherings. The site is also critical for emergency management, providing essential infrastructure for disaster response, evacuation, and resource staging during regional emergencies.

Existing Facilities

The fairgrounds complex includes:

1. **Grandstand Seating:** 1,500 capacity (expandable to 2,500 with mobile bleachers)
2. **Rodeo Arena:** Equipped with chutes, pens, and staging area
3. **Horse Barn:** Accommodates equestrian participants
4. **Practice Arena:** For warm-ups and training
5. **Pavilion:** Multi-use indoor space
6. **Announcer Booth:** For rodeos and large-scale events
7. Animal Evacuation/Emergency Staging Areas
8. Concession and Restroom Buildings
9. Maintenance Building
10. **Adjacent Facilities:** Pine Nuts Disc Golf Course, Model Airplane Complex, Douglas County Shooting Range



The Douglas County Fairgrounds is surrounded by complementary recreational facilities. Within a half-mile radius: dog park, Douglas County Shooting Range, Pine Nuts Disc Golf Course, Model Airplane Complex, and multiple off-road trails serving hikers, bikers, motorized vehicles, and equestrians. The fairgrounds also has adjacency to the Douglas County Animal Shelter and Transfer Station.

Events and Programming

Emergency Operations: The fairgrounds serve as an Emergency Operations Command Center (EOC) and large-animal evacuation site. Recent activations include Connor Fire (June 2025), Numbers Fire (July 2024), Spring Valley Fire (July 2024), Tamarack Fire (July 2021), and Monarch Fire (June 2020). These activations highlighted the need for expanded infrastructure including restrooms, showers, RV hookups, and strengthened IT/communications systems.

Douglas County Rodeo: Annual multi-day celebration featuring traditional rodeo events, live music, freestyle motocross, local vendors, and family activities.

Safety Street Halloween: Family-friendly trick-or-treat event hosted by Douglas County Sheriff's Office, featuring decorated booths, games, and costume contests.

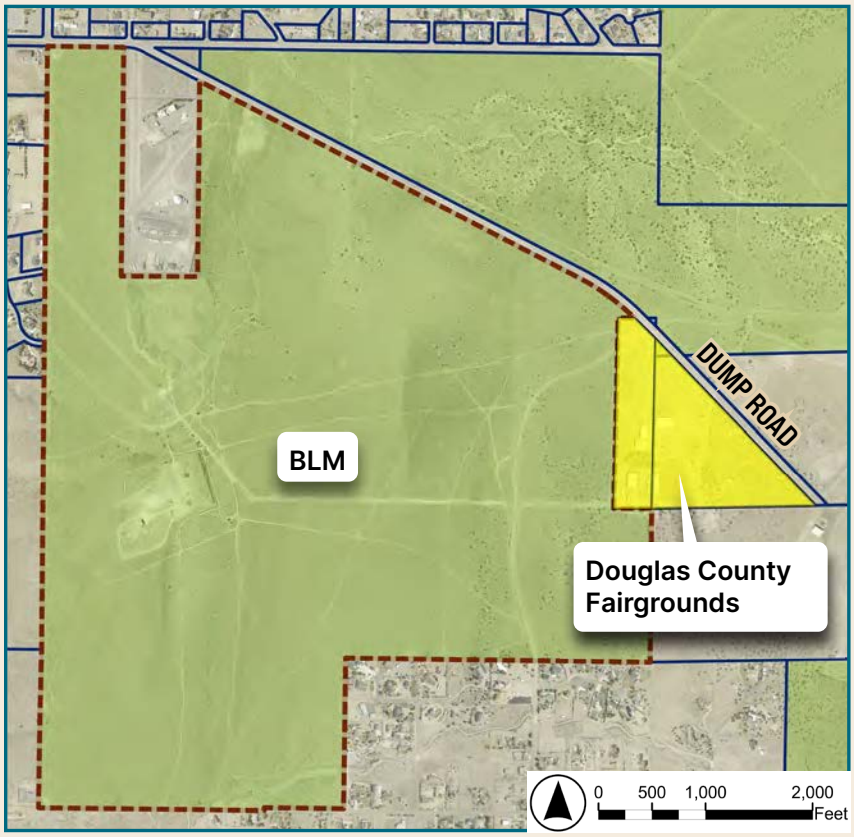
Trade Shows and Expositions: Agricultural expos, craft fairs, vendor markets, and specialty exhibitions supporting regional commerce and networking.

Equestrian Events and 4-H Activities: Horse shows, carriage shows, driving trials, and 4-H programs (ages 5-19) offering hands-on learning in equestrian care, livestock management, and youth development.



Community Gatherings and Private Rentals: Weddings, family reunions, nonprofit fundraisers, club meetings, and civic ceremonies.

MAYHEMilition: High-energy demolition derby and motorsports event benefiting Northern Nevada youth livestock groups.



BLM Parcel

Adjacent to the fairgrounds is a 557± acre Bureau of Land Management (BLM) parcel offering expansion opportunities. The property is currently undeveloped and consists of open space and existing trails.

Overview of Site Tours

The project team conducted comprehensive site tours of other fairgrounds to assess similar facilities, infrastructure, and their operations. The tours provided valuable information and informed design strategies and operational models for the Douglas County Fairgrounds Masterplan. Below are the four facilities that Douglas County staff and the project team toured with key takeaways from each. For a more detailed summary of each site tour, see **Appendix A**.



Facility: Fallon Events Center

Location: Churchill County, NV

Population: 25,614 (micropolitan)

Key Takeaways: Rural fairground operations, seasonal challenges, year-round strategies



Facility: Winnemucca Events Center

Location: Humboldt County, NV

Population: 17,564 (micropolitan)

Key Takeaways: 2,800-seat facility, 300 RV spaces, infrastructure challenges to avoid (sightline issues, aging systems, insufficient parking)



Facility: Murieta Equestrian Center

Location: Rancho Murieta, CA

Population: 2.7M (Sacramento metro)

Key Takeaways: High-capacity multi-arena design (5 indoor, 12 outdoor arenas), 379 permanent + 500 portable stalls, 180,000 annual visitors



Facility: Desert International Horse Park

Location: Thermal, CA

Population: 370,135 (Coachella Valley region)

Key Takeaways: Premium equestrian venue, 1.6M sq ft competition space, 15 weeks annual programming, attracts national/international competitions

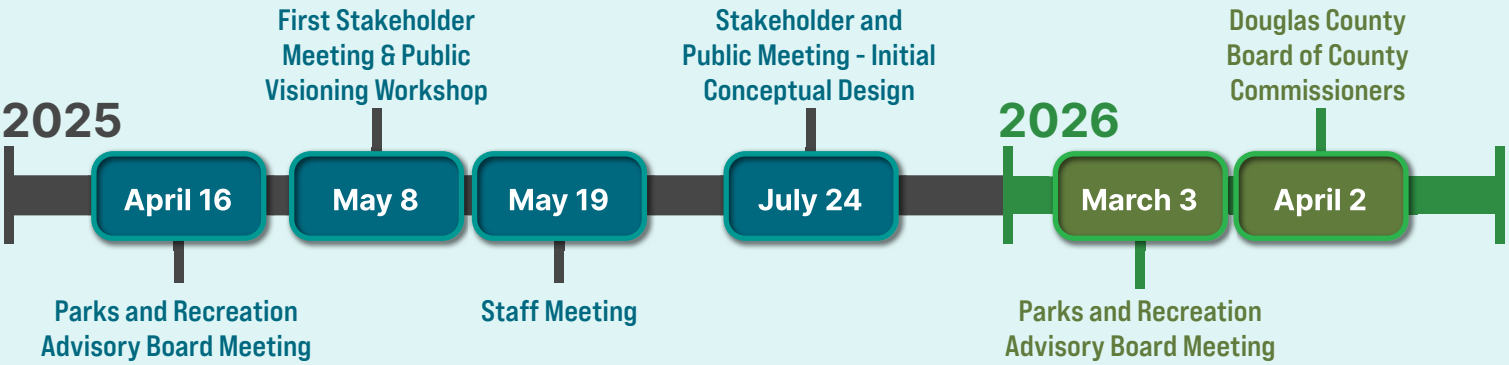
Key Design Implications:

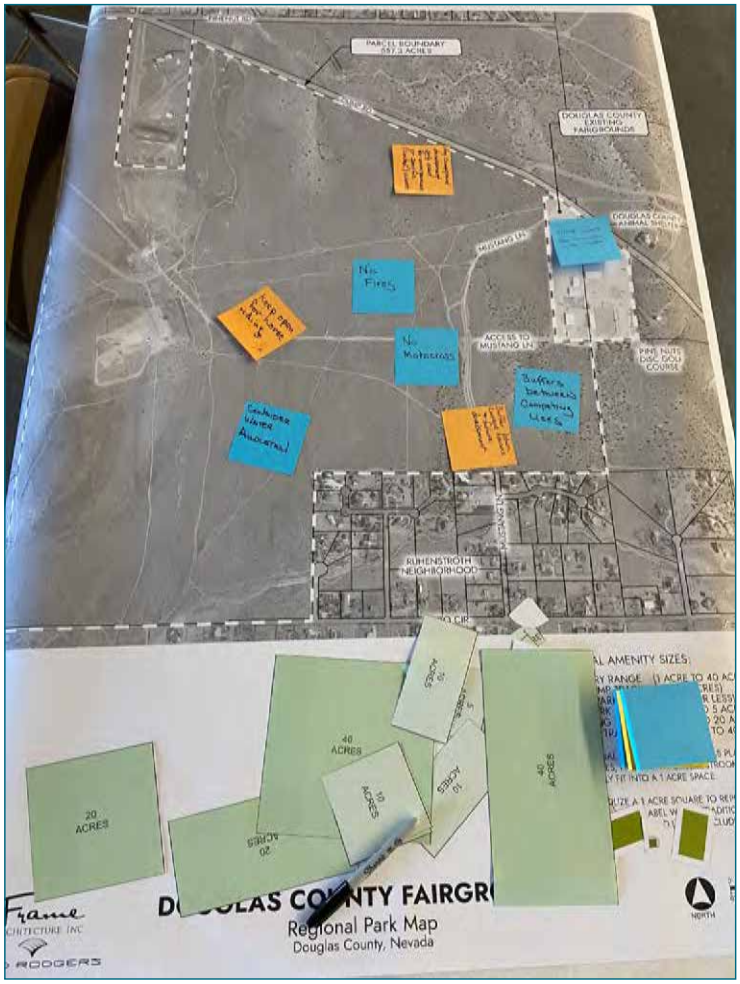
- Multiple arena strategy maximizes event capacity and scheduling flexibility
- Adequate contestant support facilities (stalls, RV hookups, practice areas) are essential for attracting regional events
- Infrastructure quality (sightlines, lighting, parking) directly impacts event hosting capability
- Proximity to larger population centers increases economic potential but rural venues can succeed with proper amenities

3. PUBLIC OUTREACH

Public outreach for the Douglas County Fairgrounds Master Planning process involved stakeholder meetings, public workshops, coordination with county departments, and collaboration with the BLM regarding adjacent federal lands. This comprehensive engagement process ensured the plan reflects local priorities, regional connectivity goals, and coordination with federal land management objectives.

Public Engagement Timeline









Community Priorities

Public input identified the following top priorities, shown by priority name, number of comments received, and description.

Bathrooms	31	Not enough existing facilities
Arenas	24	Multiple arenas needed: indoor, outdoor, covered, practice (3,000-5,000 seat capacity)
Parking	16	Competitor, overflow, accessible, multiple areas
Horses Only Area	12	No motorized vehicles
RV Facilities	9	Event-specific, 40-300 spaces
Camping	8	Event-specific
Horse Trailer Parking	6	Easy drive-through, 300 spaces
Horse Stalls	6	Indoor and outdoor, washing areas
Meeting Space	5	Community space, education, non-profits
Concessions	4	Multiple areas needed

These priorities directly informed facility programming decisions throughout the master plan.

Public Input Summary

Community engagement throughout the planning process generated significant input across multiple facility categories and regional planning considerations. Stakeholders emphasized the need for year-round usability, improved accessibility for contestants and visitors, and enhanced facilities to support the fairgrounds' role as a regional agricultural and cultural hub. Community members expressed strong support for preserving the site's rural character while expanding capacity to accommodate larger events and diverse programming.

Community input on the adjacent BLM parcel emphasized trail connectivity, outdoor recreation opportunities, and preservation of open space character. Stakeholders expressed support for linking the fairgrounds to regional trail systems while maintaining the rural landscape. Coordination with BLM focused on access, connectivity, and complementary uses that enhance both the fairgrounds and surrounding public lands.

Based on public outreach and visioning sessions for the Douglas County Fairgrounds Master Plan, several amenities emerged as the most desired by community members:

1. **Expanded Parking**
   - Current lack of organized and sufficient parking.
   - Suggestions included overflow parking and RV hookups specifically for rodeo contestants and event participants.
2. **Indoor Multi Use Climate Controlled Events Center**
   - Part of the county's strategic goals.
   - Residents supported the idea of a multi-use indoor facility for community events, sports, and gatherings.
3. **Improved Restroom Facilities**
   - The #1 comment from outreach sessions was the need for more and better bathrooms.
4. **Dog Park**
   - A frequently mentioned amenity, especially for families and pet owners.
5. **Equestrian Facilities**
   - Space for up to 100 horses was suggested, reflecting the area's rural and rodeo culture.
6. **Vendor and Concession Areas**
   - Community members expressed interest in designated spaces for food trucks, local vendors, and concessions.
7. **Grassy and Green Spaces**
   - Requests for more grassy areas for relaxation, picnics, and informal gatherings were common.

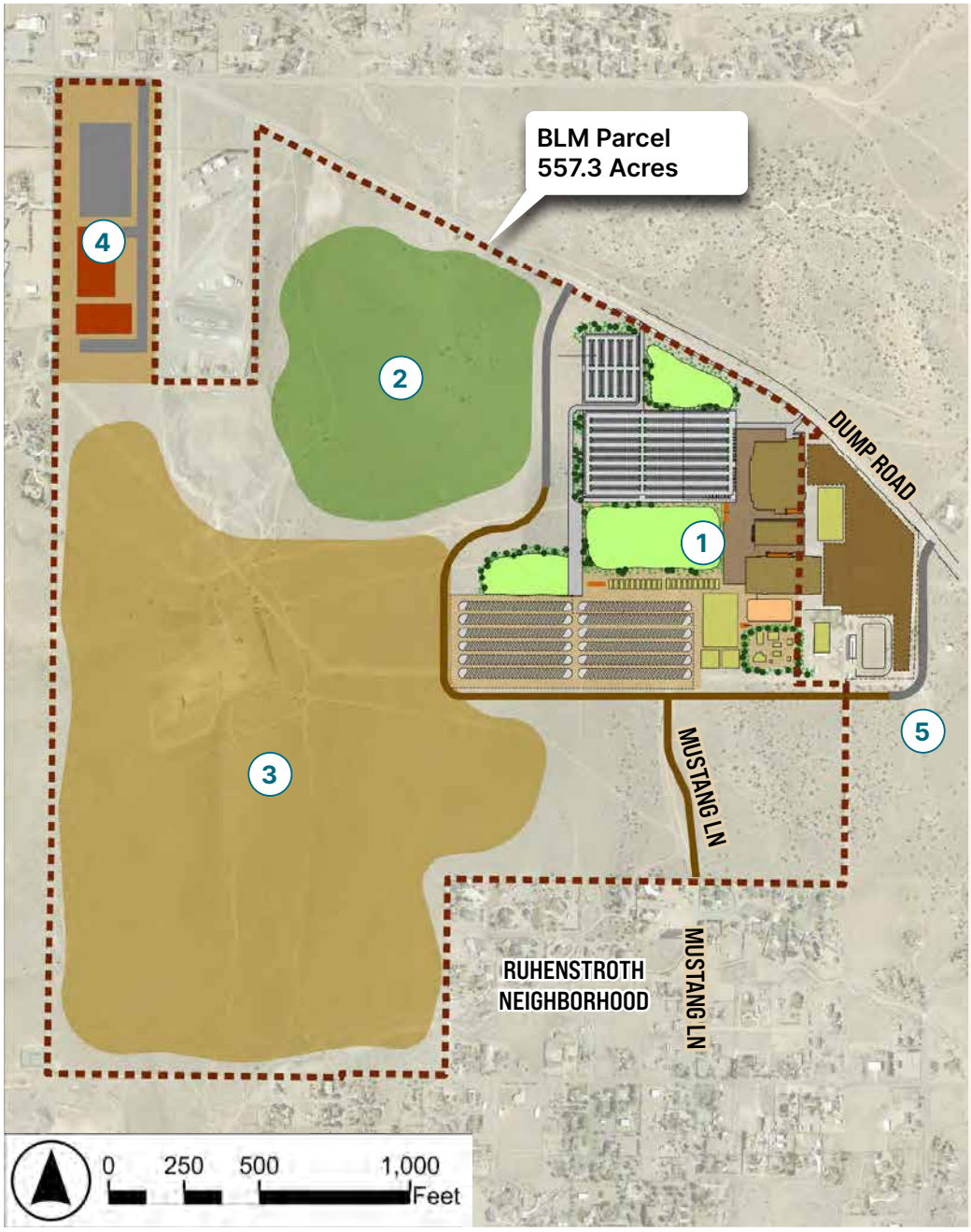




4. MASTER PLAN

Master Plan Overview

The Douglas County Fairgrounds Master Plan includes expansion of the current 36 acre site owned by Douglas County into the adjacent 557 acre BLM parcel. The expanded fairground encompasses 104 acres and supports a year-round regional destination serving competitive events, community gatherings, agricultural education, and emergency management. The plan organizes the site into distinct but interconnected zones supporting these overlapping uses while preserving rural character and agricultural heritage. The remainder of the BLM parcel, 453 acres, provides an opportunity for additional community recreation and expanded maintenance facilities for the overall site.

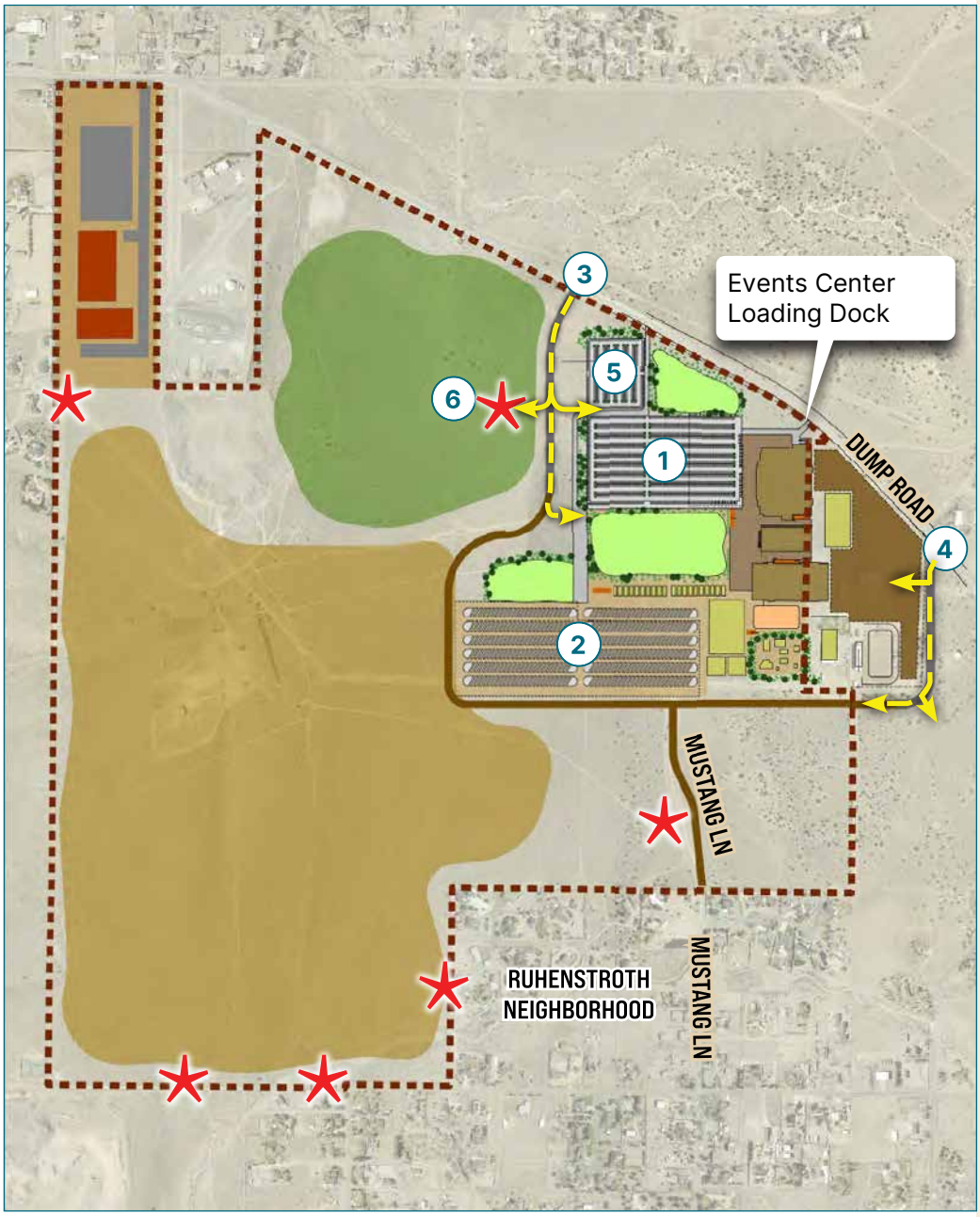


1. Improved Douglas County Fairgrounds Site
2. Future Active Amenity Area (±90 Acres)
   - Archery Range
   - Dirt Pump Track
3. Multi-Use Trail Zone (±270 Acres)
4. Potential County Maintenance Facilities (±25 Acres)
5. Pine Nuts Disc Golf Course

The master plan may include traditional park amentities such as playground structures, picnic ramadas, restrooms, etc. generally fit into a 1 acre space.

Site Access and Parking

Site access, visitor parking, and emergency management/event parking will be phased based on the need for each phase of the project. Traffic Management: Internal roads, directional signage, and controlled access



1. **Primary Parking**
   - 1,500 Spaces
   - ADA-compliant spaces throughout
   - Direct routes to event venues
2. **Emergency Evacuation / Event Parking**
   - 300 large space parking area
   - Event Use: Contestant and special event parking with electrical/water hookups, access to barns and arenas
   - Emergency Use: Evacuation staging for temporary shelter and livestock holding during regional emergencies (wildfires, floods)
3. **Primary Access**
   - Visitor access
   - BLM recreation site access
4. **Secondary Access**
   - Direct contestant and staff access to barns, holding pens, event parking, and competition venues
   - Access to Pinenut Disc Golf Course
5. **Secondary Parking**
   - Overflow visitor parking for events
   - Parking for future cultural center
6. **Recreation Parking**
   - Active recreation parking
   - Trailhead

Douglas County Fairgrounds Master Plan Overview



1. Cultural Center and Overflow Parking, Future Phase
2. Cultural Education Center Meeting Space, Future Phase
3. 500 Space Parking Lot, Phase 1
4. Spectator Entry
5. Main Indoor Arena, 4500 Seats, Phase 1
6. Community Building, Phase 2
7. Indoor Practice Arena, Future Phase
8. Contestant Entry & Staging Area
9. Covered Outdoor Arena, 4500 Seats, Future Phase
10. Practice Arena, 300'x150'
11. 192 Space Horse Barn, Phase 2
12. Maintenance, Future Phase
13. Emergency Evacuation Spaces, Phase 1 & 2
14. Lawn, Phase 2
15. Park Playground & Dog Park
16. Individual Holding Pens
17. Existing Arena
18. 4-H Facilities

Key Organizing Principles

Dual-Purpose Infrastructure: Every major facility serves both everyday programming and emergency response needs. The fairgrounds have been activated repeatedly as an Emergency Operations Center during wildfires, and the master plan strengthens this critical role.

Separation of Traffic Flows: Contestants, spectators, and emergency vehicles utilize dedicated circulation routes, reducing congestion and improving safety.

Phased Implementation: Development proceeds strategically over 20+ years, balancing immediate community needs with funding availability.

Year-Round Operation: Indoor and covered facilities overcome weather limitations that currently restrict programming to fair-weather months.

Regional Competitiveness: Facility sizing and amenities position Douglas County to attract major equestrian and agricultural events, generating tourism revenue.



Circulation Strategy

Contestant Circulation: Direct access from Pinenut Road to Support Zone, bypassing spectator traffic. Wide turn radii accommodate large vehicles and trailers.

Spectator Circulation: Two public entrances leading to parking and venue access, with ADA-compliant pathways connecting all facilities.

Emergency Circulation: Clear routes for emergency vehicles with access to all facilities. Evacuation routes provide safe egress for large crowds.



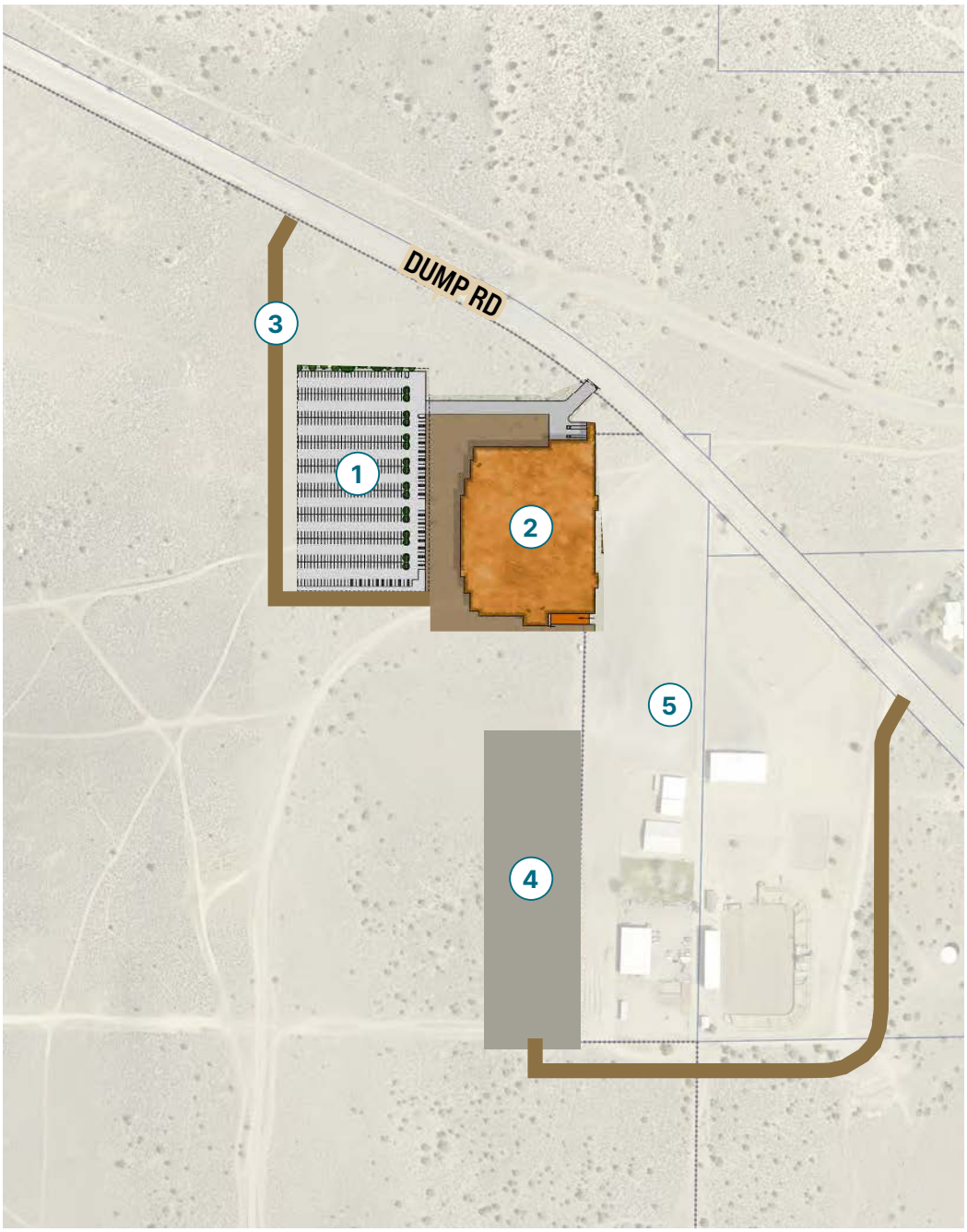




Douglas County Fairgrounds Master Plan Phasing

Phase 1 - Indoor Multi-Use Events Center

Phase 1 establishes the foundation for year-round operations and enables hosting of mid-sized regional events, addressing the most critical current deficiencies.



Phase 1 Components:

1. Parking (500 paved spaces)
2. Indoor Multi-Use Events Center (4,500 seat)
3. Temporary Access Road
4. Temporary Gravel Parking
5. Existing facilities to remain operational and may include some improvements as needed

- Site Access improvements
- Infrastructure (utilities, lighting, security)
- Staffing: 1 Park Ranger

Estimated Construction Cost: $87,400,000*

***Note:** Does not include improvements to existing facilities

Alignment with Strategic Plan: Indoor Recreation, Responsible and Sustainable Tourism, Enhance Quality of Life, Economic Vitality

Indoor Multi-Use Events Center

The 4,500-seat Indoor Multi-Use Events Center is a transformative addition designed to support year-round programming and attract regional events to Douglas County.

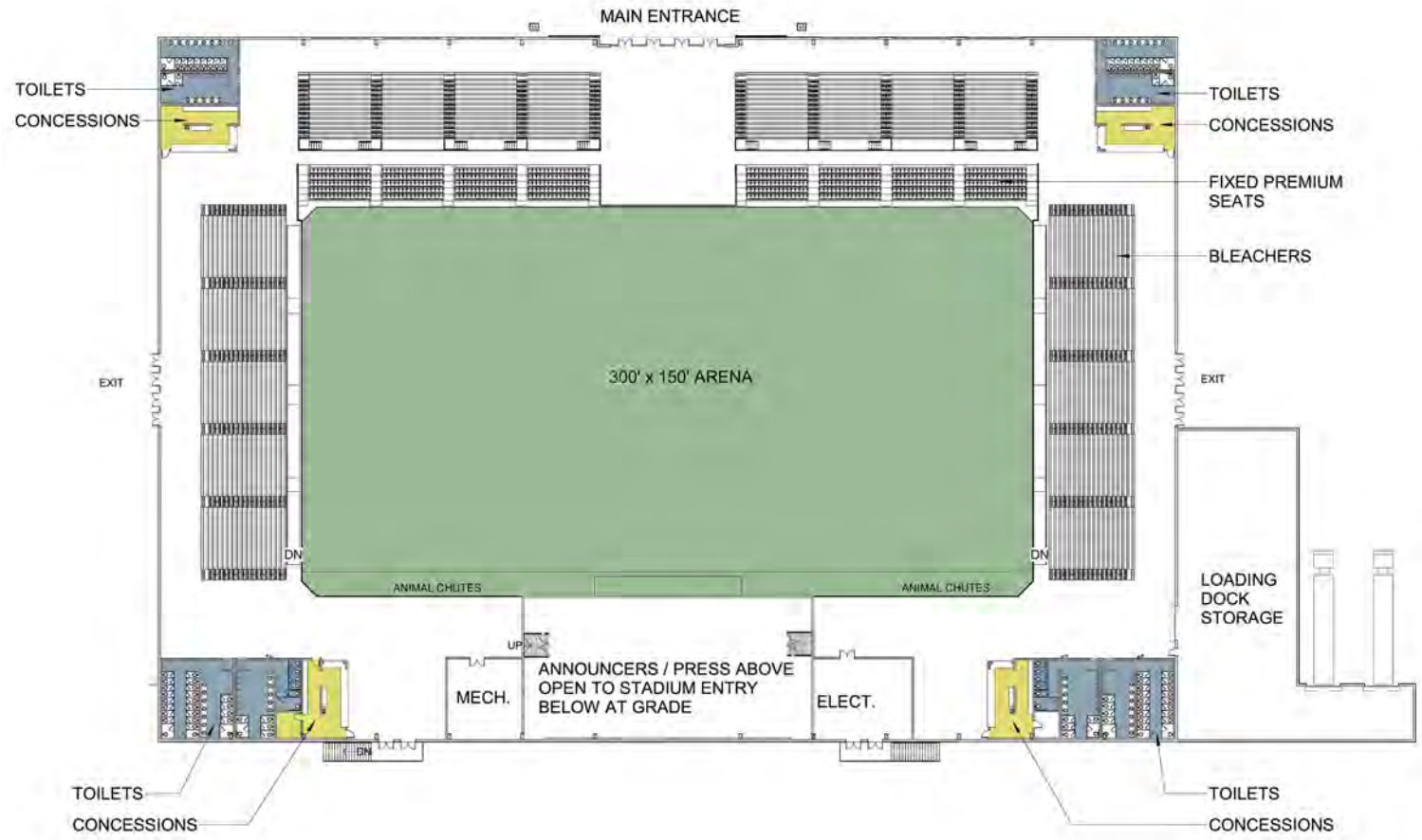




Key Features:

- 4,500 seats with optimized sightlines for diverse event types
- Upper bleachers can be collapsed, allowing for flexible space
- 175’ x 307’ arena with minimum 45’ clear height
- Climate control for all-season operation
- Professional lighting and sound systems
- Concessions, ticketing offices, announcer booth
- Adjacent to livestock holding pens and barns for efficient animal-based event logistics
- Equipped for rodeos, livestock shows, concerts, trade shows, community gatherings, and emergency response staging

This facility positions Douglas County as a competitive destination for regional and potentially national events while supporting local programming and emergency operations.



Existing Outdoor Arena Remains

The existing 2,500-seat outdoor arena (1,500 fixed + 1,000 mobile bleachers) continues serving the fairgrounds during and after Phase 1 development, providing seasonal event capacity and complementing the new indoor facility.

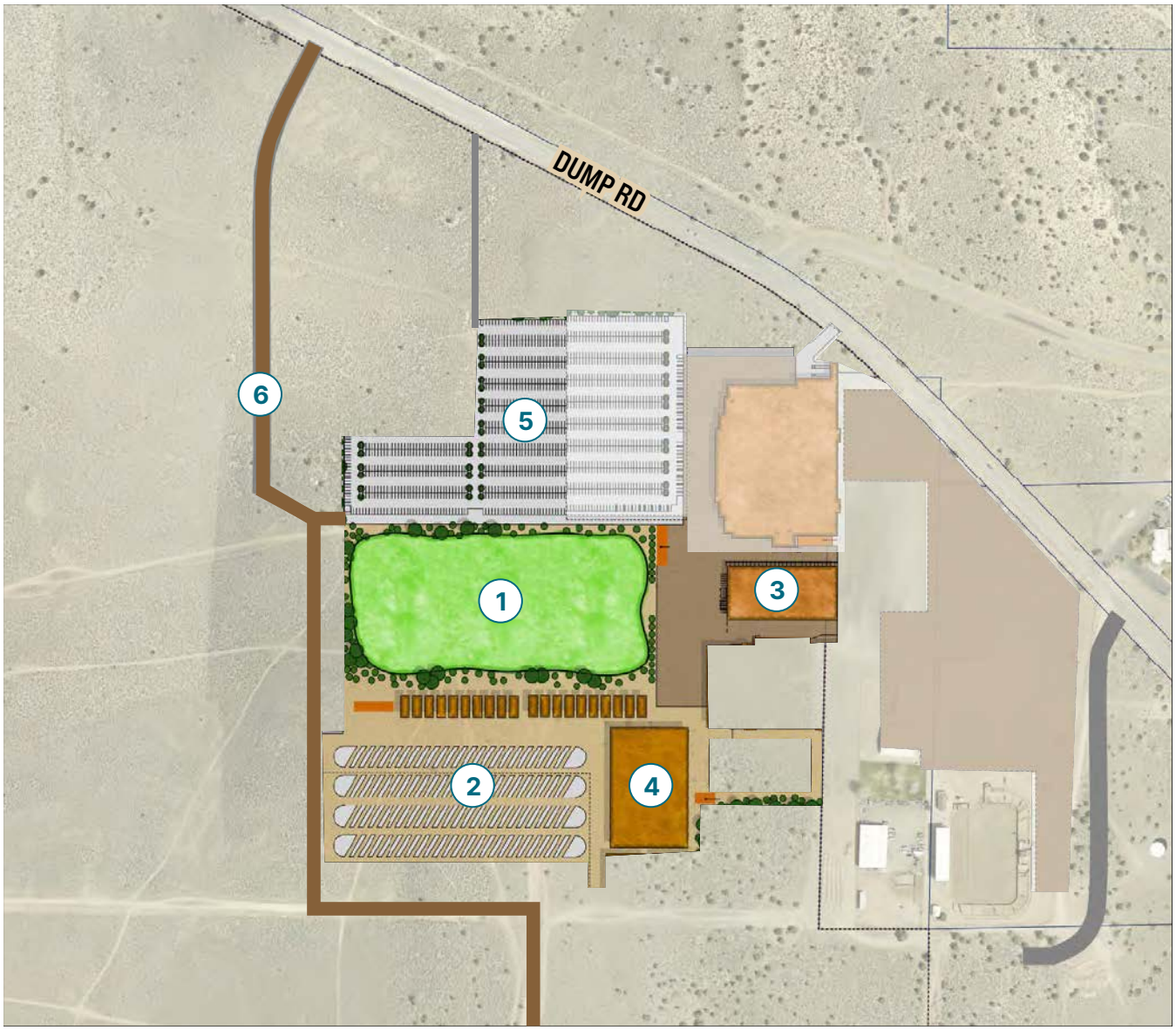
Future improvements will include enhanced seating, improved footing and drainage, upgraded lighting, and ADA-compliant pathways.





Phase 2 Development

Phase 2 enhances community programming and agricultural education while improving contestant accommodations for equestrian events.



Phase 2 Components:

1. 10 Acre Lawn
2. 100 Emergency Evacuation/Event Parking
3. Community Building
4. New 192-stall Horse Barn
5. Additional 500 paved parking spaces
6. New Access Road

Estimated Construction Cost: $66,998,475

Alignment with Strategic Plan: Indoor and Outdoor Recreation, Responsible and Sustainable Tourism, Enhance Quality of Life, Preserve Heritage and Culture, Economic Vitality

Community Building

The new enclosed Community Building replaces the existing Pavilion, serving as a central hub for local events and vendor space.





Key Features:

Emergency Operations Center:

- Primary coordination point for emergency response
- Redundant power, secure communications, real-time data access
- Multi-agency collaboration space with flexible workstations

Multi-Use Facility:

- Fully enclosed for year-round use
- Heating, cooling, lighting, flexible layouts
- Community meetings, workshops, banquets, celebrations

Vendor and Exhibition Space:

- Dedicated vendor areas for craft fairs, farmers markets, trade shows
- Proximity to arenas ensures high foot traffic during events
- Registration, hospitality, VIP functions

Horse Barn & Holding Pens

The 192-space Horse Barn planned in the Douglas County Fairgrounds Master Plan represents a major enhancement to the site's equestrian infrastructure. Notably, this capacity is twice the size originally discussed during strategy sessions, reflecting a strong commitment to supporting larger and more diverse equestrian events.







Horse Barn (192 stalls):

- Individual 12' x 12' stalls with proper ventilation
- Wash racks and farrier stations
- Tack storage and competitor amenity areas
- Direct access to arenas and practice areas
- Individual Holding Pens
- Temporary event-day housing near competition arenas
- Reduces congestion and improves animal welfare
- Strategic positioning adjacent to Indoor Multi-Use Events Center and Covered Arena

Lawn Area

The 10-acre lawn area in the Douglas County Fairgrounds Master Plan is a central and multifunctional element that enhances the site's flexibility, community appeal, and event capacity. Its generous size and strategic location make it a key asset for both large-scale gatherings and informal use.









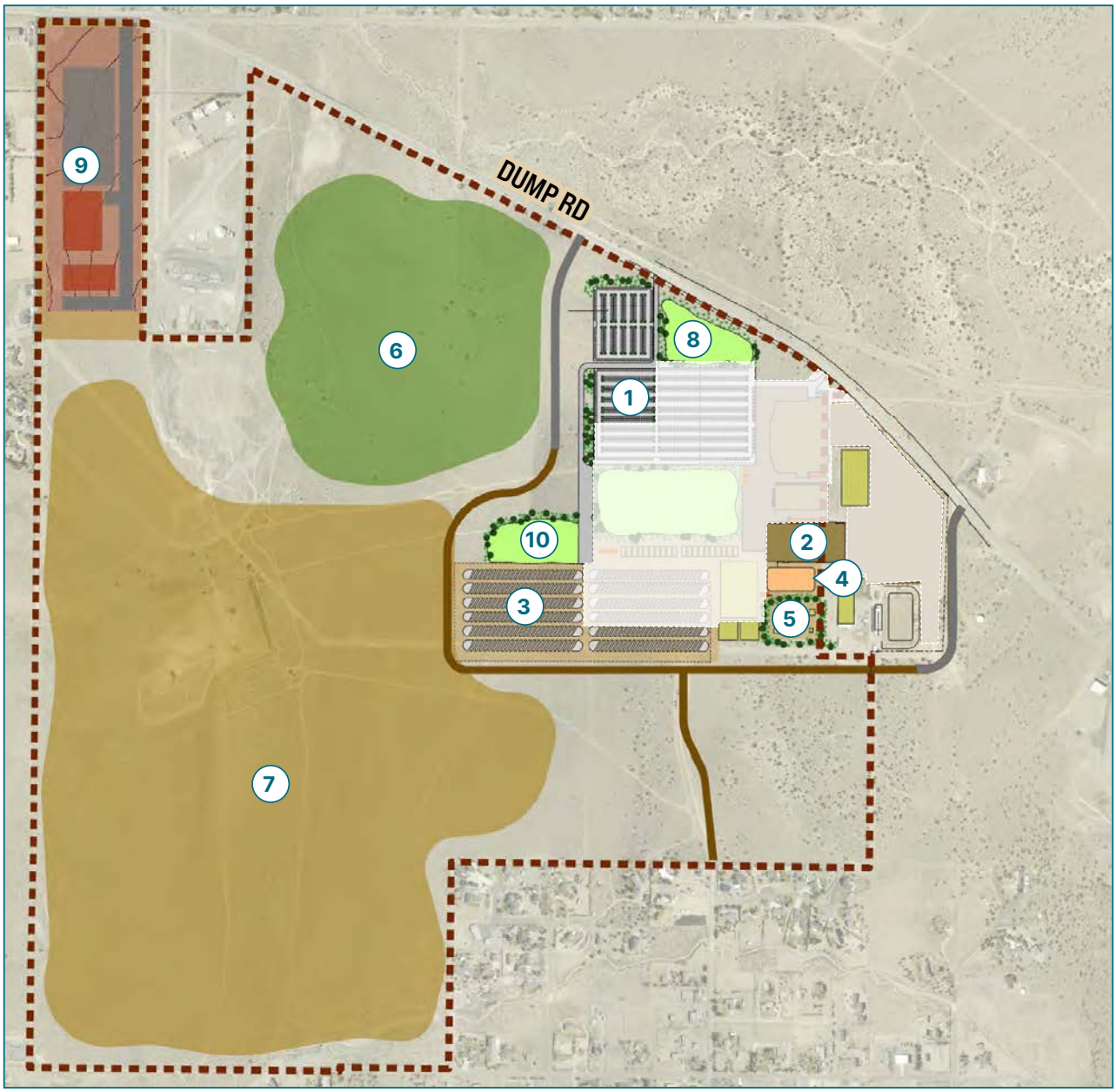


The 10-acre maintained lawn area provides flexible open space:

- Outdoor festivals and community celebrations
- Informal recreation and picnicking
- Overflow spectator areas during major events
- Emergency staging and evacuation operations
- Temporary vendor and exhibition space

Future Phases

Future phases position the fairgrounds for regional and national-level competitions while maintaining community accessibility.



Future Phase Components:

1. Expanded paved parking
2. Covered Arena (4,500 capacity)
3. Expanded Emergency Evacuation / Event Parking
4. Indoor Practice Arena
5. 4-H Facilities
6. BLM Activity Area (±90 Acres)
7. BLM Multi-Use Trail Network (±270 Acres)
8. Cultural Center
9. Potential County Maintenance Facility (±25 Acres)
10. Playground and Dog Park

Covered Arena

The **4,500-seat covered outdoor arena** significantly expands capacity for regional events not requiring full enclosure.







Key Features:

- 300’ x 150’ arena with covered seating
- Protection from sun and weather while maintaining open-air atmosphere
- Ideal for rodeos, livestock shows, motor sports, community festivals
- Natural ventilation, easy access for large animals and equipment
- Combined with indoor arena: 9,000 total seats across two venues

Cultural Center

Heritage education and community storytelling hub:

Exhibition Space: Showcasing ranching history, agricultural innovations, local families

Programming Spaces: Workshops, lectures, community gatherings

Educational Programming: Sustainable ranching practices, youth education, heritage preservation











4-H Facilities

Two-acre complex supporting youth agricultural programs:

Livestock Barns: Sheep/Goat, Beef/Tieouts, Swine (each with wash racks)

Show and Auction Rings: Covered and outdoor grass rings

Small Animal Barn: Climate-controlled for rabbits, poultry, small livestock

Support Facilities: Restrooms, multi-use workshop spaces



Other Fairground Improvements

- Enhanced utilities, lighting, communications
- Additional restroom and concession facilities

BLM Multi-Use Trail

Trail facilities encompass approximately ±270 Acres and include over 5 miles of multi-use trail corridors for hikers, equestrians, and bicyclists. The trail corridors will provide connectivity between the active recreation, fairgrounds area, and surrounding neighborhoods. Multi-use trail corridors allow for bicycling, pedestrian, equestrian, and e-bikes. Motorized vehicles are prohibited. In addition to the trail network, parking and staging areas may also be included at a formalized trailhead. Design should incorporate wayfinding signage, trail etiquette signage, and trail maps to properly direct trail users.







Source: CVTA

BLM Activity Area

The activity area encompasses approximately ±90 Acres and provides an opportunity for outdoor recreation activities which may include an archery range, BMX Pump track, trailhead amenities, and other park-type amenities to support active recreation.

Amenity Sizes:

- Archery Range: 4 Acres
- BMX Pump Track: 2 Acres





Potential County Maintenance Facility

Potential 25-acre consolidated hub for Douglas County public works operations:

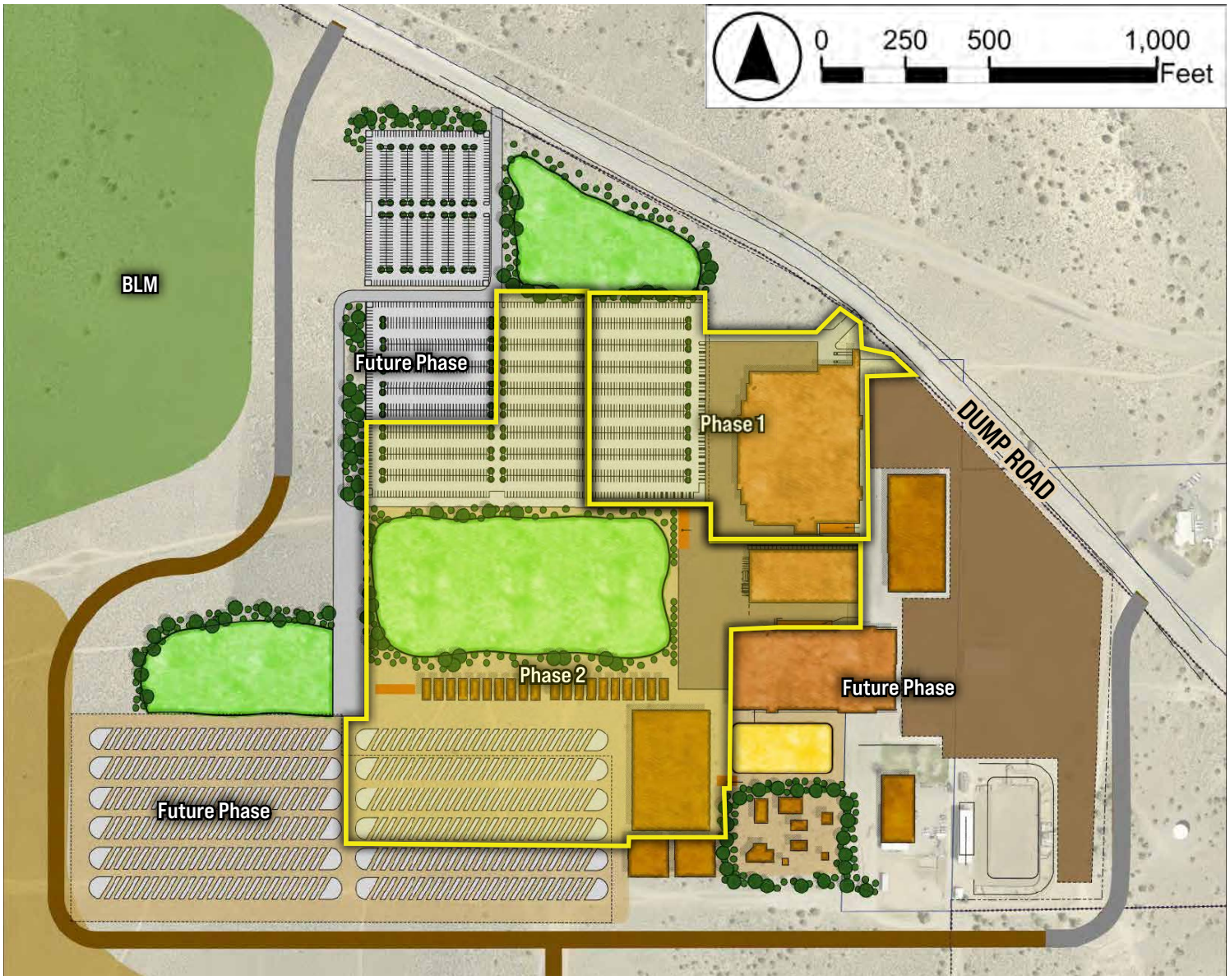
Components: Vehicle storage/maintenance, equipment storage, fueling/wash facilities, administrative offices, material storage

Strategic Benefits: Consolidated operations, shared infrastructure with NDOT yard, emergency response staging, long-term infrastructure planning

5. IMPLEMENTATION PLAN

Phasing Summary

Development is structured in strategic phases balancing community needs, funding availability, and operational capacity.



Construction Cost Detail

Phase 1 Construction Costs

Building / Operations	Estimated Cost
Indoor Multi-Use Events Center (4,500 seat)	$76,000,000
Access Infrastructure	$1,200,000
Parking (500 Spaces)	$5,200,000
Utility Infrastructure	$5,000,000
Staffing: 1 Park Ranger	
Total Phase 1	$87,400,000

Phase 2 Construction Costs

Building	Estimated Cost
Community Building	$29,040,000
10 Acre lawn	$2,178,000
New 192-stall Horse Barn	$23,080,475
Parking (500 Spaces)	$5,200,000
Access and Infrastructure	$3,000,000
100 Emergency Evacuation/Event Parking Spaces	$2,000,000
Toilet/Shower Buildings	$2,500,000
Total Phase 2	$66,998,475

Total Phase 1 and Phase 2: $154,398,475

All construction costs are based on rough order of magnitude per square foot basis.

Operations

Revenue Streams

- Arena rentals (sports, concerts, rodeos)
- Facility rentals for private events
- Vendor and concession operations
- Stall and event parking rental income
- Sponsorship and partnership agreements
- Educational program fees

Cost Centers

- Staffing and benefits
- Facility maintenance and utilities
- Capital improvements and equipment

Growth Strategy

- Host regional and state-level events
- Partner with 4-H, schools, and tourism boards
- Develop year-round programming
- Leverage cultural and outdoor assets for grants

APPENDIX

Appendix A: Site Tours (Detailed)

June 11 - Fallon Site Tour

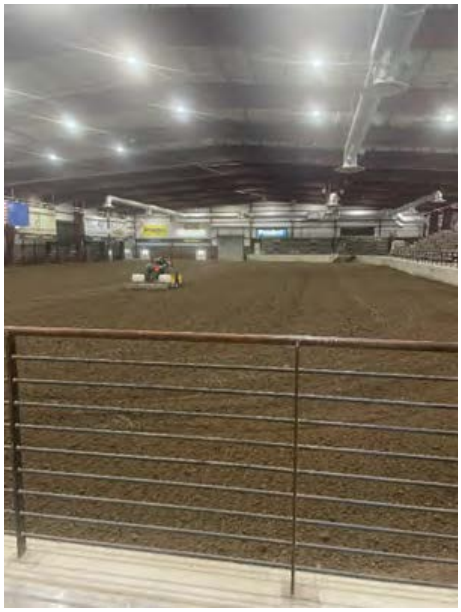


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Key Challenges:

- Limited Seating Capacity: The arena seats only 1,800, restricting attendance and revenue potential for large-scale events.
- Structural Constraints: The metal building design prevents lateral expansion, limiting options for increasing seating or reconfiguring the interior.
- Stage Setup Difficulties: The dirt floor complicates stage installation for concerts and non-agricultural events, and the underlying concrete slab is never utilized.
- Parking and RV Infrastructure: The current parking layout is a single large asphalt area with limited organization, and RV accommodations are insufficient. Staff are seeking funding to add 250 RV spaces and improve traffic flow.
- Outdoor Arena Limitations: The uncovered outdoor arena is underutilized due to weather constraints; funding is needed to construct a roof or canopy to enable year-round use.
- Food Truck Access: The front area lacks adequate space for food trucks, limiting vendor participation and visitor amenities during events.
- Sponsor Visibility: There is no designated sponsor wall or recognition area, which limits fundraising and partnership opportunities.



Strategic Recommendations:

- Explore modular seating and vertical expansion options.
- Invest in retractable flooring or modular stage systems for flexible event use.
- Develop a seasonal plan to utilize the concrete slab for non-agricultural events.
- Seek grant funding for RV infrastructure and outdoor arena coverage through USDA Rural Development and tourism enhancement programs.
- Redesign parking with marked zones, signage, and designated food truck areas.
- Install a permanent or digital sponsor wall to support fundraising and community engagement.

Population Comparison:

As of 2025, the population of Fallon, Nevada is approximately 9,741. Fallon is the county seat of Churchill County, and it serves as the core city of the Fallon Micropolitan Statistical Area.

The Fallon Micropolitan Area, which encompasses all of Churchill County, has a population of approximately 25,614; this includes approximately 3,000 personnel at the Naval Air Station. This broader micropolitan designation is important for planning, funding, and regional development efforts, as it reflects the interconnected economic and social dynamics of the city and surrounding rural communities.

June 11 - Winnemucca Site Tour



The 2,800 seat Winnemucca Events Center is a longstanding community venue that plays a vital role in hosting regional rodeos, livestock shows, trade expos, and cultural events. However, the facility is facing significant infrastructure and operational challenges that limit its ability to serve growing demand and meet modern event standards.

Key Challenges Identified by Staff:

- The facility is aging and in need of upgrades, including structural improvements and modernization of utilities.
- Sightline issues caused by interior columns obstruct views from bleacher seating, negatively impacting spectator experience.
- Lighting systems are outdated and insufficient for large-scale or evening events.
- The animal staging area lacks cover, exposing livestock to weather and complicating event logistics.

- The indoor practice arena is unconditioned, limiting year-round usability.
- The site lacks a master plan, leaving legacy facilities like the unused horse racing track underutilized.
- While there are 300 RV spaces with animal pens, integration and layout improvements are needed.
- Spectator parking is insufficient for large events, creating congestion and limiting attendance.
- Access from West Winnemucca Boulevard is constricted due to adjacent businesses, impacting traffic flow and safety.
- Strategic Recommendations:
- Develop a comprehensive master plan to guide phased upgrades, repurpose unused areas, and align future growth with community and economic goals.
- Invest in structural redesigns to improve sightlines and seating configurations.
- Upgrade to energy-efficient lighting systems to enhance visibility and reduce operational costs.
- Construct a covered animal staging area and install climate control in the practice arena to support year-round use.
- Enhance RV infrastructure with improved signage, sanitation, and access to animal facilities.
- Expand and reconfigure spectator parking, and explore traffic mitigation strategies in collaboration with city planners.
- Evaluate alternative access routes or signage improvements to ease congestion from West Winnemucca Boulevard.

Population Comparison:

The micropolitan population of Winnemucca, NV, which encompasses all of Humboldt County, is approximately 17,564 people as of July 2024. This includes both the city of Winnemucca and surrounding rural communities, and it reflects the total population within the Winnemucca Micropolitan Statistical Area.

Murieta Equestrian Center



Located just 24 miles east of Sacramento in Rancho Murieta, the Murieta Equestrian Center (MEC) stands as one of the largest privately-owned equestrian facilities on the West Coast. Since opening in 1982, the center is a cornerstone of California's equestrian scene, attracting over 180,000 competitors and spectators annually to more than 50 major horse shows and events.

Spanning hundreds of acres, the Murieta Equestrian Center offers an impressive array of amenities designed to accommodate a wide range of equestrian disciplines and large-scale events. The facility features five indoor arenas, twelve outdoor arenas, two cutting arenas, and cattle facilities, making it ideal for everything from hunter/jumper and dressage to reining, western pleasure, trail riding, and cutting horse competitions. With 379 permanent stalls and 500 portable stalls, MEC can host multiple events simultaneously while providing top-tier accommodations for horses and riders.

Spectators enjoy nine expansive seating areas, including VIP viewing options and 3,000 bleacher seats, ensuring comfort and visibility during high-profile competitions. The center also includes luxury amenities such as the Murieta Café and the Cares & Whoas boutique, which add a touch of glamour and convenience for guests during show hours.



Among the most notable events held at MEC are the Sacramento International Horse Show, part of the Longines FEI World Cup™ Jumping North American League, and the El Rancho Futurity & Foothill Fiesta, a world-class cutting horse competition. MEC is also the proud host of the Western States Horse Expo, which features clinics, exhibitions, and vendor showcases across multiple themed areas including the Mane Market Mall, Festival Pavilion, and Rigs & Digs Plaza—a dedicated space for ranch equipment, RVs, and outdoor furnishings.

Beyond equestrian events, MEC is a hub for community engagement and tourism. The facility is open to the public for most competitions, offering free access to local families and visitors. Its proximity to the Murieta Inn & Spa, the official host hotel, enhances the guest experience with upscale lodging and hospitality services.

The Murieta Equestrian Center is more than just a venue—it's a destination that blends sport, culture, and community. With its state-of-the-art infrastructure, diverse event calendar, and commitment to excellence, MEC continues to set the standard for equestrian facilities in California and beyond.

The MEC does not host rodeo events. The MEC does host concerts that are associated with an equestrian event. The MEC is a privately held property and does not operate as a public facility.

Population Comparison:

Although Rancho Murieta, CA has a population of approximately 5,600 residents, the town is part of the Sacramento–Roseville–Folsom Metropolitan Statistical Area, which has a total population of approximately 2.7 million people.

This location within a major metropolitan area enhances Rancho Murieta's access to regional amenities, economic opportunities, and tourism potential—especially relevant for venues like the Murieta Equestrian Center.

There are other rodeo and equestrian venues with the Sacramento–Roseville–Folsom Metropolitan Statistical Area including:

Dan Russell Rodeo Arena – Folsom, CA

- Home to the Sacramento County Sheriff's Rodeo, featuring bull riding, barrel racing, mutton busting, and more.
- Located near Folsom Lake State Recreation Area.
- Offers family-friendly entertainment and supports local law enforcement initiatives.

Folsom Pro Rodeo – Folsom, CA

- Held annually around July 4th for over 60 years.
- Features classic rodeo events, fireworks, and community celebrations.
- Deeply rooted in Folsom's ranching heritage.

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- Held at Cal Expo, this rodeo honors Sacramento's heroes and supports the Fire Fighters Burn Institute.
- Features bull riding, bronc riding, mutton busting, and pre-rodeo activities.
- Produced by Diamond Productions with over 35 years of rodeo experience.

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- Includes rodeo-style exhibitions and children's rodeo events as part of the fair's entertainment lineup.
- Offers a mix of agriculture, entertainment, and western heritage.

Desert International Horse Park

Nestled in the heart of the Coachella Valley, the Desert International Horse Park (DIHP) in Thermal, California is one of North America's largest and most prestigious equestrian venues. Spanning nearly 1.6 million square feet of competition and riding space, DIHP offers a world-class experience for riders, spectators, and event organizers alike. With breathtaking mountain views and proximity to Palm Springs, La Quinta, and Coachella, the venue blends elite sport with desert charm.



DIHP hosts 15 weeks of top-tier equestrian competition annually, running from October through March. Its calendar includes the Desert Circuit, National Sunshine Series, and Desert Holiday Circuit, attracting thousands of riders from across the globe. The venue features hunter/jumper, dressage, and FEI-rated competitions, including CSI2 and CSI5 events**, Premier Hunters, Level 6 Jumpers, and CDI-rated dressage. Spectators can enjoy thrilling Grand Prix show jumping, elegant dressage performances, and youth competitions in a family-friendly atmosphere.

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The venue also offers Legacy Villas as a preferred lodging partner, providing luxurious accommodation for riders, trainers, and guests. DIHP is open to the public during most events, with free or ticketed access depending on the show.

Whether you're a competitive rider, a casual fan, or a family looking for a weekend outing, the Desert International Horse Park delivers an unforgettable experience. With its commitment to excellence, community engagement, and hospitality, DIHP continues to elevate equestrian sport in Southern California.

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Appendix B: Facility Plans and Renderings

Indoor Multi-Use Events Center A1.1 – Floor Plan

A1.2 – Floor Plan – Concourse Seating Option

A1.3 – Rendering

A1.4 - Rendering Covered Arena

Covered Arena

A2.1 – Floor Plan

A2.2 – Rendering

A2.3 - Rendering

Horse Barn

A3.1 – Floor Plan, Entry Rendering

A3.2 - Interior Rendering

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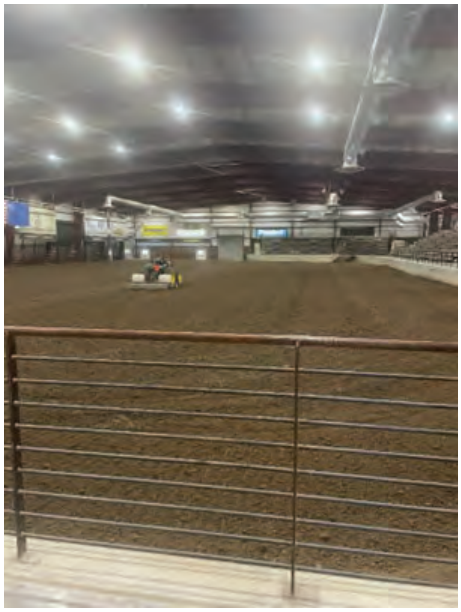


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A1.4 - Rendering Covered Arena

Covered Arena

A2.1 – Floor Plan

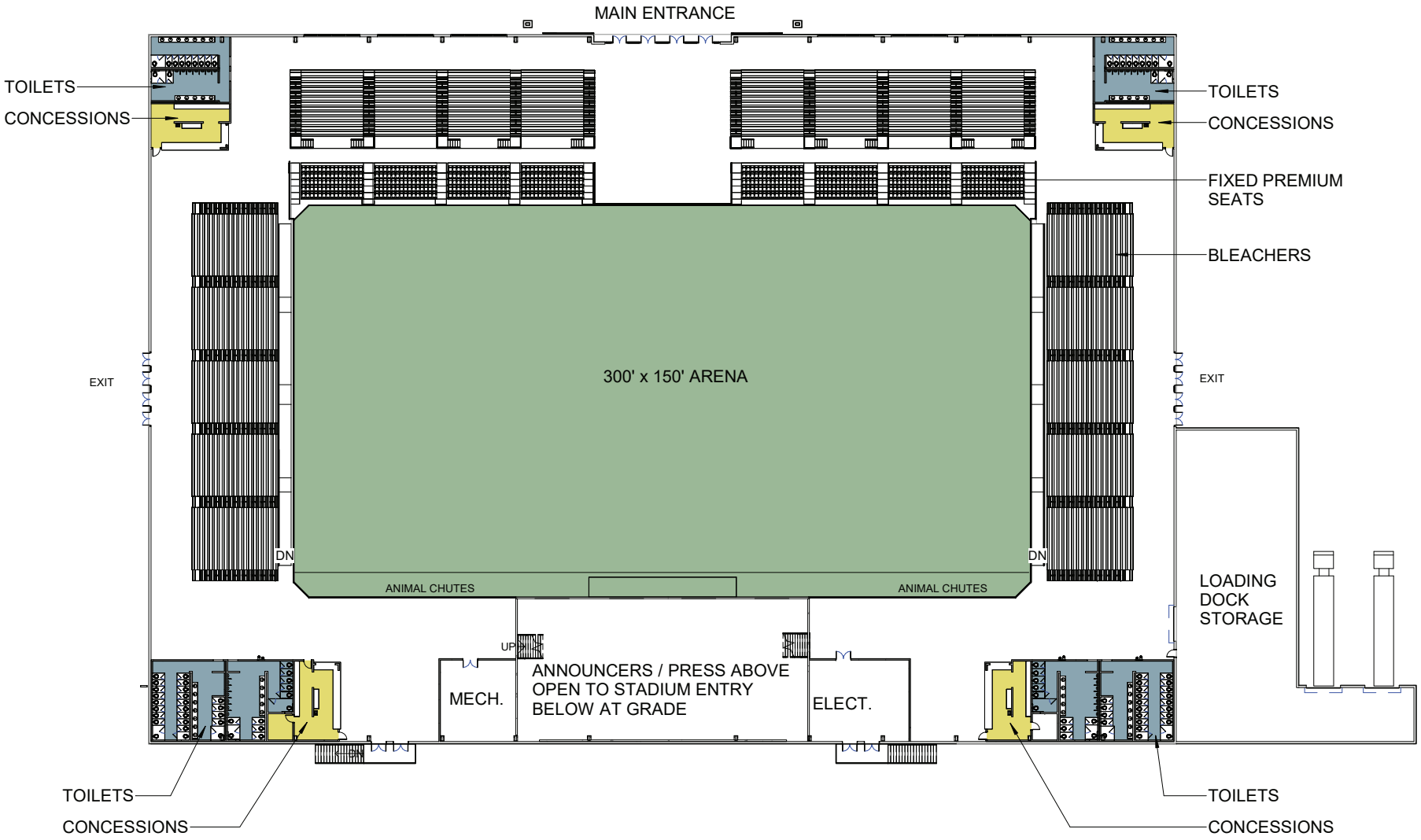
A2.2 – Rendering

A2.3 - Rendering

Horse Barn

A3.1 – Floor Plan, Entry Rendering

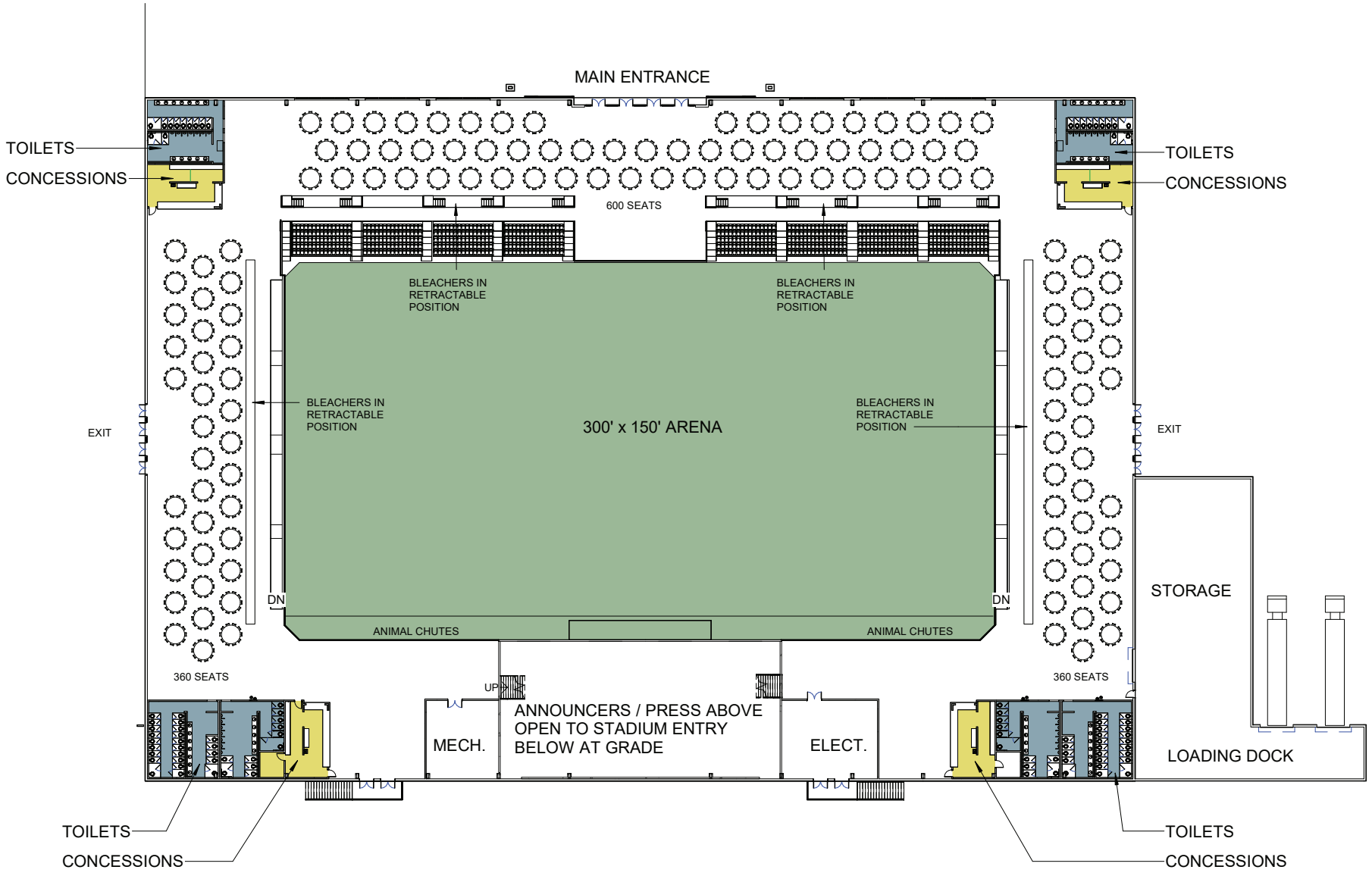
A3.2 - Interior Rendering



Frame
ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME			SHEET NUMBER
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PROJECT NUMBER	SHEET NAME	DATE	
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Frame
ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME			SHEET NUMBER
INDOOR EVENT CENTER STUDY AND LAND USE SITE PLAN - INDOOR MULTI-USE EVENTS CENTER			A1.2
PROJECT NUMBER	SHEET NAME	DATE	
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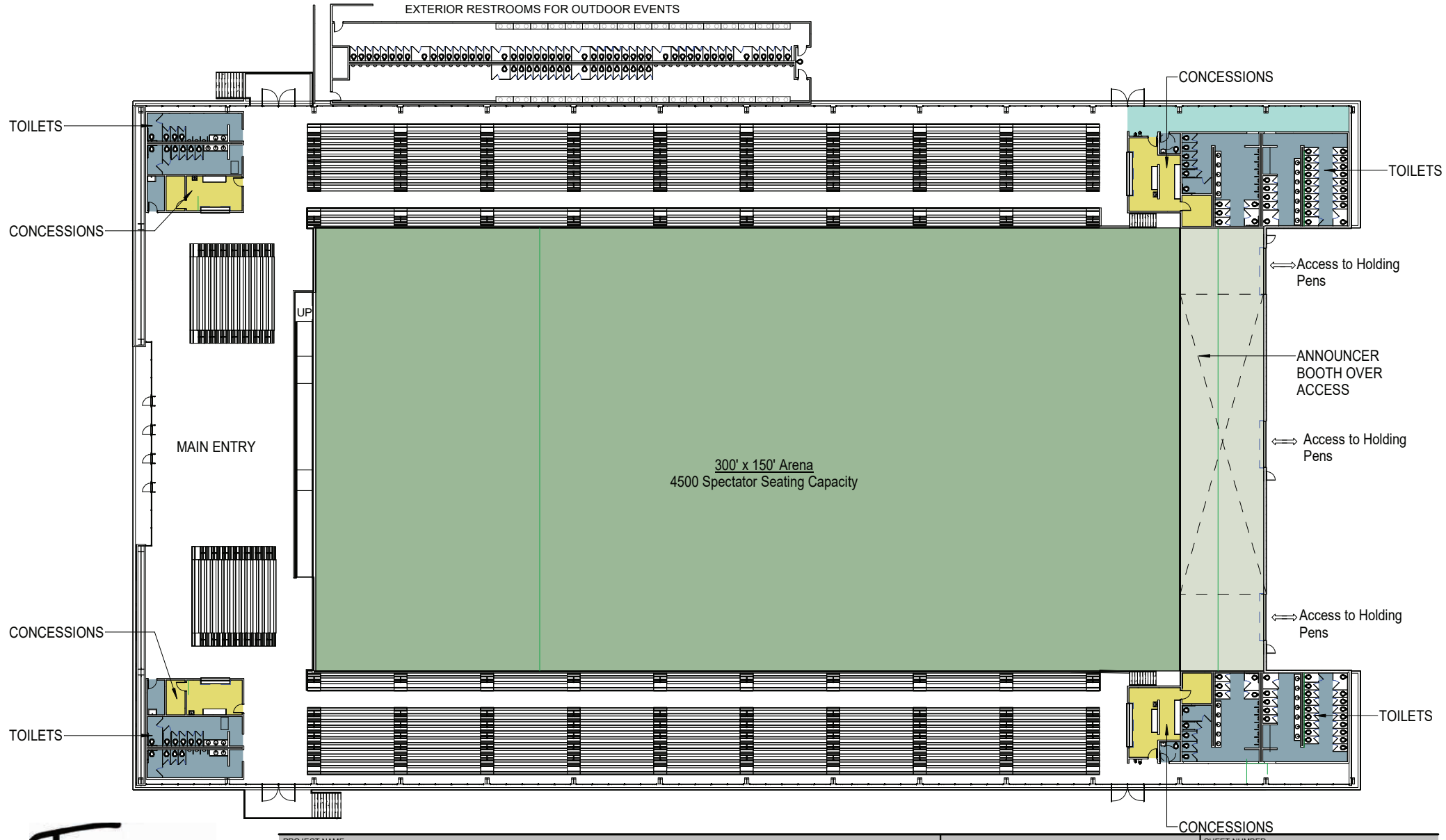
Frame
ARCHITECTURE, INC
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PROJECT NAME				SHEET NUMBER
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ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME				SHEET NUMBER
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9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME		
INDOOR EVENT CENTER STUDY AND LAND USE SITE PLAN - COVERED ARENA		
PROJECT NUMBER	SHEET NAME	DATE
24-82	FLOOR PLAN	01-19-2026

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1" = 30'-0"
1/19/2026 9:45:17 PM

SHEET NUMBER
A2.1



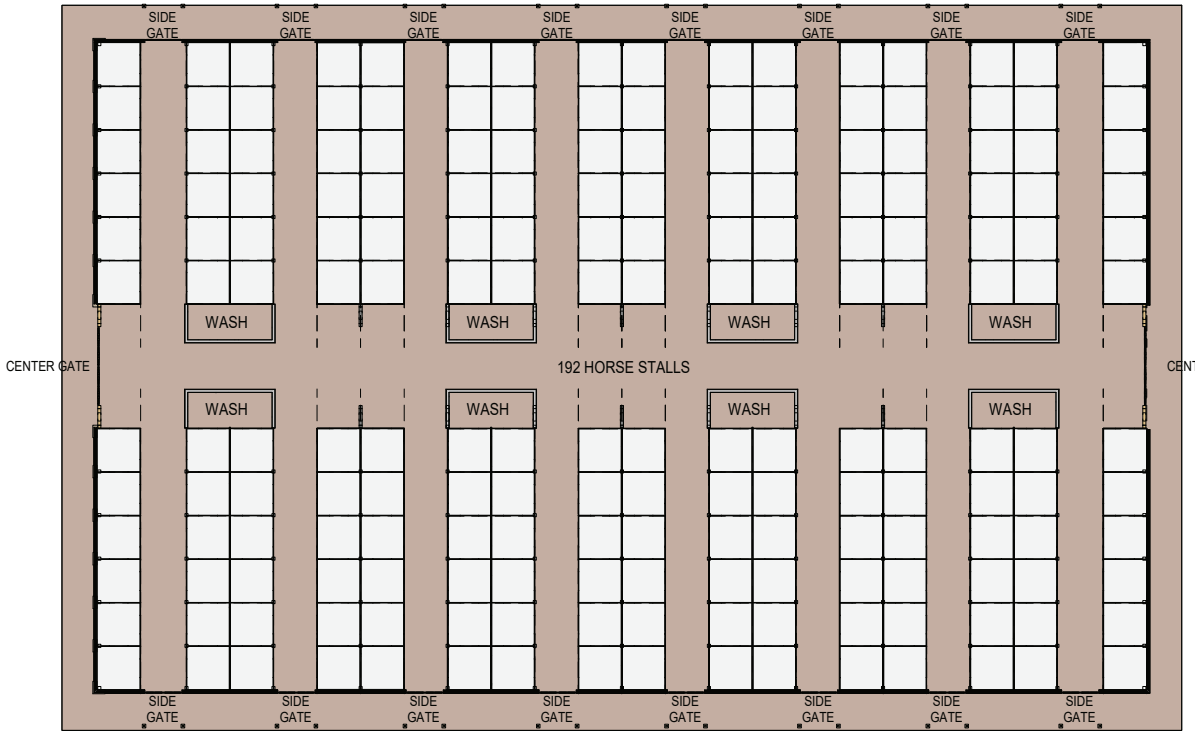
Frame
ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME				SHEET NUMBER
INDOOR EVENT CENTER STUDY AND LAND USE SITE PLAN - COVERED ARENA				A2.2
PROJECT NUMBER	SHEET NAME	DATE		
24-82	RENDERING	01-19-2026	1/19/2026 9:45:18 PM	



Frame
ARCHITECTURE, INC
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PROJECT NAME				SHEET NUMBER
INDOOR EVENT CENTER STUDY AND LAND USE SITE PLAN - COVERED ARENA				A2.3
PROJECT NUMBER	SHEET NAME	DATE		
24-82	RENDERING	01-19-2026	1/19/2026 9:45:18 PM	





Frame
ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

PROJECT NAME			SHEET NUMBER
INDOOR EVENTS CENTER STUDY AND LAND USE SITE PLAN - HORSE BARN			A3.1
PROJECT NUMBER	SHEET NAME	DATE	
24-82	FLOOR PLAN, ENTRY RENDERING	01-19-2026	

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1" = 40'-0"
1/19/2026 4:01:43 PM



Frame
ARCHITECTURE, INC
9591 Prototype Ct. Reno, NV 89521 · 775.827.9977

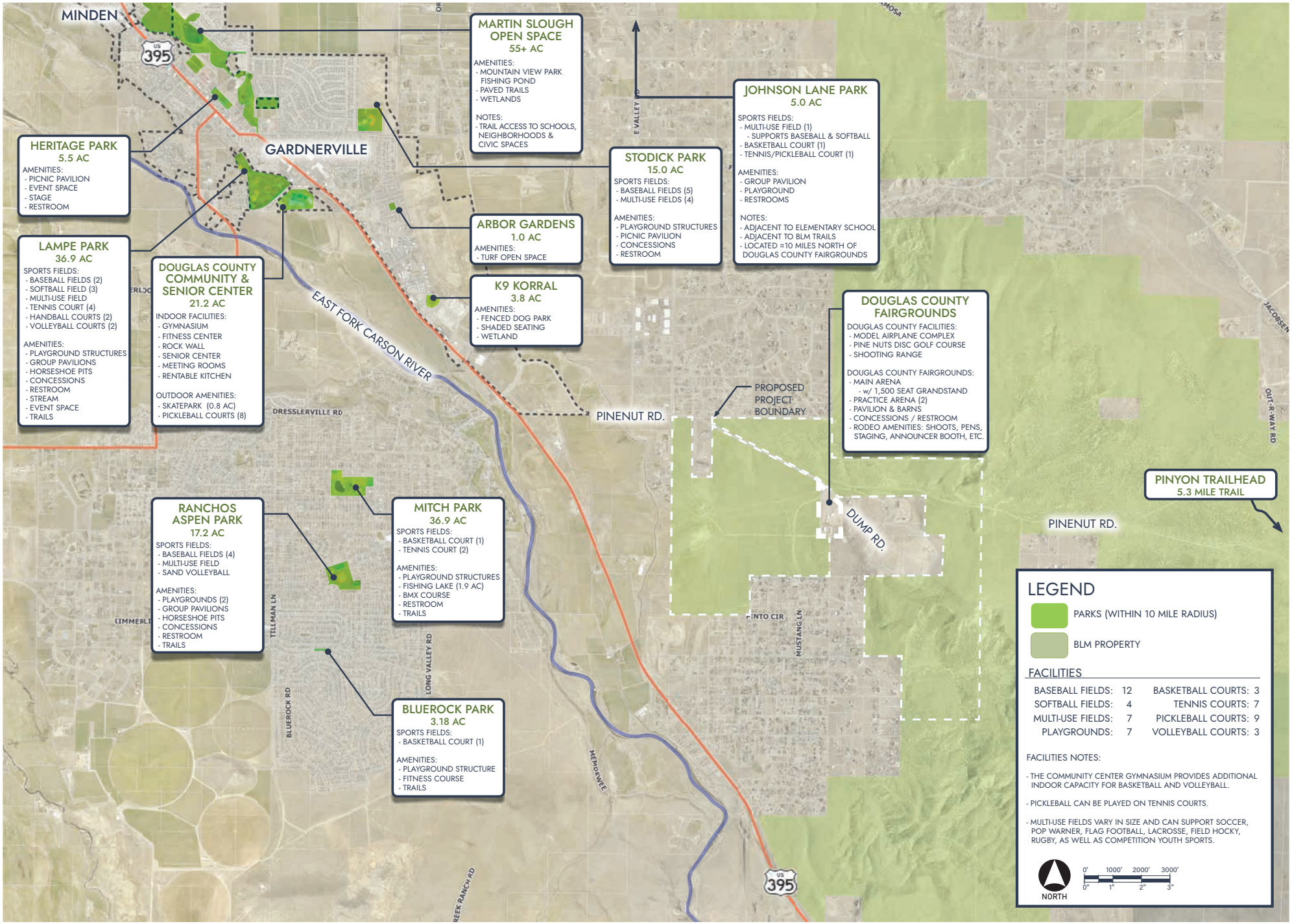
PROJECT NAME				SHEET NUMBER
INDOOR EVENTS CENTER STUDY AND LAND USE SITE PLAN - HORSE BARN				A3.2
PROJECT NUMBER	SHEET NAME	DATE		
24-82	INTERIOR RENDERING	01-19-2026	1/19/2026 4:01:43 PM	

Appendix C: Display Boards

Site Context Map

Opportunities and Constraints Map

BLM Board



DOUGLAS COUNTY FAIRGROUND

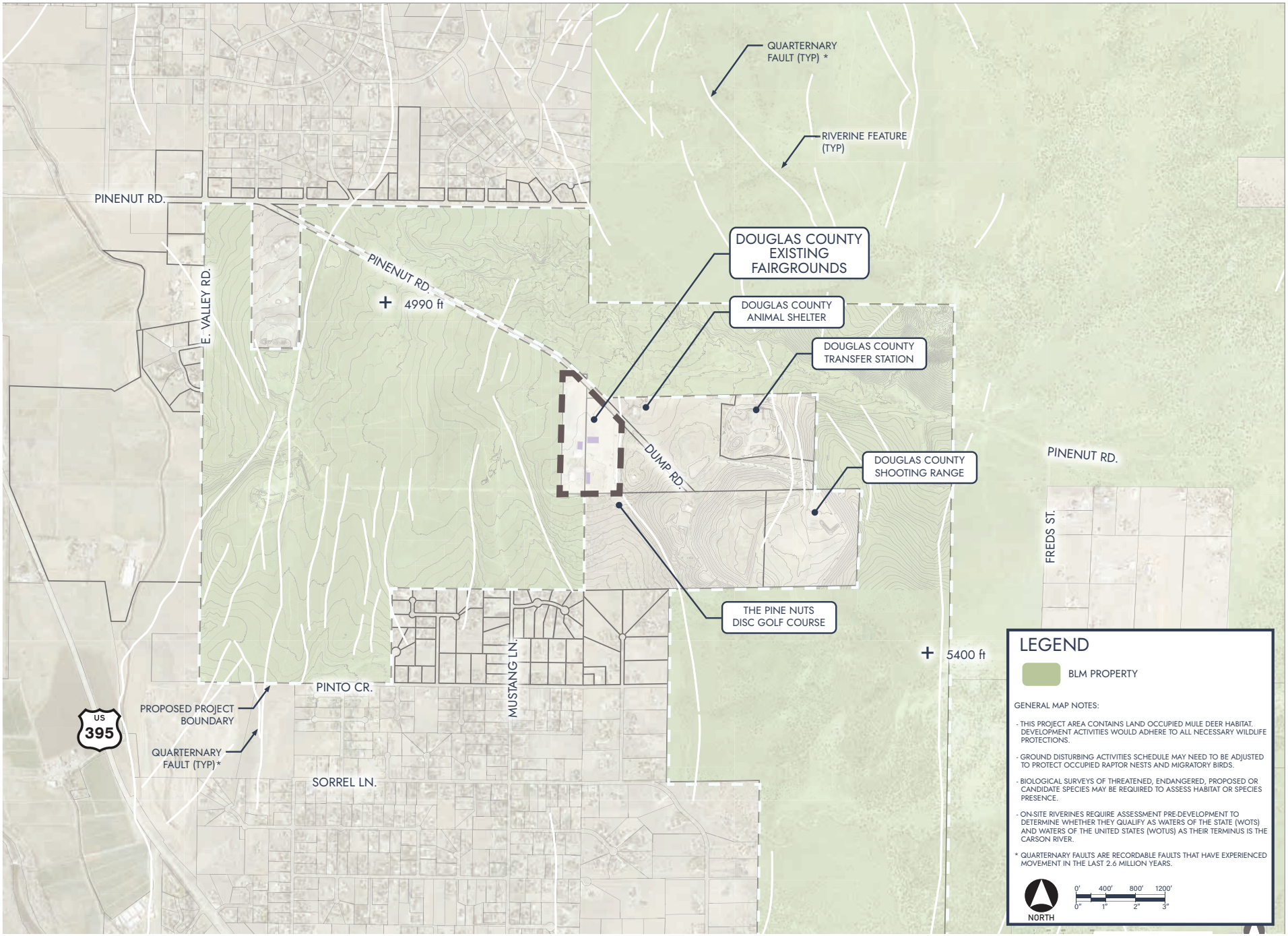
Site Context Map

Douglas County, Nevada

Frame Architecture, Inc

Wood Rodgers

04.01.2025



DOUGLAS COUNTY FAIRGROUND

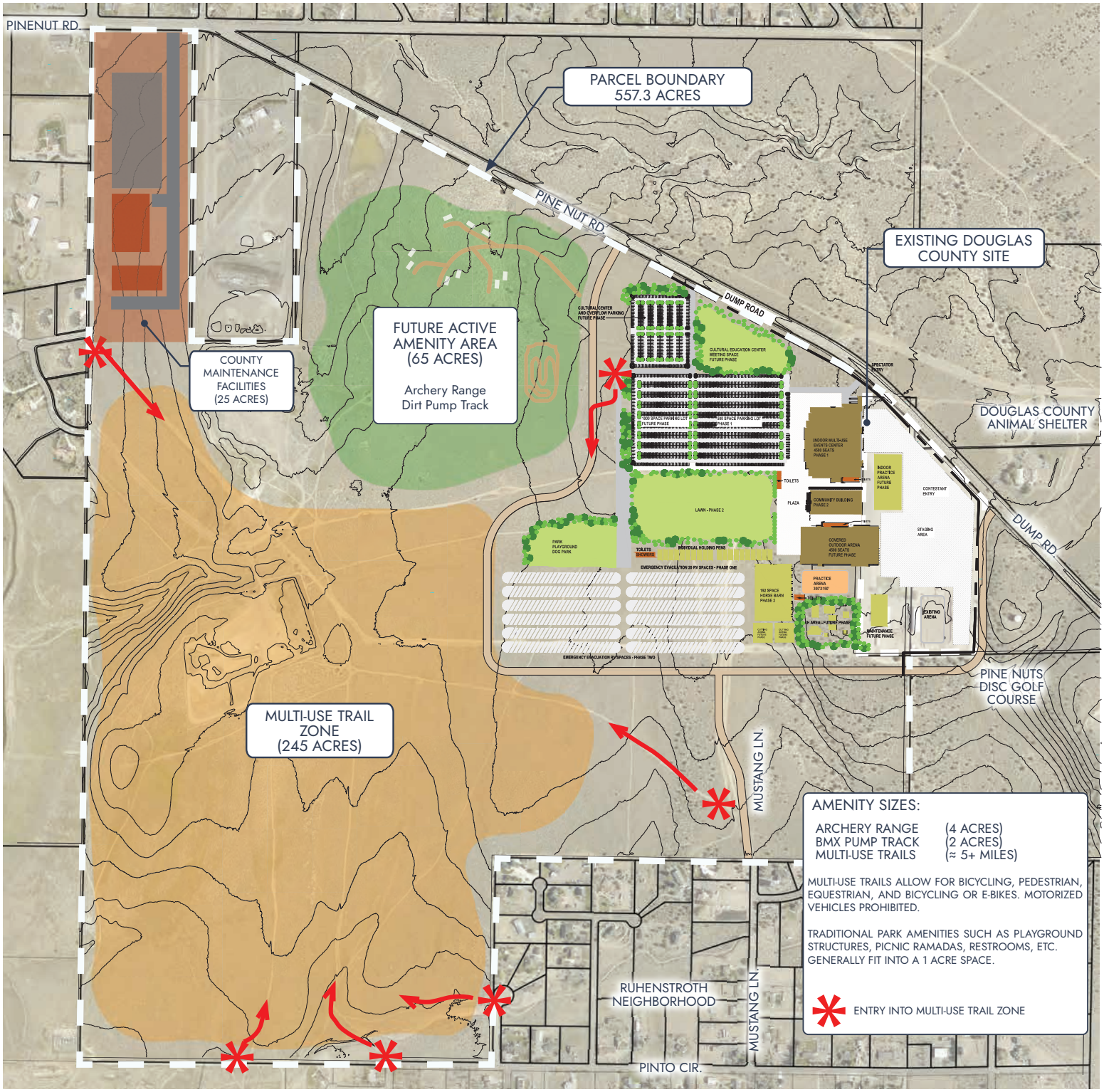
Opportunities and Constraints Map

Douglas County, Nevada

Frame Architecture, Inc

Wood Rodgers

04.01.2025




MULTI-USE TRAIL SYSTEM


DOG PARK


THEMED PLAYGROUND


ARCHERY RANGE


CULTURAL EDUCATION CENTER

DOUGLAS COUNTY FAIRGROUND

Regional Park Map

Douglas County, Nevada

NORTH

0' 200' 400' 600'
0" 1" 2"
SCALE: 1"=200'

10.16.2025

AGENDA ITEM NO. 14.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

TITLE:
For possible action. Discussion to approve a Memorandum of Understanding to encourage and facilitate cooperation between the National Association of Counties (NACo), the Nevada Association of Counties (NACO), and the host of the Western Interstate Region (WIR) 2027 Conference, in Douglas County, Nevada. (Chairman Mark Gardner)

RECOMMENDED MOTION:
Approve a Memorandum of Understanding to encourage and facilitate cooperation between the National Association of Counties (NACo), the Nevada Association of Counties (NACO), and the host of the Western Interstate Region 2027 Conference, in Douglas County, Nevada.

FINANCIAL IMPACT:
If the proposed MOU is approved, Douglas County will be responsible for raising funds and in-kind services necessary to support the activities and events listed in the "Host Responsibilities" portion of the Memorandum of Understanding. The total estimated cost of Host Responsibilities is approximately $85,000. The Nevada Association of Counties (NACO) may assist with sponsorship outreach and coordination in support of Douglas County.

BACKGROUND:

"The National Association of Counties (NACo) represents the interests of America’s counties, serving as a powerful voice in federal policymaking and a vital part of our nation’s intergovernmental system. With a membership of thousands of county elected and professional officials, NACo brings together leaders from across the country to shape national policies, share best practices and strengthen counties for a stronger America.

At the heart of NACo’s mission is a commitment to advancing county priorities, promoting innovative policies, nurturing leadership skills and building networks of knowledge and collaboration. Through NACo's committees, caucuses and task forces, NACo empowers counties to optimize resources,

improve services, and enhance public understanding of county government.

NACo is dedicated to creating opportunities for counties to lead, learn, and advocate, ensuring that counties remain strong and capable of meeting the needs of their residents." (National Association of Counties, About NACo, 2026).

"NACo's Western Interstate Region (WIR) Conference brings together county officials to focus on pressing issues facing Western counties and our residents. Attendees have the opportunity to interact with federal, state, and regional policymakers, participate in educational sessions, and take home actionable tools and resources." (National Association of Counties, About the Conference, 2026).

Douglas County is anticipated to host the WIR Conference May 24-28, 2027. This MOU will help facilitate the planning and execution of this important event.

ATTACHMENTS:
MOU NACO Western Interstate Region 2027 Conference.pdf

NACo's Western Interstate Region 2027 Conference

May 24–28, 2027

MEMORANDUM OF UNDERSTANDING

Between:

- Douglas County, Nevada (Host)
- Nevada Association of Counties (NACO)
- National Association of Counties (NACo)

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to encourage and facilitate cooperation between the National Association of Counties (NACo), the Nevada Association of Counties (NACO), and the host of the WIR 2027 Conference taking place May 24–28, 2027, in Douglas County, Nevada (Host). This partnership and long-range commitment will result in a well-planned, adequately budgeted, high-quality event. This MOU clarifies the responsibilities of each party.

II. Background

In 2025, the Western Interstate Region (WIR) Board of Directors voted to host the 2027 WIR Conference in Douglas County, Nevada. This MOU formalizes that commitment.

III. Roles and Responsibilities

The parties to this Memorandum of Understanding will work together as partners to promote the WIR 2027 Conference. The host county will manage and implement the host requirements with the guidance and approval of NACo, in coordination with the Nevada Association of Counties. The following sections list the specific tasks and activities taken from the WIR Conference Request for Proposal that all parties agree to perform.

PROMOTION

Host Responsibilities

- Arrange for and staff promotional booths at NACo conferences in 2026 and 2027, in coordination with the Nevada Association of Counties, as follows:
- May 2026: WIR Conference in Maui County, Hawaii
- July 2026: NACo Annual Conference in Orleans Parish, Louisiana

- February 2027: NACo Legislative Conference in Washington, D.C.
- Provide promotional articles and photos for inclusion in NACo's County News.
- Maintain a 'Welcome/Information' desk in the registration area during WIR 2027 conference registration hours.

NACo Responsibilities

- Provide signage, tables, and up to a 10-by-10-foot space for promotional efforts at the NACo conferences listed above, located in a high-traffic area. NACo will provide electricity and a monitor (if requested by host) to display a promotional video.
- Promote the conference via print, email, web, and other platforms.
- Provide 'Welcome/Information' desk setup for use by county volunteers/staff, including signage and furnishings.

SPECIAL EVENTS

Host Responsibilities

- Provide full financial support for the WIR Board and NACo Board of Directors reception (approximately 200 attendees), including food, beverages, and transportation if required, in coordination with NACO.
- Serve in a consultative and supporting role for the WIR conference-wide event (approximately 350–450 attendees). The host is not responsible for primary financial support of this event; NACo will lead budgeting and execution.

NACo Responsibilities

- Plan logistics, budget coordination, and execution of receptions and the closing event, including entertainment and transportation.
- Lead financial planning and execution for the conference-wide event.

SPOUSE/GUEST ACTIVITY TOURS

Host Responsibilities

- Work with the local visitors bureau to provide a menu of options for guests and families.

NACo Responsibilities

- Publicize this program pre-conference and onsite.

TRANSPORTATION

Host Responsibilities

- Provide financial support for transportation required throughout the event, including for receptions, mobile tours, and other events, in coordination with NACO.

NACo Responsibilities

- Arrange shuttle services and staff support for all special events and mobile workshops.

PERSONNEL

Host Responsibilities

- Provide volunteers and support staff during the conference as required by NACo (up to four personnel), in coordination with the Nevada Association of Counties.

NACo Responsibilities

- Provide NACo staff including a meetings manager, registration specialist, program manager, and additional support staff.

COORDINATOR

Host Responsibilities

- Designate a single person as liaison between Douglas County, Nevada, the Nevada Association of Counties, and NACo.

NACo Responsibilities

- Designate a core team including a program manager and meetings manager.
- Schedule coordination calls monthly (6–10 months out) and biweekly (within 5 months of the event). The Nevada Association of Counties will be included in planning calls as appropriate.

CONFERENCE PROGRAM CONTENT

Host Responsibilities

- Work with NACo to recommend and develop mobile workshops, topics, and speakers, in coordination with the Nevada Association of Counties. Support meals and transportation associated with program activities.
- Secure participants for the presentation of colors and the national anthem.

NACo Responsibilities

- Facilitate logistics and registration, develop and fund programming, and coordinate speakers with WIR leadership.

IV. Fundraising and Financial Responsibilities

Douglas County, Nevada, is responsible for raising funds and in-kind services necessary to support the activities and events listed under 'Host Responsibilities.' The Nevada Association of Counties (NACO) may assist with sponsorship outreach and coordination in support of the host county's fundraising efforts; however, NACO assumes no independent financial obligation under this MOU. NACo is responsible for funding and executing the activities and events listed under 'NACo Responsibilities.' Sponsorships sought by the host or the state association must be coordinated with NACo to avoid conflicts. **Based on historical experience, the total estimated cost of Host Responsibilities is approximately $85,000; this figure will be further clarified as the program is finalized in conjunction with NACo.**

V. Authority

The roles and responsibilities in this MOU are intended to improve coordination, implementation, and execution of the WIR 2027 Conference. This MOU does not create or diminish any legal right or obligation. Nothing in this document alters the statutory authority of any party.

Douglas County, Nevada

Signature: _____

Name: _____

Title: _____

Date: _____

Nevada Association of Counties (NACO)

The Nevada Association of Counties signs below to acknowledge its awareness of the commitments made by Douglas County, Nevada, under this MOU and to affirm its intent to actively participate in conference planning in a coordination and support capacity. NACO does not assume independent financial obligations under this agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

National Association of Counties

Signature: _____

Name: Matthew Chase

Title: CEO/Executive Director, National Association of Counties

Date: _____

AGENDA ITEM NO. 14.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: April 2, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

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

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed.

These boards/commissions/meetings include but are not limited to the following:

Mark Gardner, Chairman:
- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alt.)
- Regional Transportation Commission
- Quad County Coalition

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
- Joint Powers/Waste Management (Alt.)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: