Douglas County

Board of County Commissioners
Public Meeting Notice and Agenda

Mark Gardner
Sharla Hales
Walt Nowosad
Wesley Rice
Danny Tarkanian

Thursday, August 1, 2024 **10:00 AM** **Historic Courthouse**
1616 Eighth Street
Minden, Nevada 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

August 1, 2024

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE
Led by Clerk-Treasurer Amy Burgans

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 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.

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

APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the June 20, 2024, regular meeting and the June 25, 2024, special meeting of the Board of County Commissioners.

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

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

A. For possible action. Discussion on the conditional approval of the Outdoor Festival Permit application for the Genoa Candy Dance Arts & Crafts Faire to be held September 28, 2024, from 7:00 AM to 10:00 PM, and September 29, 2024, from 7:00 AM to 8:00 PM, to be held throughout the Town of Genoa, subject to the stated conditions/comments by the reviewing departments. Submitted by Jody Brunz, Genoa Town Manager. (Amy Burgans)

B. For possible action. Discussion on the conditional approval of an amended Outdoor Festival Permit application to add four additional dates for the Harveys Outdoor Concert Series to be held August 29, 2024; August 30, 2024; August 31, 2024; and September 14, 2024, from 5:00 PM to 11:00 PM, in the back parking lot at Harveys Lake Tahoe Hotel & Casino, 18 Highway 50, Stateline, Nevada, subject to the stated conditions/comments by the reviewing departments. Submitted by Caesars Entertainment, dba Harveys. (Amy Burgans)

C. For possible action. Discussion to approve a $60,000 purchase order with Sysco Food Services for food commodities and for operating supplies for Fiscal Year 2024-25; and a $40,000 purchase order with US Foods for food commodities and for operating supplies for Fiscal Year 2024-25. (Kathy Lewis)

D. For possible action. Discussion to approve a $45,000 blanket purchase order for Superior Plus-High Country Propane (G/L Account #242-362-520-088) for Fiscal Year 2024-25. (Kathy Lewis)

E. For possible action. Discussion to approve an Easement Relocation Agreement for a drainage easement located at 1310 Downs Drive, Minden, Nevada (APN: 1420-33-602-009) in order to accommodate the construction of a detached garage by the homeowner. (Jeremy Hutchings)

F. For possible action. Discussion to: 1. Accept a $6,000 Mobile Outreach Safety Team (MOST) grant award for the period of July 1, 2024, through June 30, 2025; 2. Adopt **Resolution 2024R-082** which augments the budget in the Social Services Fund to account for the grant award; and 3. Authorize the County Manager to sign the grant award and all associated grant paperwork. (Geoff Bonar)

G. For possible action. Discussion to retroactively approve an independent services contract from July 1, 2024, through December 31, 2026 for: (1) the appointment of Dr. John R. Holman, M.D. as the Douglas County Health Officer for a cost of $400 per month; and (2) the appointment of Dr. John R. Holman, M.D. as the Medical Director for Douglas County for a total cost not-to-exceed $62,800 annually; and (3) authorize the County Manager to execute the contract. (Jodi Martinez)

H. For possible action. Discussion to authorize a settlement with Anthony and Selah Sullivan for outstanding room taxes and penalties owed for the vacation home rental located at 705 Gary Lane, Unit A, Stateline, Nevada requiring the Sullivan's to pay the $2,188.52 outstanding Room Tax principal and $800 of outstanding penalties for a total payment of $2,988.52, and authorize Douglas County staff to write-off the remaining $4,698.82 in assessed penalties and interest. (Zach Wadle')

I. For possible action. Discussion to approve the purchase of fourteen (14) APX 8000 ALL Band Handheld Radios, eight (8) single-unit chargers, and eight (8) remote speaker microphones from Motorola Solutions at a total cost of $99,968.56 by the Douglas County Sheriff's Office. (Undersheriff Elges)

J. For possible action. Discussion to approve the purchase of two Ford F-150 trucks for the Douglas County Sheriff's Office fleet from Capitol Ford in Carson City for a total cost of $95,710.50. (Undersheriff Elges)

K. For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for April 2024 to June 2024. (Undersheriff Elges)

L. For possible action. Discussion to approve a $88,522.60 purchase order for the purchase of two communications service monitors and accessories from Testforce USA. (Kara Easton)

M. For possible action. Discussion to approve a $111,532 purchase order for the purchase of radio equipment from JPS Interoperability Solutions, Inc., and authorize the County Manager to execute any required documents. (Brent Finster)

N. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through July 1, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

O. For possible action. Discussion to adopt **Resolution 2024R-078** ratifying the elimination of the $200 District Courts I and II and $250 Tahoe Justice Court Indigent petty cash accounts. (Kathy Lewis)

P. For possible action. Discussion to approve using the $76,700 Energy Efficiency and Conservation Block Grant (EECB Grant) to upgrade the heating/cooling unit at the Animal Shelter and replace the lights in County buildings to be more energy efficient. (Kathy Lewis)

Q. For possible action. Discussion to adopt **Resolution 2024R-079**, authorizing the distribution of transient occupancy taxes collected in the Room Tax fund to the Carson Valley Visitors Authority, in an amount equal to 5/8 of the 1% transient occupancy tax collected, and 3% of the transient occupancy tax, less a 1% administrative fee, for Fiscal Year 2024-25 per Douglas County Code sections 3.14.020(A) and 3.12.020(A). (Jenni Cartwright)

R. For possible action. Discussion to adopt **Resolution 2024R-080**, authorizing the distribution of Fiscal Year 2024-25 transient occupancy taxes collected in the Room Tax fund per Douglas County Code 3.14.020(A) to the Lake Tahoe South Shore Chamber of Commerce, in the amount of $75,000, and the remaining funds to the Lake Tahoe Visitors Authority. (Jenni Cartwright)

S. For possible action. Discussion to approve a $51,758 Purchase Order with NV JFG Systems LLC to provide software, service, managed detection response, equipment and maintenance to Court IT for Fiscal Year 2024-25. (Delores Goelz)

T. For possible action. Discussion to approve Public Works Fiscal Year (FY) 2024-25 annual purchase orders for the following vendors: SHI International Corp - $24,700 (water and sewer utilities); and Western Nevada Supply (Cla-Val parts) - $45,000 (water utilities). The goods and services purchased by Douglas County Public Works from SHI International Corp under this purchase order support the system compliance monitoring software for the water and sewer utility. The equipment purchased by Douglas County Public Works from Western Nevada Supply under this purchase order is required for the operation and maintenance of the Water and Sewer Utility. (Nicole Hubbard)

U. For possible action. Discussion to (1) approve a $168,851.71 construction contract change order for the North Valley Wastewater Treatment Plant Effluent Storage Pond Repair Project with Rapid Construction, Inc., which increases the total contract price to $584,354.71, and authorize the Director of Public Works to execute the change order; and (2) adopt **Resolution 2024R-081** to augment Capital Outlay Project 22S02 from Capital Reserves. (Rick Robillard)

V. For possible action. Discussion to approve a $12,205.01 services contract with Pacific States Communications of Nevada, Inc., d/b/a PacStates, for annual maintenance, support and licenses for the Mitel VoIP phone system at China Spring; and authorize the County Manager to execute the contract. (Peace Ruggia)

W. For possible action. Discussion to approve a $79,277.47 purchase order with Cloudnomics for the purchase of annual licensing, support, and VPN for the County firewalls for Fiscal Year 2024-25. (Peace Ruggia)

X. For possible action. Discussion to authorize the Town of Genoa to accept a cash donation of $49,048.71 from the non-profit organization Friends of Genoa to be used to reimburse town expenses related to the Genoa Community Church projects which exceeded the amount of previously allocated American Rescue Plan Act funds. (Jody Brunz)

ADMINISTRATIVE AGENDA

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

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

1. For possible action. Discussion to accept the Douglas County Public Administrator's quarterly report for April 1, 2024, through June 30, 2024. (Steve Walsh)

2. For possible action. Discussion on the reorganization of the Douglas County Juvenile Detention Center, including the elimination of three Youth Counselor positions (Pay Grade 109) and replacing these positions with two Youth Detention Counselor Senior positions (Pay Grade 110), and creating a Youth Detention Supervisor position (Pay Grade 202). (Tammy Morris)

3. For possible action. Discussion on the adoption of **Resolution 2024R-085** transferring Douglas County's unused 2024 Private Activity Bond Volume Cap of $ 3,346,667.73 to the Nevada Rural Housing Authority (NRHA). (Kathy Lewis)

4. For possible action. Discussion to approve a Memorandum of Understanding between the Carson Valley Arts Council and Douglas County to establish a Public Art Advisory Organization and for a funding commitment starting at $15,000 per year and escalating each year thereafter. (Brook Adie)

5. For possible action. Discussion on Tentative Subdivision Map (TSM) Application DP 24-0040, a request to subdivide 28.55 acres into: (a) 25 single family residential lots, the smallest being .84 acres and the largest being 1.01 acres in size; and (b) two drainage and access parcels of 1.20 and .58-acres respectively. The subject parcel is located on the north side of Stephanie Way, just east of the intersection of Kayne Avenue in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Johnson Lane Community Plan area. The applicant is Armil Properties, LLC, and the applicant's representative is Michael Stanka, Stanka Consulting, LTD. This is a resubmittal of the previously approved TSM application 18-002. APN: 1420-27-401-010. (Kate Moroles-O'Neil)

6. For possible action. Discussion on Tentative Subdivision Application DP 24-0087, a request to subdivide 7.59 acres into 6 single-family residential lots, the smallest being 1.0 acre and the largest being 1.58 acres in size. The subject parcel is located at 3282 Plymouth Drive in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Indian Hills/Jacks Valley Community Plan area. The applicant is Peter Beekhof, Westridge Homes, Inc., and the applicant's representative is Michael Stanka, Stanka Consulting, LTD. APN: 1420-18-301-017. (Lucille Rao)

7. For possible action. Discussion on the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Drayton Trust (Pleasantview); (b) Aloha/Rain Shadow Ranch (Phase 1); (c) Maryanne Road LLC (Rain Shadow Ranch Phases 2 and 3); and (d) Valley Vista Estates. (Andrea Pawling and Tom Dallaire)

8. 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 meetings/functions they have attended and any request by a Commissioner for discussion of a future agenda item. (Chairman Rice)

CLOSING PUBLIC COMMENT (No Action)
At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of Commissioners or those agenda items where public comment has not already been taken.

ADJOURNMENT

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM
COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the June 20, 2024, regular meeting and the June 25, 2024, special meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the draft minutes of the June 20, 2024, regular meeting and the June 25, 2024, special meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:

ATTACHMENTS:
06202024ForBoardApproval.pdf
062524ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, June 20, 2024, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and via Zoom participation as well as was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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

COMMISSIONERS PRESENT:
Wesley Rice, Chair
Sharla Hales, Vice Chair
Mark Gardner, Commissioner
Walt Nowosad, Commissioner
Danny Tarkanian, Commissioner – *via Zoom*

STAFF PRESENT:
Jenifer Davidson, County Manager
Dan Coverley, Sheriff
Doug Richie, Chief Civil Deputy District Attorney
Michelle Pablo, Senior Deputy Clerk

PLEDGE OF ALLEGIANCE
Led by Commissioner Nowosad.

PUBLIC COMMENT (No Action)

Chairman Rice speaks:
Alright, the next item on the agenda is Public Comment. And I have read this into the record on numerous occasions, but I will say it again; Public Comment is limited to three minutes per speaker unless additional time is granted by the Board Chairman. 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 30 seconds left and you should conclude your comments. Once the light turns red, please sit down. The comments will be not allowed if they are willfully disruptive of the meeting, if they are irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amount to a personal attack, or interfering with the rights of other speakers, that person will be asked to sit down or will be removed without notice. Having said that, Public Comment is now open.

Jim Jackson speaks:
Good morning. First, I want to congratulate the two Commissioners that won their elections; Commissioner Gardner and Commissioner Tarkanian. And I received a newsletter called *The Buzz*; I believe that came from the Commissioners, it was very informative. I think there was only one thing that was left out of it and that's how each of you voted on items. It said how the item won, but it didn't say how each of you voted and I think that would be a very essential part to add to that. The other thing I want to bring up, of course, is Johnson Lane Painted Rock Mine. We have had our first accident with gravel trucks at the corner of Johnson Lane and Fremont. A gravel truck, a double, I believe, I wasn't there when it happened, didn't make the corner and took out the power pole that was on the corner. Didn't knock it down, but cut it in half and they have now replaced it with a steel pole. That's going to happen from time to time, but the comments that came from the drivers and from other people that were there to some of the other residents was rather interesting. They said that Douglas County needs to rebuild the whole intersection there to make allowances for these big trucks to go through there and at the County's expense.

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Johnson Lane and Fremont is not a big intersection and it is not one that trucks should be turning on. And most of the local deliveries that have gone there have not had any problem. This one was going north on the street and turning to go south, or it was going east, turning to go south on Fremont, just didn't make it. And then down the road about another quarter of a mile, he took out another sign. So this is going to be happening up there and we need to make sure that it doesn't happen anymore. Other than that, things have been kind of quiet up there in our area and we'd like to keep them that way. We'd also kind of like to know when you're going to let us know what you're going to do, everybody's been kind of sitting on the sidelines waiting to hear what the County is going to do. We've heard rumors here and there of what's going to be going on, but we have no definitive information on when you're going to let us know what you're going to do. So if you could do that for us sometimes, just let us know, we would certainly appreciate it. Thank you.

Ellie Waller speaks:
The Tahoe Douglas Visitors Authority was created by the Nevada Legislature in June 1997 with the passage of Assembly Bill 616. In 2017, a new one percent Room Tax collected was added as a Tahoe revenue sharing formula between TDVA and Douglas County. The TDVA was created to address the problems and needs of the Township and build an event center, the event center is built and operational. I'm asking that a presentation come before this Board to discuss the Transit Occupancy Tax distribution percentages and who should determine what is in the best interest of the property owners in the Township. I'm asking that a presentation include items, and I'll get to those. Douglas County retains a Lobbyist, the 2025 legislature should be addressed to amend AB616 and change the percentage of TOT that goes to Douglas County to reflect today's needs of the Township, and add language that the citizens of Douglas County collectively, through BoCC vote, not the TDVA, should determine the needs of the Township. Next, many ask about the $1.3 million allocated to the event center, explaining Redevelopment 2 Area is confusing. In 2016, a Tax Increment Financing District was established. How much is each Lake entity in the TIF paying to fund the $1.3 million obligation? By referendum, during the 2020 General Election, the RDA 2 was dissolved, but property tax dollars collected in that TIF are still spent in Douglas County. By referendum, the bond will not exceed $34.25 million, correct me if I'm wrong. I'm also requesting the County Manager provide a presentation for action so the public, as well as you as Commissioners, can clear up these misconceptions that Douglas County does not fund the event center in any capacity. Provide the names of the properties, entities subject to the tax increment payments, is it the same? Is the event center paying now? Is Barton paying in place of the Lakeside Inn? Next, TDVA and LTVA, the Lake Tahoe Visitors Authority, accountability presentation update is necessary. Examples for discussion, 1997 to 2017, how much funding was collected before TDVA went to TRPA in 2017 for the approval of the event center? Was a separate fund created and invested? Was it tracked? Was it audited? This needs to go to the Audit Committee. Thank you.

Laurie Lile speaks:
Good morning. Today I'm representing the Carson Valley Quilt Guild. On June 1st and 2nd, we had our biennial quilt show and we held it at the Community Center. It was a great show, we really had a nice turnout, probably 800 to 900 folks came to our show, including Commissioner Tarkanian, which was nice to see him. But what I wanted to do today was express my gratitude to the staff at the Community Center; Scott Doerr, Cole Cline, Josh, Heather, Colleen. The entire staff there were exceptional in their customer support, customer service, ability to help us produce the show. And I just wanted to explain that that, to me, is unusual, that to have that level of high-quality staff that are so willing and so committed to helping the public in their community. Worked in a lot of different jurisdictions and with a lot of different staff and I find that to be something that is unique to Douglas County, not just to the Recreation staff, but to the staff in general. Everyone I've worked with, I've had an excellent interaction with and I just want to say that that comes from the top. So thank you, Commissioners, for supporting that level of staffing and that level of customer service in your staff. Thank you.

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Jason Gibson speaks:
Good morning. On behalf of the Foundation for the Law of Time, you get the big hat this morning. It's a cusp of summer solstice, not that corporate subject citizens acknowledge that, most of you are lost in time and it's going to be that way forever it seems. Hats off to Carson Valley Arts and to all the folks involved in the Hot Air for Hope Balloon Festival, the most progressive festival probably on the West Coast. Unfortunately, our colleagues tell us that the Board of County Commissioners cut all your funding this year, they don't want those kind of festivals, they don't want that kind of social fabric. We know that Commissioner Gardner had a significant influence in cutting that funding for you, so we're going to have to come up with other alternatives. And we know that according to the Black Friday budget meetings, they're tightening the belt on your arts, on your social fabric. And they are allocating all of those monies for their cop city, for the JLEC institution, 57-acre cop city that they're so proud of. And you're not going to see much progress when it comes to your infrastructure, utilities, your roads, or your arts in the future. So we have to get very creative and start counter claiming and holding them accountable under Title 18, Conspiracy Against Rights. Now we're here this morning because they're going to transfer $6 million earmarked for the American Rescue Plan Act to their cop city future. That money is allocated for the recovery of those of us who have yet to see a dime from the American Rescue Plan Act, they're using those monies to line their pockets, to expand their criminal enterprise. And a vast majority of those monies are being used to fund their, to support and fund their shareholders and their stakeholders in the endeavor that's being constructed off of Buckeye Road on 57 acres, referred to as the JLEC justice administration law enforcement center. That's what's happening today. We also have Justin Clouser in the audience today, he's got three agenda items. He's the employee for Douglas County who administrates all of the so-called public defense funds and Public Defenders who are supposed to be representing your best interests. So this one's for all of you single fathers out there who have had your kids stolen from you by law enforcement, by the JLEC institution, by these attorneys, and by the black magistrates that they serve. This is for you fathers who have been targeted, profiled, and harassed, and this is to the Federal Government and those marshals who are tuning in, that the fed has acknowledged that there is a committee that is responsible for defending us. And that they will be coming to our aid and we look forward to that in the nearest future.

Coleen Lawrence speaks:
I have a handout, can I? I am a Health Policy Consultant for Thrive Integrated Health Services, I'm also a Douglas County resident for over 35 years. I just gave you a handout, Thrive Integrated Health Services is a Mental Health Outpatient Clinic in town, and I'm actually not going to work off of a script. Today, we are just here to introduce ourselves to you guys because we have been participating in the strategic health plan that was put on with Douglas County Clinic. And really, what we want to do is we want to put on the forefront the importance and the need for mental health services in our Valley. We were with all of the strategic planning sessions, we did the end one, we actually brought our physician to the strategic planning health session. And the handout that I gave you today was to show you how we aligned with the strategic health planning session. In 2021, we brought in all federal funds, no State funds, no County funds were utilized in the building of our clinic. It was over $2 million as seed money to bring in a brand new funding stream for Douglas County. At that time, we brought in and we refurbished a building that was already in town, so that actually aligned with what Main Street Gardnerville was doing. If anybody is from here, it was the old Fitzhenry's, or the old bank, so we've been putting a lot of money into that building. On top of that, we use our workforce development. So we are training clinicians, we've already had three interns that have gone private practice and so we try to keep our clinicians into Nevada. We understand that we're going to turn over clinicians and they're going to start new practices, we're okay with that. On top of that, we're the private public collaborators, so we cannot stress in Douglas County how well trained our Douglas County Sheriff's Office is when it comes to de-escalating mental health crisis. On top of that, it is the partnerships we have with East Fork Fire, Douglas County needs to be very proud of how our Douglas County Sheriff's Office and our East Fork Fire works with individuals who have mental health. We are very proud to have that. We also work with our Douglas County School

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District, we do our crisis call systems. So if you look at that, we have over 300 calls of crisis services that we have responded to just in Douglas County system, we have over 2,400 hours of therapy that we have responded to in this time frame. So we just want to keep it on the forefront, the need for crisis and for mental health services in our Valley. Thank you.

Chairman Rice speaks:
Thank you. Welcome to the Chambers.

Ms. Lawrence speaks:
Thank you.

Chairman Rice speaks:
Is there are any further Public Comment?

Jim Slade speaks:
In my Opening Public Comment at your June 6th meeting two weeks ago, I pointed out the multiple mistakes that the Chairman had made on the May 16th meeting just on the approval of the agenda, the previous minutes, and the Consent Calendar, three regular straightforward items. His allies, Commissioners Hales and Gardner, came to his defense, pointing out that everyone makes a little mistake every once in a while. I agree. Chairman Rice, however, made by my count, nine errors in six minutes, all on the easiest items on the agenda and some of them were not minor. He was corrected by Ms. Hales, Mr. Tarkanian, Deputy DA Richie, and twice by Mr. Gardner. The other four mistakes went uncorrected. Twice the Chairman neglected to announce the results of a vote, which is important, especially for the record and should be done every single time, even if that's just to say passes unanimously. He asked for votes on the approval of the agenda for the last meeting, other than that, rather than that day's meeting. He next moved on to the approval of the agenda, oops, and had to be reminded that it was the approval of the previous minutes. After that, when the Consent Calendar was being considered, he mistakenly asked for votes on the minutes, as you can see on page 14 of your packet. On Item L that was pulled from the Consent Calendar, the Chairman had had to be reminded to read the item into the record, had to be reminded separately that he needed to take Public Comment, separately that he needed to ask for further discussion from the Board. And after a motion was made for approval, the Chairman called for a vote, but then had to be reminded that the motion needed a second, as shown on pages 16 to 17 of your packet. That is not just an occasional little mistake, that is multiple errors, all of which are important to the proper legal way to Chair a meeting. That reflects poorly not just on the Chairman, but on the entire Board and the County. I would bet, since all of you are Republicans, that all of you have had concerns about the age and cognitive ability of the US President and have expressed them privately or in conversations. I share some of those concerns. The Chairman of the Board, this Board, however, I believe is close to that same age, and judging by all the errors he made at the May 16th, you should have similar concerns. Imagine that there's some reluctance to replace the Chairman mid-year, in part because you don't want to embarrass him, but allowing him to stay in that position embarrasses the Board and the County. You shouldn't feel compelled to wait until the end of the year to select a new Chairman, you should do it at your next meeting. Finally, I made a mistake at the last meeting thinking Mr. Rice was in his third term instead of only his second, I apologize for saying something that was incorrect. See, it’s not that hard to apologize for saying something that’s untrue, you should try it sometime, Mr. Rice. And I would request that Item Q be pulled form the Consent Calendar. Thank you.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none, I will close Public Comment.

Commissioner Gardner speaks:
Mr. Chair?

UNAPPROVED

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
Thank you, I just have a quick one. I, too, want to thank the voters of Douglas County for entrusting me with an additional four years term as a Commissioner. I appreciate the support that I received, so thank you very much, Douglas County.

Chairman Rice speaks:
Thank you, Commissioner. And welcome back and it'll be a pleasure serving with you again.

APPROVAL OF AGENDA

RESULT:	**PER CHAIRMAN RICE PPROVED BY ACCLAMATION.**

APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the minutes of the May 16, 2024, regular meeting and the May 20, 2024, special meeting of the Board of County Commissioners.

RESULT:	**PER CHAIRMAN RICE APPROVED BY ACCLAMATION.**

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

DOUGLAS COUNTY LIQUOR BOARD

I. For possible action. Discussion to approve adding Jason Sides to the existing Package Retail Liquor License, On-Site Unrestricted License, Caterer's Liquor License, Entertainment Endorsement and a Non-Restricted Gaming License for Neva One, LLC, dba, Golden Nugget Lake Tahoe Hotel and Casino. Jason Sides has signed a Waiver of Notice of Hearing. Neva One, LLC dba Golden Nugget Lake Tahoe Hotel and Casino is located at 50 Highway 50, Stateline, Nevada 89449. (Captain Michitarian)

Chairman Rice read the agenda item into the record.

Chairman Rice speaks:
And you're not Captain Michitarian.

Commissioner Nowosad speaks:
Mr. Chairman?

Chairman Rice speaks:
Sir.

Ron Elges, Undersheriff, speaks:
Good morning, Chairman.

UNAPPROVED

Commissioner Nowosad speaks:
Correction to the reading of the item; you said restricted, as opposed to unrestricted.

Chairman Rice speaks:
Non-restricted. Oh, there's two places, one is the on-site unrestricted license and then a non-restricted gaming license. Thank you. Go ahead, sir.

Undersheriff Elges speaks:
The Sheriff has graciously given Captain Michitarian a vacation day, so he's not here, I apologize. But we reviewed the file and we are not contesting Mr. Sides being added to that Liquor License.

Chairman Rice speaks:
Thank you. This is an action item.

Commissioner Gardner speaks:
Mr. Chair?

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
I have a motion, then.

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
Okay, I move for the approval of adding Jason Sides to the existing Package Retail Liquor License, On-Site Unrestricted License, Caterer's Liquor License, Entertainment Endorsement and a Non-Restricted Gaming License for Neva One, LLC, dba Golden Nugget Lake Tahoe Hotel and Casino, as presented.

Chairman Rice speaks:
Thank you. Is there a second?

Vice Chairwoman Hales speaks:
Second.

Chairman Rice speaks:
Moved and seconded. Now we will open it to Public Comment. Yes?

Commissioner Gardner speaks:
We don't have Public Comment on Liquor Board items, Mr. Chair.

Chairman Rice speaks:
It says possible action. Okay, did you take note of that, sir? Alright, thank you. Any comments? Seeing none, we'll go straight to the vote. All in favor say aye. Any opposed? It passes unanimously. Thank you, Undersheriff.

Undersheriff Elges speaks:
Thank you, sir.

UNAPPROVED

MOTION TO: Approve the addition of Jason Sides to the existing Package Retail Liquor License, On-Site Unrestricted License, Caterer's Liquor License, Entertainment Endorsement, and a Non-Restricted Gaming License for Neva One, LLC dba Golden Nugget Lake Tahoe Hotel and Casino; carried.

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

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

CONSENT CALENDAR

Chairman Rice speaks:
On the Consent Calendar we have A through AI. I understand that Items L, M, I'm sorry, M and N are going to be pulled and Item P will be pulled. Other than the items that are going to be pulled, I need a motion to approve the Consent Calendar.

Commissioner Gardner speaks:
Okay. So Mr. Chair, I'll move for the approval of the Consent Calendar minus Items M, N, P and a member of the public has also requested Item Q be pulled. So I will move for the approval of the Consent Calendar minus M, N, P and Q.

Commissioner Nowosad speaks:
Second.

Chairman Rice speaks:
Moved and seconded. Any comment? Alright, all those in favor of approval of the Consent Calendar as presented with the exception of those items, say aye. Any opposed? The motion carries. These things are getting to be way too many pages.

MOTION TO: Approve the Consent Calendar A-AI, with M, N, P, and Q pulled for further discussion; carried.

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

A. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease A-6, at the Minden Tahoe Airport with Alyson Rieken retroactively to May 1, 2024, and authorize the County Manager to sign the agreement. (Heather MacDonnell)

B. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease A-7, at the Minden Tahoe Airport with Robert Trumbly retroactively to May 1, 2024, and authorize the County Manager to sign the agreement. (Heather MacDonnell)

UNAPPROVED

C. For possible action. Discussion to approve a month-to-month T-hangar lease, Lease C-2, at the Minden Tahoe Airport with Russell Weil retroactively to June 1, 2024, and authorize the County Manager to sign the agreement. (Heather MacDonnell)

D. For possible action. Discussion to approve task order "A," to reconstruct taxiway A3 at the Minden-Tahoe Airport, Airport Improvement Plan number 3-32-0013-044-2024 in the amount of $104,960, as set forth in the existing professional services agreement with Armstrong Consultants, Inc.; and authorize the County Manager to execute the task order. (Heather MacDonnell)

E. For possible action. Discussion on: (1) Lease Amendment #2 to Land Lease 056 between Douglas County and Empire Capital Holdings, LLC at the Minden Tahoe Airport, which will serve to assign a portion of that leasehold to 87 Enterprises LLC and deposit funds with the County to secure the cleanup of the remaining leasehold; and (2) Land Lease 131, a standard 30-year land lease with 10-year option, between Douglas County and 87 Enterprises LLC; and authorize the County Manager to sign the documents. (Heather MacDonnell)

F. For possible action. Discussion on a Revised conditional Outdoor Festival Permit application submitted by Caesars Entertainment, dba Harveys, for the Harveys Outdoor Concert Series to be held June 14, 2024 through September 21, 2024, from 5:00 PM to 11:00 PM in the back parking lot at Harveys Lake Tahoe Hotel & Casino, 18 Highway 50, Stateline, Nevada, subject to the stated conditions/comments by the reviewing departments. (Amy Burgans)

G. For possible action. Discussion on three on-call professional service contracts to assist Community Development with engineering review and engineering design services; land surveying services; and civil engineering services through June 30, 2025, with 1) DOWL, LLC for $49,000, 2) NCE (Nichols Consulting Engineer, CHTD) for $49,000, and 3) RCI (Resource Concepts, Inc.) for $49,000 and authorize the County Manager to execute the contracts. (Jeremy Hutchings)

H. For possible action. Discussion on a Contract for Services between Douglas County and Wood Rodgers, in the amount not-to-exceed $99,730.00, to prepare the 2025 transportation plan update by evaluating capacity improvement needs at specific intersections and roads throughout Douglas County, for a term of June 20, 2024 through June 30, 2025. (Tom Dallaire)

I. For possible action. Discussion to: 1. Adopt Resolution 2024R-067, which augments the budget in the Senior Services Fund, increasing donation revenue and small equipment expense by $50,000; and 2. Approve the purchase of new patio furniture for the Community Center in the amount of $43,210.20, including a down payment of 50% of the costs to be made prior to the delivery of the furniture. (Geoff Bonar)

J. For possible action. Discussion to adopt Resolution 2024R-064, authorizing payment of $125,000 from Douglas County to the Carson Valley Conservation District for Fiscal Year 2024-25 for weed control and administration expenses. (Ryan Stanton)

K. For possible action. Discussion on Amendment No.1 to Grantee's Agreement No. PR436-23-802 between the Nevada Department of Transportation and the Douglas Area Rural Transit (DART) program to increase federal grant funding in the amount of $729,685 to be used for the administration, operation and capital expenses of DART. (Geoff Bonar)

L. For possible action. Discussion on a contract with Justin M. Clouser, Esq. for a total not-to-exceed amount of $37,500 to provide legal services to the Western Nevada Regional Drug and DUI Court participants as part of the Douglas County Indigent Defense program from July 1,

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2024, through June 30, 2025, and authorize the County Manager to sign the contract. (Scott Morgan)

M. For possible action. Discussion on a contract between Douglas County and Justin Clouser, Esq. to provide, on an as-needed basis, legal services as the Appointed Counsel Program Coordinator for the County's indigent defense services program at a rate of $150 per hour, not-to-exceed $168,400, from July 1, 2024, through June 30, 2025; and authorize the County Manager to sign the contract. (Scott Morgan)

N. For possible action. Discussion on five, one-year indigent legal services contracts with Brian Filter, Martin Hart, Matt Ence, Max Stovall, and Mary Brown, 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, 2024, through June 30, 2025, and to authorize the County Manager to execute the contracts. (Justin Clouser, Indigent Defense Coordinator)

O. For possible action. Discussion to approve Douglas County Sheriff's Office Fiscal Year 2024-25 Blanket Purchase Orders (1) for $210,000 with Sysco Corporation to purchase food and kitchen supplies for the Douglas County Jails and to approve change orders up to 10% of the original purchase order authorization; (2) $55,000 with Salt Lake Wholesale Sports to purchase ammunition and to approve change orders up to 10% of the original purchase order authorization; and (3) $54,000 with Bob Barker Company, Inc. to purchase inmate clothing and supplies and to approve change orders up to 10% of the original purchase order. (Undersheriff Elges)

P. For possible action. Discussion to accept the donation of two trained canines from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office. (Undersheriff Elges)

Q. For possible action. Discussion to approve a contract with Recon Healthcare Services to provide comprehensive health care services and related administration to the Douglas County Jail and inmates from July 1, 2024, through June 30, 2027, for a total cost of $1,966,608 through June 30, 2027, with a Douglas County option to renew for two additional years, through June 30, 2029, for an additional total cost of $1,455,675.21, and authorize Sheriff Coverley to sign the contract. (Undersheriff Elges)

R. For possible action. Discussion to approve Resolution 2024R-065 increasing the budget authority in the Douglas County Sheriff's Office Restricted/Assigned Use Donation Accounts by $6,061 from community donations. (Undersheriff Elges)

S. For possible action. Discussion to approve a contract with Motorola Solutions to provide a Server Refresh, remote Linux to Linux Server Migration and five years of Full Managed Services to the Douglas County Sheriff's Office and the Douglas County 911 Emergency Services for their Motorola Solutions/Spillman Software Suite system for the period of July 1, 2024, through June 30, 2029, for a total cost of $508,621; and authorize Sheriff Coverley to sign the contract. (Undersheriff Elges)

T. For possible action. Discussion to accept a $33,995 Fiscal Year 2024-25 State Emergency Response Commission (SERC) Operations, Planning, Training & Equipment Grant for the period of July 1, 2024, through June 30, 2025; adopt Resolution 2024R-066 augmenting the

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Emergency Management Fund to account for the grant award; and authorize the Emergency Manager to sign all related documents. (Kara Easton)

U. For possible action. Discussion to approve the purchase of a Chevrolet Tahoe in an amount not-to-exceed $62,500 for the Emergency Management Department. (Kara Easton)

V. For possible action. Discussion to ratify the purchase of eight Motorola GTR8000 Repeaters (VHF T7039A) and four Motorola radios for $49,900 through Sunny Communications, Inc. (Kara Easton)

W. For possible action. Discussion on the budget transfer of $6,412,949 from Fund 218-American Recovery Plan Act (ARPA) to Fund 101 - General Fund to designate currently unspent ARPA funds as lost revenue utilizing the standard allowance method under the United States Treasury Rules for ARPA funding, and thereafter transfer the same $6,412,949 to Fund 410-County Construction to continue funding and tracking costs for County Commission authorized projects in Fiscal Year 2023-24. (Kathy Lewis)

X. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through May 24, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

Y. For possible action. Discussion to adopt Resolution 2024R-068 to augment the Fiscal Year 2023-24 budgets in various funds by $660,712. (Kathy Lewis)

Z. For possible action. Discussion on amendments to Douglas County Administrative Policy and Procedure 200.11-*Compensation*, eliminating language specific to the classification of Captain due to compensation and benefits being covered by a collecting bargaining agreement. (Christine Vido)

AA. For possible action. Discussion to approve a professional services contract between Justin W. Clouser, Esq. and Douglas County to provide legal assistance to the Douglas County Public Administrator from July 1, 2024, through June 30, 2025, in an amount not-to-exceed $382.43 per month and authorize the County Manager to execute the contract. (Steve Walsh)

AB. For possible action. Discussion on a Contract Amendment No. 1 with Lumos and Associates for additional professional services related to the rehabilitation evaluation of the Lakeridge and Skyline Tank in the amount of $6,000 for a total amended contract price of $29,500 and authorize the County Manager to execute Contract Amendment No. 1. (Rick Robillard)

AC. For possible action. Discussion to increase to the Public Works Department's annual purchase order with Home Depot (2024-00000104) from $47,600 to $51,900. (Nicole Hubbard)

AD. For possible action. Discussion on Public Works annual purchase orders (and corresponding contract amendment for Qual-Econ) over $50,000 for Fiscal Year 24-25 for the following vendors: F & B Inc - $99,999.00 (Roads); Granite Construction - $ 150,000.00 (Roads); Home Depot - $ 54,400.00 (all departments) and approve change orders up to 10% of the original purchase order; Qual-Econ - $278,173.00 (Facilities), which includes the contractually authorized annual increase of 4% (and authorize the County Manager to sign the corresponding contract amendment); Silver State Analytical - $51,000.00 (Utilities & Stormwater) and approve change orders up to 10% of original purchase order; Thatcher Co - $124,000.00 (Utilities) and approve change orders up to 10% of the original purchase order; USABluebook - $61,300.00 (Utilities) and approve change orders up to 10% of the original purchase order; Western Nevada Supply (meters) - $118,000.00 (Utilities) and approve change

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orders up to 10% of the original purchase order; Western Nevada Supply (supplies) - $117,100.00 (all departments) and approve change orders up to 10% of the original purchase order. (Rick Robillard, Philip Ritger)

AE. For possible action. Discussion on an increase to the Cummins, Inc. purchase order from $45,500 to $63,000 (an increase of $17,500) in order to perform maintenance service on all of Douglas County's generators. (Jeff MacDonnell, Philip Ritger)

AF. For possible action. Discussion on an increase to purchase order 2024-00000154 for Thatcher Company of Nevada, Inc. in the amount of $30,302.66 for a new total purchase order of $139,302.66. Thatcher Company of Nevada, Inc. provides water treatment chemicals for both the Water and Sewer Utility. (Rick Robillard)

AG. For possible action. Discussion on an agreement with Tyler Technologies to process credit card payments for Douglas County utility customers; associated costs are dependent on credit card transaction amounts and volume, which will be paid from the water and sewer utility enterprise funds and authorize the County Manager to execute the agreement. (Philip Ritger)

AH. For possible action. Discussion to accept the County Recorder's report on the use of the Recorder's Technology Funds for Fiscal Year 23-24 as required pursuant to NRS 247.306. (Shawnyne Garren)

AI. For possible action. Discussion on a $68,304.22 Managed Services Agreement with Naviant, Inc. to provide an upgrade, ongoing administration, and support of the OnBase document management system for year one with automatic renewals thereafter until the agreement is canceled; and authorize the County Manager to sign all related documents. (Peace Ruggia)

ADMINISTRATIVE AGENDA

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

Chairman Rice speaks:
First of all, we will go to the first item that was pulled and Commissioner Gardner, you pulled that item?

Commissioner Gardner speaks:
Yes, sir. And I think it's important for the public to understand that yes, this is a long agenda, especially in the Consent Calendar items; however, we have as a Board, determined that we canceled our July 4th meeting because number one, it was a holiday and give us a little break. So that's why it's perhaps a little bit longer than it normally would be, is because we brought a lot of things forward and in recognition of the fact that we only have one meeting in July. Item M was pulled, I think we probably should go to Item M first and then N, or I could go to P immediately, if you wish me to, I'm good with that also. It's the determination of the Chair.

Chairman Rice speaks:
Let’s go in order, and the first item that was pulled at your request. Go ahead and…

M. For possible action. Discussion on a contract between Douglas County and Justin Clouser, Esq. to provide, on an as-needed basis, legal services as the Appointed Counsel Program Coordinator for the County's indigent defense services program at a rate of $150 per hour, not-to-exceed $168,400, from July 1, 2024, through June 30, 2025; and authorize the County Manager to sign the contract. (Scott Morgan)

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Chairman Rice read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Yes, sir. Thank you, Mr. Chairman, Members of the Commission. I thank you for allowing me the time to be with my family these past two weeks. My husband is still recovering from surgery at home, but I'm pleased to report he has a wonderful prognosis ahead of him and will be continuing on his (*microphone cut out*) I guess. That was weird, it must have been my husband coming through the microphone, he doesn't enjoy when I talk about him on the record. Anyway, to the item at question, Douglas County does contract with Mr. Clouser, who is in the audience today. Justin, did you want to join me up here in case the Board has any questions for you, sir? Regarding the administration of our indigent defense plan, his contract is in the packet. We're happy to answer any questions that the County Commission may have regarding the wonderful work that Mr. Clouser does on behalf of my office and also on behalf of the County Commission.

Vice Chairwoman Hales speaks:
Well, I asked for these to be pulled. I've been trying to learn about how this system works and maybe I'll just give a little background, it could be that everyone knows this, but I'll just share for those who may not. So there have been a lot of transitions over the past some years regarding who's responsible for providing, overseeing the Indigent Defense Counsel, as I understand it. And what we have right now is a system where the State is very involved and the State has numerous regulations and expectations, but the County runs these contracts and approves these contracts. And so we contract with you, Mr. Clouser, and so we oversee and implement our contract with you, and then we also contract with five attorneys who provide indigent defense and you oversee and manage the work of those five. Did I get that right?

Justin M. Clouser, Indigent Defense Service Program Appointed Counsel Program Coordinator, speaks:
You did very well, Sharla.

Vice Chairwoman Hales speaks:
Okay, thank you. And I did speak with, I'm sorry, I should know her last name, Robyn.

Mr. Clouser speaks:
Vasquez.

Vice Chairwoman Hales speaks:
Vasquez? Okay, I did speak with Ms. Vasquez about this because I'm trying to, in my mind, I want to make sure that we have a system where everyone is accountable for the work they're doing for the taxpayer money they're getting. And so I wanted to understand the system better as I prepared for this meeting and so I talked to Ms. Vasquez because she is our County employee who, I'm not sure what the right word is, but takes care of this, implements this program from the County's perspective. And she told me that she reviews your invoices and I feel very good about her work in making sure that you account for the work you're doing. So, I mostly wanted Item M pulled because it's important to understand the contract with you in order to talk about Item N, which is really what I want to talk about. So, do you have anything you would want to add to what I've sort of described as a high level look at how this is working, and particularly Item M?

Mr. Clouser speaks:
I appreciate that, thank you. This all came about because of a lawsuit that was filed by a defendant in one of the rural counties here. And it's called the Davis decision, issued by the Nevada Supreme Court that required State involvement in the implementation and application of public defender services throughout the rural region. In the Attorney General's Office they created a Department of Indigent Defense Services, DIDS, we all just go by DIDS. And they serve a number of functions; one of those is they provide a

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certification for those who are making applications to provide services for indigent defendants to make sure that they have the sufficient qualifications as an attorney for the category of cases that come up. Anywhere from a misdemeanor to a category A Felony, which could be a capital case. So that was part of the implementation of DIDS, is to certify all those attorneys to make sure that they were well trained and skilled for providing these services. Douglas County has provided indigent defense services for many, many years, just as their own contract. But now with State oversight, we work in partnership with that division and the accountability is becoming more ascertained. The attorneys who receive the contracts for providing indigent defense services are required to report the time that they spend on each case. There's a portal that is operated by DIDS in Carson City called Legal Server, just for nomenclature, that accounts for your actions. So for example, if you have a meeting with a client in the jail in preparation for a hearing and you spend eight tenths of an hour there, that gets input into DIDS. There's not an invoice that's provided on a case by case basis or a monthly basis, it's that Legal Server becomes the repository for all of the time. In my role, I get a quarterly report of the hours that are spent, often by category of cases so that we can see what's happening, are there things that need to be addressed or corrected. If the hours do not seem accurate for me, my responsibility is to check that out and find out why. I mean, I'm a private attorney, but I've been doing this type of work for a good part of my career and I want to make sure that the services that are being provided are properly accounted for and the attorneys are accurately recording their time.

I've got a request on the Consent Calendar to remove the contract of one of those public defenders for one of those reasons, which is the accountability. So I'm asking that that be pulled from the calendar because I need to have discussions with the County Manager and the District Attorney's Office on the procedure we're going to follow for dealing with that situation because I take this very seriously. It's important that the people who've been charged with the crime receive adequate, effective advocates. And if that's not happening or that time is not being accounted for, that's a problem for me, that's a problem for the County, it's a problem for the State. So I'm sort of the point of the spear when that comes to it and I'm comfortable with that, that's fine. I have great respect for the work they do, I've done it myself. I still do it on a private matter and occasionally I get pulled in on an emergency matter to handle something for the public defenders. So I've got my finger on the pulse of what's going on, we've got great response and great respect from the Sheriff's Office working with the deputies on the street and in the jail. We've got a very comfortable, compatible working relationship, we're all trying to do the same thing, provide adequate, effective representation, effective, timely for these individuals. And for the most part, the DIDS Office considers Douglas County to be sort of the gold standard that the other counties should be following. There are some issues coming down from the State that we're not particularly pleased with and we're working through those. We'll be putting a new indigent defense services plan together, that's something that Jenifer is working on that is going to address some of that. There are studies nationwide because this isn't just an issue in Douglas County, it's not just an issue in Nevada, it's an issue nationwide in terms of effective assistance that defendants receive. That's sort of my long winded response to your question.

Vice Chairwoman Hales speaks:
Well, I appreciate all of that very much and I think it validates my sense of things after asking many people a lot of questions about this program. I feel that you are doing a good job and that your work is monitored by the County, and from that monitoring, I know that you are doing a good job and accounting for the work that you're doing. So with that, I'm ready to make a motion.

Commissioner Gardner speaks:
Ms. Vice Chair? First of all, we need Public Comment, and secondly, I do have a question. So Mr. Clouser, did I understand that actually it's in Item N that you want to discuss removal of one of the five people that are listed there; is that correct?

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Mr. Clouser speaks:
Yeah, I do.

Commissioner Gardner speaks:
So that wouldn't be part of this motion, is that right?

Mr. Clouser speaks:
That would not be part of this motion, yeah, this is just…

Commissioner Gardner speaks:
Okay, so we'll discuss that when we get to Item N, okay?

Mr. Clouser speaks:
Yeah, sure.

Commissioner Gardner speaks:
With that then, I think we should go to Public Comment if the other Commissioners don't have any questions.

Chairman Rice speaks:
Are there any further questions? And on the big screen, Commissioner Tarkanian, any questions? Are you with us?

Commissioner Tarkanian speaks;
I'm with you and I was on mute. I apologize, I'm in a house with a bunch of loud people. No, I do not have any questions.

Chairman Rice speaks:
Thank you, sir. Alright, with that, we will open this to Public Comment.

PUBLIC COMMENT

Jason Gibson speaks:
House of Gibson, people's coalition for justice in Douglas County. The definition of indigent is poor, needy, poverty stricken, down and out, insolvent, without a penny to one's name, ruined, needy, in need and want, hard pressed, deprived, disadvantaged. I think you can see where we're going with this, they've created a subclass citizenship where they're getting filthy rich by misrepresenting those of us. Excuse me, I'm speaking here, hello, I'm on the record, I am talking, I want my time restored.

Chairman Rice speaks:
Continue, sir. And we have the right to converse while you're talking, especially the nonsense that you talk.

Mr. Gibson speaks:
The definition of indigent does not fit the class of peoples who are in need of legal services from the profiling, targeting, misrepresentation, and the aggression of the state against the people. I have personal experience with Clouser and his colleagues, Martin Hart, Brian Filter, Max Stovall, and Mary Brown. Action Item N grants them $265,000 per contract, up to $450 per day for weekend representation, which requires a whole half an hour. Now I'm talking about the mis-representation of Sharla Hales, claiming that this department does such a fine job in representing those of us who know better. These agents work for the court, they're employees of Douglas County. Justin Clouser intentionally and knowingly tried to

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put me in jail over the estate matter of my mother, through Steven Walsh and the public administration of our home, and tried to put me in jail for being disobedient and resistant to the court's lawful order. Which they couldn't prove, which they manufactured, which cost me time, which cost me stress, cost my household life points. These people are not advocates for justice, they're bankers, debt collectors, and pirates. Now, I'm here to tell you that our claims that are coming forward are going to challenge the solvency of this County because we're going to show you exactly what's happening in the inner chambers with these people. You haven't seen nothing yet, we're way behind on everything, on all of our paperwork. Each one of these agents, these so-called public defenders tried to ambush me and have been ambushing me through the authorities of Mark Gardner and Wesley Rice, who have used their influence to target and profile, and harass me and put me in jail.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none, I will bring it back to the Board. Do we have a motion?

Vice Chairwoman Hales speaks:
I move approval of the contract between Douglas County and Justin Clouser, Esquire, to provide on an as needed basis, legal services as the Appointed Counsel as presented, as the Appointed Counsel Program Coordinator, as presented.

Commissioner Gardner speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion by the Board? All those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Approve the contract between Douglas County and Justin Clouser, Esquire to provide on an as-needed basis, legal services as the Appointed Counsel Program Coordinator for the County's Indigent Defense Services Program at a rate of $150 per hour, not-to-exceed $168,400, from July 1, 2024, through June 30, 2025; and authorize the County Manager to sign the contract; carried.

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

N. For possible action. Discussion on five, one-year indigent legal services contracts with Brian Filter, Martin Hart, Matt Ence, Max Stovall, and Mary Brown, 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, 2024, through June 30, 2025, and to authorize the County Manager to execute the contracts. (Justin Clouser, Indigent Defense Coordinator)

Chairman Rice read the agenda item into the record.

Justin M. Clouser, Indigent Defense Service Program Appointed Counsel Program Coordinator, speaks:
Thank you, Commissioner. It would be my request at this point that the contract for Martin Hart be pulled for future consideration and the other four be approved.

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Jenifer Davidson, County Manager, speaks:
Mr. Chairman, if I may? Thank you, Mr. Chairman, Members of the Commission. I concur with the recommendation of Mr. Clouser that we pull Mr. Hart's contract for consideration at this time and that we potentially bring it back for consideration, if that is your recommendation. Additionally, I wish to share with the Board there is an exhibit referenced in this contract, on each of these contracts, that talks about the County's adopted plan for Indigent Defense Services. I just wanted to make the Commission aware, as Mr. Clouser informed you, we are working to amend that plan to update it with some additional requirements from the State. The County has until October of this year to, for lack of a better word, get into substantial compliance with a number of the findings and recommendations made by the Department of Indigent Defense for the State. And so we are going to be amending that plan to include some of those requirements and we're working with the State to bring forward that plan for your consideration to a future Board meeting. I just wanted to put that onto your radar. The contract attorneys that we are entering into an agreement with, if you do approve, are aware of those requirements and that need for change, so we will be bringing that forward at a future date. With that, we would turn it over to the Commission for your questions.

Chairman Rice speaks:
Thank you. Commissioners.

Commissioner Gardner speaks:
Mr. Chair?

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
The State did mandate the 48 hour bail hearings now. So that requires us to have those attorneys available for the bail hearings during the weekends now, which I think it came into law this last legislative session, if I'm not mistaken in ’23. And I believe there is some reimbursement from the State in regards to that so it's not completely out of our General Fund, is that right? Okay, so we're mandated to do this, basically, we don't have any choice. But we are getting some help from the State in regards to those expenses, is that right?

Ms. Davidson speaks:
If I may clarify? Mr. Chairman, Members of the Commission, Commissioner Gardner, to your question specifically, yes, the County does receive reimbursement, $450 per day for the weekend work; however, we do not receive reimbursement for holidays. I believe we have 12 holidays in Douglas County, that $450 is covered by the County at this point. It is something that we have asked the State to consider, that they extend this stipend into the future because we do think that this is wonderful compensation and should be continued moving forward. But we would ask that the State consider amending the bill to also include holidays for the future.

Commissioner Gardner speaks:
Thank you for the clarification, I appreciate that.

Chairman Rice speaks:
Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
Thank you. I wanted this pulled because I wanted to understand the system better and make sure that we have a system that has embedded within it accountability. So as I understand it, for our Indigent Defense

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Services the County spends $900 plus thousand every year and the State spends $900 plus thousand every year. And as I understand it, the County spends the first $900 and whatever and then the State spends up above whatever, above that. So if there's a reduction or an increase, that more likely would happen on the State's dime than on our dime. Nonetheless, I want to make sure for our $1 million rounded, we have accountability of those funds, and so I asked a lot of questions. And one of the things I asked was to see the hours that are being worked of the five counsel who are doing this work and I was provided this from the County. And at one glance, I knew it was not an accurate representation of the work that's being done, and so upon further questioning, I've come to understand that these attorneys do not consistently and across, all of them, log their time. And time is what you buy from attorneys, right, and so for our $1 million, what we're paying for is time and the way that we hold attorneys accountable is to look at how they're spending their time. So to me, it's important that we get an accurate reflection of how the time is being spent.

So when I got these hours, I calculated the average hours across the five based on 2023, based on how much money they're getting. Well, I guess I used the number for the next contract, so that was a flaw in my, but just to illustrate how deficient the hours are in the time keeping, it came out to $1,718 per hour based on the hours that we reported. So the real reason I wanted these items pulled is so that I could say the County should expect and inspect that hours be kept accurately, reflecting how the time is spent of our Indigent Counsel Defense because that's how we monitor and account for this $1 million, which is appropriately spent and should be spent. And I am confident that good work is being done, I just want a system that has embedded within it accountability. And so in my Public Comment, in my comment today, in public on the record for this item, I want these attorneys to be accurately accounting their time and providing that to Mr. Clouser so he can do his job effectively to make sure they're functioning well. And also so we can ultimately make sure we're providing the defense that the law requires and that our system expects to keep everyone fair. So, that is my purpose in asking that this item be pulled.

Mr. Clouser speaks:
I appreciate your comments, I agree wholeheartedly. We have pressure from the State, from DIDS, as well as from the County. And the County benefits by our accurate accounting of hours and that's what the bottom line is; the dollar figure that the County is able to recover from the State for what they spend based upon the accurate accounting of hours. The majority of our public contract public defenders have staff who, one of their functions is to enter the hours. There's a portal with DIDS called Legal Server that is the foundation for the accounting of hours. And that Legal Server is used in all of the counties, it's not just Douglas County that uses that with DIDS, it's all of the rural counties are required to use that system for the accurate accounting. But it funnels everything upwards, so those numbers aren't available at the County level at this point and that's one of my concerns. Legal Server is operated by DIDS so they have control over it. And additionally, because of client confidentiality, I don't have access to the individual public defenders for each case that they're working, and that's part of the system that's built in for its privacy to maintain the accounting for hours. But we don't have access necessarily for the activities themselves, that makes it a little more difficult. And that's something that I'm advocating with DIDS, that we've got to find a better way while still maintaining the client confidentiality that the defendants are entitled to. What we have is when the quarter is done, we get the report, so it's almost like the horse has already left the barn when we see that the barn door has been opened. So we have to then try to do corrective action going forward for the next quarter so that the quarter that's completed is what it is. So when I see something, it's up to me to make sure that if I find a deficiency in either the category of hours being accounted for, or just the hours in general being accounted for, it's my obligation to bring that to the attention of the public defender that may be deficient. But it kind of hamstrings me a little bit in terms of I can only look forward, I can't look backward for fixing.

Vice Chairwoman Hales speaks:
I appreciate that and that's why I wanted to say all this today.

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Mr. Clouser speaks:
Yes.

Vice Chairwoman Hales speaks:
Because we're looking forward and we're going to expect this. I did find on the DIDS website the proposed minimum standards and regulations. I don't know why they're proposed or whether they've been enacted since this was put on the website, but they say invoices submitted by assigned counsel and contract defenders should be reviewed by an administrator who should be empowered to approve or disapprove fees or expenses. It also says expenditure of public dollars should be subject to control mechanisms and audits that verify expenditure accuracy, so I guess that's more about the payment than it is about accounting for the hours. But I think that this expects a system whereby the work is monitored, and so absolutely I am in favor of more accountability and more monitoring and also of going forward with these contracts now, yes.

Mr. Clouser speaks:
I'm in full agreement with that. In terms of expenses, any request for unusual expenses or extraordinary expenses, I really don't want to call them extraordinary expenses, expenses that are necessary for proper advocacy. Maybe hiring a private investigator to do some work, or sometimes it's hiring an interpreter. We have a number of different languages that we're encountering in this region now because we have defendants who have been arrested from Los Angeles or Sacramento or other parts of the country. We had one recently that was from the Ukraine and only spoke Russian, so we had to find an interpreter. But all those requests for those extra costs cross my desk first and I either approve or disapprove or I limit it. Sometimes I'll think that what they're asking for is too excessive, so I'll dial it back and say, if you need more, come back to me, but I want to know why. So that's the stopgap that we have in terms of those expenses. The hours don't factor into that, but the expenses are certainly monitored by me and they go up the board and then they're looked at by DIDS as well because we get a lot of those reimbursed by DIDS.

Chairman Rice speaks:
Any further comments or questions from the Board? Commissioner Nowosad.

Commissioner Nowosad speaks:
Thank you. I can understand looking at unusual expenses, interpreters, car usage or whatever, but in the standard way of doing business, assisting the indigent person. And let's say they spend three hours and they charge it accordingly, at the time that that three hours is completed, are you aware of what how much time was spent?

Mr. Clouser speaks:
I don't get that. DIDS does not provide me that information from their Legal Server, they are the ones that control the distribution of the information.

Commissioner Nowosad speaks:
Okay, thank you.

Chairman Rice speaks:
Any further questions by the Board? And Commissioner Tarkanian anything?

Commissioner Tarkanian speaks:
No.

Chairman Rice speaks:
Thank you. Alright, since this is a possible action, I will open it to Public Comment.

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PUBLIC COMMENT

Jason Gibson speaks:
The first attorney private general in and for Douglas County. I've got experience with these four public, so-called public defenders and Mr. Clouser, I've got experience with their investigations teams. I can tell you they're having this discussion because there is no accountability, there is no quality control with these people, it's totally out of control. When you see our claims, when you see our torts, it's going to make your head spin, Douglas County. And they're expanding this operation at your expense to 57 acres. Now I'm here to tell you the reason why they're pulling Martin Hart's contract is because he ambushed me on two separate occasions at Stateline justice court and down here at the East Fork, and in the district ninth. Ambushed me without telling me that I had an obligatory appearance so that they could hold me in contempt of court and have me arrested. All four of these public defenders routinely violate due process, filing documentation without discussing it with their clients, filing documentation and not properly notifying you, filling that folder and that file with erroneous informations that work to forward the prosecution. All of those employees of Douglas County are for the prosecution, their first obligation and their first loyalty is to the court, it's not to their clients, we can show you that. They call it a justice system; it's nothing more than a banking cartel, a white criminal collared banking cartel. Clouser can't even, he won't even allow us to properly notify him, he's turned off his fax machine so that we have to send constant posts. We have to spend more money in notifying him and his office with postage than we than we need to. His contract is $165,000 and he won't even turn on his fax machine by which to properly notify him or respond to any of the emails that we've sent him. So we're placing y'all on notice that there is no accountability with this County when it comes to that institution they call the JLEC facility. So for each and every maladministrative error that we've been paying for, you're going to pay for it, it's going to be $10,000 a claim, minimum, small claim. Before we move into the torts, the title eighteens and before we move into the racketeering RICO situation, we're going to re-charter this County. We're going to expose what they've been doing to us for the last 150 years. Thank you for listening.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none, we will bring it back for a motion.

Commissioner Gardner speaks:
Mr. Chair?

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
At the recommendation of Mr. Clouser, I move to approve four one year indigent legal services contracts with Brian Filter, Matt Ence, Max Stovall, and Mary Brown 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, 2024 through June 30, 2025, and to authorize the County Manager to execute the contracts with the possibility, I understand, of Mr. Martin Hart coming back to us at a later date.

Vice Chairwoman Hales speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further comment? Saying none, all those in favor say aye. The motion passes unanimously. And with that, we will take a ten minute break.

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MOTION TO: Approve four, one-year indigent legal services contracts with Brian Filter, Matt Ence, Max Stovall, and Mary Brown, 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, 2024, through June 30, 2025, and authorize the County Manager to execute the contracts; carried.

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

A break was held.

P. For possible action. Discussion to accept the donation of two trained canines from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office. (Undersheriff Elges)

Chairman Rice speaks:
The next item that was pulled from Consent would be Item P, requested by Commissioner Gardner.

Chairman Rice read the agenda item into the record.

Ron Elges, Undersheriff, speaks:
Thank you, Chair, Board. I think the Sheriff and Mr. Gardner would like to speak on this.

Commissioner Gardner speaks:
Sure, I'll start out. The reason I pulled this is, this is an important program for the safety of not only the community, but the safety of our officers and I think it's important for us as a community to recognize that. How many canine units do we have now, six or seven or…?

Undersheriff Elges speaks:
Eight.

Commissioner Gardner speaks:
Eight, okay. And by having that, I actually would prefer that every officer on patrol has a canine unit in it. That would be like having two officers on every unit, it adds to their safety and the safety of the community. But I think it's important that we recognize the fact that this program is not funded through the General Fund, it is completely privately funded, not only the donation of the dogs, but also their upkeep. And so I just wanted to pull that to recognize and thank the Douglas County Sheriff's Advisory Council for providing the Sheriff's Department with this asset, and if Sheriff Coverley wishes to add anything to that, I'd welcome those comments as well.

Dan Coverley, Sheriff, speaks:
Thank you. Just as Commissioner Gardner stated, the canine program is done entirely through donations from the community. The money is donated to the Douglas County Advisory Council and then we submit invoices and bills to them and then they pay them. So the eight dogs, all their equipment, including their vehicles and a lot of the training requirements that go through are all funded, which is a huge task. And so I don't think that we would be able to have such a robust canine program without the generous donations from the public. The two dogs that are on the Consent Calendar today, they say that they're two trained canines. And what that means is, typically we've purchased dogs from a vendor and gotten the dogs as puppies and their interaction with the handlers has been zero, so that the dogs have been born in

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a litter and then we purchased them. And then we have to do all of the discipline training up front before we can actually get into the training of the dogs as far as specific to law enforcement, these dogs have all of that obedience training taken care of. So now when our deputies get these dogs, they'll be able to go right into the law enforcement part of the training, which is patrol tactics, where you see them biting somebody or searching for a suspect and then they're also narcotics trained. It's a great program, it's a huge benefit to the Sheriff's Office, it's a force multiplier for us. We recover a lot of narcotics, we find a lot of bad guys, be able to search buildings that have been burglarized or entered and cleared safely. The dogs are phenomena and I'm very grateful that we have this program.

Chairman Rice speaks:
Any other further comments by the Board? I see none and since this is an action item, we will open to Public Comment.

PUBLIC COMMENT

Jim Jackson speaks:
I agree with Commissioner Gardner, canines are extremely important to law enforcement. My interaction with canines was when I was in Vietnam and I can't tell you how many times they saved our lives by alerting us to ambushes that we were walking into. And I know myself, my life was saved by canines. Even though I wasn't the handler, I was point, the dog was ahead of me with the handler and stuff, so I heartily agree, these are extremely important animals to have in law enforcement. Thank you.

Chairman Rice speaks:
Thank you, sir. Any further Public Comment? Seeing none, we'll bring it back to the Board for possible action. And Commissioner Gardner.

Commissioner Gardner speaks:
Thank you. I heartily make a motion to accept the donation of two trained canines from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office.

Commissioner Nowosad speaks:
Second.

Chairman Rice speaks:
It’s been moved and seconded, any further discussion? Seeing none, Commissioner Tarkanian, do you have any comments?

Commissioner Tarkanian speaks:
Nope.

Chairman Rice speaks:
Thank you, sir. In that case, all those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Accept the donation of two trained canines from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office; carried.

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

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Q. For possible action. Discussion to approve a contract with Recon Healthcare Services to provide comprehensive health care services and related administration to the Douglas County Jail and inmates from July 1, 2024, through June 30, 2027, for a total cost of $1,966,608 through June 30, 2027, with a Douglas County option to renew for two additional years, through June 30, 2029, for an additional total cost of $1,455,675.21, and authorize Sheriff Coverley to sign the contract. (Undersheriff Elges)

Chairman Rice read the agenda item into the record.

Ron Elges, Undersheriff, speaks:
Thank you, Chairman, Board of Commissioners. Yes, this is something the Sheriff and I, we've been working on for a while now. And what this does is, as it says, it's comprehensive, it's going to remove any of the deputy sheriff from having to do any kind of medical service inside the jail. Currently, we have nurses that work part time and a doctor that oversees the system and then the deputies are distributing medications, doing stuff like that to help the inmates. Recon Medical will then take over all of that, they will be distributing medications, they'll have a nurse on site in the jail 12 hours a day, seven days a week. Obviously, it'll be during the daytime hours to oversee inmates and to make sure that the facilities are running properly, all the medical is being taken care of for the inmates that are inside there and in custody. The Sheriff, in a financial decision, and I can let him speak more to this; released three of the full time FTEs to make this project work so that we could make sure do the importance of what this liability causes for the County and for the Sheriff's Office to ensure this gets in place and financially stable for us for the next five years, hopefully to keep this moving and to keep the liability down for the County itself. So it's a good forward, progressive move, it seems to be kind of in trend now with a lot of different facilities that are also going the same route because of that release of liability from the County and puts it more on top of the medical corporation. And, Sheriff, if you had anything else you want to add, sir?

Dan Coverley, Sheriff, speaks:
So one of the biggest responsibilities in any jail, including ours, is the medical services that we provide. Typically, most of the inmates that stay for any amount of time receive some sort of medical treatment, and it may be as benign as some dental work, or there's a preexisting injury that they come in with. Recon, as well as distributing all medication and handling the pharmacy end of the jail, on site they will have their own blood lab. So any kind of blood draw or blood work that needs to be done, that could be done inside the facility. They will have X-ray capabilities there so we won't have to take an inmate outside of the facility to get X-rayed. The nurse will have nursing staff on for seven days a week, where now it's just five days a week at a part time sense. And so, the involvement and the oversight is going to be greater and I think that this is, like the Undersheriff said, this is where correctional health care is going for smaller facilities. Large jails like Washoe County or Clark County have a robust medical staff on scene; our smaller jails, we're on that fine line where we're not small enough not to need it, but we're big enough to, we're kind of there in the middle. Lyon County currently uses Recon Med, Elko County uses Recon Med and they're very happy with them. And this company, their business model is to target our size of jail for these kind of medium sized jail facilities such as ours. So it's a good program, I think it's well worth the money and I think it will protect the deputies. The medical services will be better for the inmates at the end of the day, which is important, and like the Undersheriff said, it will reduce our liability as a whole.

Chairman Rice speaks:
Thank you. Any further questions from the Board?

Commissioner Gardner speaks:
I don't have a question, Mr. Chair, I just have an observation. I know that when we were in budget discussions, Sheriff Coverley came before us and made this as a request during supplementals. And at

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that time, we were really, really pinching for pennies, and so through his efforts, in coordination with our Finance Department and the County and us, he found a way to pay for this program through reductions in his department. And so I appreciate his efforts in that regard and I really believe that this program will be a real asset to our Sheriff's Department, so, I'm in full support of this.

Chairman Rice speaks:
Thank you, Commissioner.

Vice Chairwoman Hales speaks:
I was going to say the same thing.

Chairman Rice speaks:
Nothing gets the Sheriff's Department in more trouble than having a medical emergency in a jail and have it not cared for properly. So, this is something that is very, very needed and thank you for bringing it to us. And since this is an action item, we will open it to Public Comment.

PUBLIC COMMENT

Jason Gibson speaks:
I'll go ahead and share my experience about my recent false arrest for assault and battery on January 20th while at the Community Center and my experience in your jail, Coverley.

Chairman Rice speaks:
Excuse me, sir, that's Sheriff.

Mr. Gibson speaks:
Sheriff Coverley, Dan Coverley. This health care service contract for $2 million, they don't provide health care. They suffered me for two days, wouldn't give me aspirin, wouldn't give me basic meds, wouldn't give me an extra mattress, kept that cell cold, wouldn't turn off the lights, left them lights on for two days. I sat there right in front of the desk watching these nine to 13 agents watching TV on their phones, eating junk food, running around trying to look busy, you know. They booked me twice, nothing better to do. Sergeant said, hey, didn't you already book him? Yeah. What are you doing? Killing time, wasting time, spending time, time is money time. There's no health care in that facility that's worth $2 million. You don't even have a law library in there. You're required by law to have a law library and access to that library by those inmates and you're depriving them of that. And your agents sit there and they lie to you, well, that is the law library, it ain't no law library. They give you a little thimble to brush your teeth with that cuts your gums, can't even brush your teeth, little thimble on your finger there. It's a disgrace, the whole organization is a disgrace, you should be ashamed of yourselves, both of you. What are you making, half $1 million each a year, the two of you, plus your benefits? Half $1 million, these two guys, these two agents. Can you imagine how much money they're banking at that facility? And all them employees, all them stakeholders and shareholders?

Chairman Rice speaks:
This is about medical, not about salaries.

Mr. Gibson speaks:
There is no medical care worth $2 million in that facility. That facility is a disgrace to the peoples and the heritage of Douglas County. William Wallace would be, William Wallace is rolling over in his grave. You talk to those agents, not even a single one of them know who the first Sheriff was of this county. Can't even tell you how many articles are in the US Constitution, about as dumb as doornails is what they are, high school education. They got their surveillance cameras on our dance floor at CVI, it's a total

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buzzkill, they won't run them DART transit busses. You can't trust anything they're putting across to you saying that this value worth $2 million for health care services.

Chairman Rice speak:
Thank you, sir. Any further Public Comment?

Jim Slade speaks:
My concern is principally with the process. All items that come before the Board include input and documentation from staff, and I believe that the Sheriff's Department would be included in that. And often that documentation is the key element in the presentation, best practices would dictate that all documentation be completed in time to be included in the agenda packet itself, not the supplemental. That should always be the goal and if it can't be met, items should often be heard, held over to a subsequent meeting. Unfortunately all too often, staff includes vital information in the supplemental, putting additional pressure on the Board and the public to comprehend what will actually be heard at the meeting. Adding staff info in the supplemental should be strongly discouraged. The public's last opportunity to submit documents to the supplemental is 4:00 PM on the day prior to the meeting, yet today, we have two submissions in the supplemental that were just included today. This one, Item Q, replaces information that was in the original agenda packet, and that's just wrong to include that the day of the meeting. There was not even a cover sheet to explain what the changes were that were being made. So I would ask all five of you, how many of you even were aware that it was supplemented today and changed? How many of you read all 19 pages of the supplemental on this item? How many of you understand and could explain to me what changes have been made between what was in the agenda packet and what was in the supplemental today? And if you can't do those things, all five of you, then you should continue this item to another meeting. On a different note, I'm pretty sure I understand the word acclamation, but apparently most of you do not. The definition of…

Chairman Rice speaks:
You're off topic, sir.

Mr. Slade speaks:
…acclamation is an overwhelming affirmative vote…

Chairman Rice speaks:
You are off topic, sir.

Mr. Slade speaks:
Well, in case you're…

Chairman Rice speaks:
You are off topic.

Mr. Slade speaks:
…going to approve this by acclamation, let me explain what acclamation is; an overwhelming approval by cheers, shouts or applause, rather than voting.

Chairman Rice speaks:
You are off topic, sir. Thank you, sit down.

Mr. Slade speaks:
I'm talking about how you're going to…I want to make sure you understand what acclamation is. It's not what you did when no one has a...

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Chairman Rice speaks:
Is there any further Public Comment?

Mr. Slade speaks:
…and no one says one word.

Chairman Rice speaks:
Is there any further Public Comment? Seeing none, I'll bring it back to the Board for a motion. Commissioner Gardner.

Commissioner Gardner speaks:
Once again, we did discuss this in part of our budget conversations. So anyways, I move to approve a contract with Recon Health Care Services to provide comprehensive health care services and related administration to the Douglas County Jail and inmates from July 1, 2024 through June 30, 2027, for a total cost of $1,966,608 through June 30th of 2027, with a Douglas County option to renew for two additional years through June 30th of 2029, for an additional total cost of $1.455675.21 and authorize Sheriff Coverley to sign the contract.

Vice Chairwoman Hales speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion by the Board? Seeing no further discussion, all those in favor say aye. Any opposed? The motion passes unanimously and I believe that takes care of the Consent Calendar. Thank you so much.

MOTION TO: Approve a contract with Recon Healthcare Services to provide comprehensive health care services and related administration to the Douglas County Jail and inmates from July 1, 2024, through June 30, 2027, for a total cost of $1,966,608 through June 30, 2027, with a Douglas County option to renew for two additional years, through June 30, 2029, for an additional total cost of $1,455,675.21, and authorize Sheriff Coverley to sign the contract; carried.

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

1. **For possible action. Discussion on conditional approval of an Outdoor Festival Permit application for the Beer Garden-4th of July Celebration-Zephyr Cove, to be held July 4-6, 2024, from 9:00 AM to 6:00 PM at Zephyr Cove Resort, 760 Highway 50, Zephyr Cove, Nevada, submitted by Mark McDonald on behalf of Aramark, subject to the stated conditions/comments by the reviewing departments. (Amy Burgans)**

Administrative Agenda Item 1 was heard after Administrative Agenda Item 2.

Chairman Rice read the agenda item into the record.

Chairman Rice speaks:
Ms. Burgans is not here so we have our County Assistant Manager, Scott Morgan.

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Scott Morgan, Assistant County Manager, speaks:
Thank you, Mr. Chair, Members of the Board. This is a pretty routine Outdoor Festival Permit, but there's a lot of interest surrounding it and I kind of want to set the table with what has caused some of that interest in our community, just a very brief video.

An unidentified video clip was shown.

Mr. Morgan speaks:
Thank you for indulging that. Most of you have seen that, but for those watching from home, it has created some concerns. It's been an escalating event over a number of years that kind of culminated into last year that Douglas County has received a lot of interest in correcting behavior at an overcapacity at the beach that has caused a lot of sanitation and public safety concerns. And so I did want to also take an opportunity to kind of clear up and announce what's different this year, what's going on new this year. And probably the most important thing for the public and the Board to understand is that what you saw, that specific area of everything that you saw in that video, was outside of the scope of the application for this Outdoor Festival Permit. Aramark, the concessionaire that has applied for this permit, has just been awarded through the US Forest Service, the Lake Tahoe Basin Management Unit, responsibility for managing the beach area that was not under their control last year. And to be frank, they've received a lot of negative criticism for their lack of responsibility or misperceived responsibility for managing the beach area that you just witnessed on the video that was played. And so this year, the US Forest Service has given them the responsibility to manage that section of the beach for the first time in the history of that beach, we have an official management presence other than the US Forest Service in that area.

So that's a really important distinction because now that they are responsible for that area of the beach, they are heightening enforcement, as outlined within their application, there is additional sanitation. I don't even want to say additional, there is sanitation on this portion of the beach for the first time since it has existed. And that's really super important because that was one of the big concerns for Douglas County, our residents that goes beyond the capacity of that beach. And you saw all the thousands of people in that particular section without a trash can, without any porta-potties, or public sanitation. The amount of food and beverage that was being consumed, you can only imagine what happened when nature called and it's not a very pleasant thought. And so we are very supportive at the staff level of the US Forest Service granting and authorizing some additional management authority and representation on the areas of the beach that the locals were referred to as Dog Beach or the Dreyfus Estate or Zephyr Shoals. And so that those were the particular areas that we highlighted in the video and that's kind of really important. The other important change is with the addition of a signal at Warrior Way and Highway 50, no parking signs have been installed along Highway 50, essentially from Skyland down to the corner of Zephyr Cove where the traditional light has been and that is something new. Also, the County outside of this application has taken on a real interest and acted very aggressively to manage the public parking or the parking at Zephyr Cove Park, Zephyr Cove Elementary School, George Whittell High School, and the private drive of Warrior Way.

And so those are some changes where Douglas County is going to try to modify behavior and modify use, modify the impacts and the number of people entering the beach from the County property and across the street from Highway 50. Also added to this application is a layer that we think is extremely important; as a result of the County granting this Outdoor Festival Permit, is a fence from the corner of the Skyland wooden fence private property on the lake side of Highway 50 that abuts this property and that fence to run all the way down to Warrior Way is critical to us to help protect the asset to regulate the users going in. Without that fence there, they cannot modify or monitor the US Forest Service order, which is no alcohol on federal land during the 4th of July weekend. That fence provides some security for people entering the beach, it also keeps them off a difficult area of the Forest Service property, which is the Rocky Beach right next to Skyland Proper, which is a non-sandy beach, or there's pockets of it. And

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requires people to enter through Warrior Way and get directed to areas of the beach where sanitation and management will take place after the 4th of July. And so that's really important to us, it's also important to the residents of Skyland who want to try to minimize the amount of parking where it is illegal currently on Highway 50 in front of their subdivision. That would discourage people from entering the subdivision or cutting the corner of the subdivision to enter on the backside of their property and potentially impact their beaches within their subdivision. So there are a number of, I think, important changes coming forward this year through this Outdoor Festival Permit. I do have Mark McDonald from Aramark, who is here and he is available to answer any questions that you may have. Mark, is there anything you wanted to say as part of your presentation or application?

Kevin Schiesz, Aramark Destinations Resident District Manager, speaks:
Sure, thank you. Mark prepared our materials. I want to thank Sheriff Coverley for his steadfast partnership and shining a light on this critical issue. I am new to my role, I started at Zephyr Cove and Aramark in September, but it was clear to me from the start that Sheriff Coverley and his team take this matter very seriously. I have lived in Tahoe for four years and I saw the news about the parties at the old Dreyfus Estate, what we saw in the video and it was heartbreaking. When I started at Zephyr Cove last September, I came with the belief that safety has to be a focus, it's not new, and the community members that have commented have a right to be concerned. This problem at Zephyr Shoals and Zephyr Cove also exists at Nevada Beach, Roundhill, and other beaches around Tahoe. We're talking about a festival permit for July 4th weekend, but I think it's important to say I know these concerns are not isolated to the 4th. The issue is happening in the summer and the fall and the spring. It is, however, most acute on the 4th, which is why I am, and we are, committed to making an example out of it and carrying that success forward. Under Sheriff Coverley's leadership, during July 4th, over the past five years there has been a consistent decrease in incidents at Zephyr Cove. In fact, last year there were no fights, no arrests, and no trespasses at Zephyr Cove on July 4th, none. We operated a beer garden, ran our paddle wheeler and hosted thousands of beach goers. Zephyr Cove was safe on July 4th of last year; however, Zephyr Shoals, as you saw in that video, was not. Aramark was not managing Zephyr Shoals then, now it is. And we're implementing unprecedented safety measures, including 4,800 feet of fencing, 39 toilets, 274 signs, and 46 trash receptacles at no cost to visitors. We have proposed that the fence extend along the west side of Highway 50 for 2,900 feet, as you just heard, and then cut across the boundary between the Shoals and Zephyr Cove just north of Warrior Way an additional 800 feet.

We are partnering with Keep Tahoe Blue and Leave No Trace on trash mitigation and signage, and the Douglas County Fire Department on a staging area for EMTs and emergency response. I had my first meeting with Keep Tahoe Blue last October in my first weeks on the job. Our safety and security team this holiday weekend will include 40 licensed agents, supplemented by 18 deputies and two sergeants from the Sheriff's Office. Aramark manages some of the largest stadiums and arenas in the world, the security professionals we will have on site have secured the World Series, the US Open, the Indy 500 and the Olympics at Sochi and London. Last year, between 500 and 1,000 revelers descended on the Shoals; this year, if they return, that force will be ready. A forest order prohibiting alcohol will be in place on July 4th, as you're aware, bags will be searched and alcohol removed. Underage drinking will be prosecuted, no glass will be permitted, no fireworks, no firearms, no charcoal grills. This will be enforced at Zephyr Shoals this year, just as it was at Zephyr Cove on July 4th last year. Now earlier, I made the point that I intend this to be a reset of sorts for the Shoals and for the broader issue of safety at Zephyr Cove's beaches. Our permit with the Forest Service includes an operations plan that provides this level of support specifically for July 4th. That said, I want to carry forward as much of this enhanced enforcement as is feasible. We recently doubled our parking and safety team for that reason and I'm open to having more of those conversations with the Forest Service and our law enforcement partners. I am committed to maintaining this focus, we take our role protecting this federal land seriously, and I value the Sheriff's partnership. Thank you.

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Chairman Rice speaks:
Thank you, sir. I know that many of the residents, especially in Skyland, are very concerned about Zephyr Shoals. And I think that a lot of people are not aware of the fact that with our new parking restrictions and the fact that we will not be able to have parking along the highway as they have in the past, and that there will be towing. And people that park their cars along Highway 50 are going to be very surprised when they come out and find their car not there. And so between Zephyr Cove and Aramark and Douglas County, we are doing everything we can to keep this from turning in to the Colorado River and what goes on there. I know I worked the patrol boat at Zephyr Cove for 15 years and I saw things that I never thought I would see at Lake Tahoe, and if they were my daughters, they wouldn't be leaving the house for a while. But that was then, this is now and I'm glad to see that somebody is stepping forward to put the kibosh on the revelry that has been going on at Zephyr Shoals. And I thank the Sheriff for providing the resources that are needed, thank you for the resources that are needed. And my first instinct when I saw Beer Garden at Zephyr Cove was not only no, but hell no. But now that I am aware of the new restrictions that you are putting on things, this should make things a whole lot more comfortable for those people that live in the surrounding areas. And I want to thank Scott Morgan for what he has done to bring forward the parking situation that we are now going to have on Warrior Way. The fact that we are not going to have the crowds that we've had before because they won't be able to get there. So this will be very interesting. And with that, is there anything further that you would like the Board to know?

Mr. Schiesz speaks:
Thank you, Chairman.

Chairman Rice speaks:
Any questions from the Board? Commissioner Tarkanian, you've been awfully quiet today, do you have any comments?

Commissioner Tarkanian speaks:
Yeah, I had a couple things because I spoke a little bit with Scott Morgan about this beforehand. I have had more emails from people that I communicate with that are against this, and not only against it, as you said, completely against it and their initial reaction is understandable. Then I talked with Scott and there were some things that he mentioned that I think needs to be more clarified for the record so these people would understand. First of all, I don't know what happened with the area Aramark managed for the 4th of July, but no one has mentioned to me, nor have I read anything about any of that area being well taken care of and that one area of Zephyr Cove was okay and the others were bad, it looked like the whole area was bad. In fact, I believe even Scott said there were some things that Aramark could have done better that they did at that time. So I think it would have been a better presentation if maybe you said, hey, we're going to do a better job than we already have, than to claim everything was perfect last year. But what I do understand from Scott is that the vast majority of the problems were outside of where Aramark was managing. And my question to him was, well, how are you going to stop people from going there and drinking there just because you're giving them a beer garden permit? And he explained, I don't know if this is clear enough, you're going to have a fence around the property where there's only going to be two entrances in and out, where people are going to have their bags and items searched to make sure there's no alcohol coming onto the premises. That’s correct, right?

Mr. Schiesz speaks:
That's correct, for the Shoals. Zephyr Shoals.

Commissioner Tarkanian speaks:
Well, is it for all of Zephyr? All the areas? Dreyfus’ old ranch and the area you maintained with the beer garden?

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Mr. Schiesz speaks:
There will be a fence around the beer garden as well.

Commissioner Tarkanian speaks:
Okay. But what about the third area?

Mr. Schiesz speaks:
There is not a fence in front of the property from Warrior Way to the main entrance.

Commissioner Tarkanian speaks:
Okay. So then Scott, how are we going to prevent people from bringing alcohol into the beach from that entrance and going down the rest of the beach?

Mr. Morgan speaks:
The two main entries are the signal in front of Zephyr Cove Lodge, as well as on Warrior Way. There is no parking, which will be aggressively enforced on Highway 50. So I guess it would be practical for people to jump into the US Forest Service property, go around Zephyr Cove Park, come down by the stables if you're familiar with the area, the stables is on the mountain side of Highway 50. And cross Highway 50, jaywalk across Highway 50 and jump a split rail fence between those two entrances there. As I understand it by their plan, there will be security as well as staff monitoring the two road entrances by the signals. But there is some only fenced area by split rail fence between Warrior Way and the Zephyr Cove Lodge, where theoretically people could enter property without being searched is my understanding. And Kevin, please correct me if I'm wrong.

Mr. Schiesz speaks:
Well, there will be 58 security professionals to greet them as they do that. So the intention is that every individual that crosses that has a bag or container will have that searched. The desire is also that we're not backing traffic up Highway 50, so please know that we look at that entire stretch as one major entry point with, again, a significant presence on the part of law enforcement and our security agents. They will be tagging these bags as they search them to indicate whether they have been searched, and if alcohol has been found, it will be removed.

Commissioner Tarkanian speaks:
Okay. So now there's 58 personnel, 40 of them are going to be your security guards, so 18 law enforcement. Is that what you're saying?

Mr. Schiesz speaks:
That is correct.

Commissioner Tarkanian speaks:
Okay. So anyway, the point I was trying to make, and I'm not going to belabor the situation, the emails that I've gotten, people are very concerned about allowing more drinking on those areas in Zephyr Cove and Zephyr, the other areas we're talking about. And really what we're doing though is, we're trying to limit the amount of alcohol that's being drank there into just the one area where the beer garden is at where you can monitor it. And then in addition to all that, you're going to have 46 trash cans, how many toilets did you say? Portable toilets.

Mr. Schiesz speaks:
39 portable toilets.

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Commissioner Tarkanian speaks:
So you have…

Mr. Schiesz speaks:
To supplement the toilets.

Commissioner Tarkanian speaks:
39 portable toilets, 46 trash cans. You've got a lot of products that you're bringing in to try to make it a cleaner place, a more sanitized place and to limit where alcohol is drank and how much. So in reality, we're doing a much better job this year than what's happened in the past and that's the whole purpose for this. And I'm all in favor of it, I just think it needs to be more clear for the people listening so that they understand we're not trying to exasperate a problem that's already there, we're trying to limit it. Thank you.

Chairman Rice speaks:
Thank you. Any further comments from the Board? Commissioner Gardner.

Commissioner Gardner speaks:
Thank you. I want to say that I, too, received a tremendous amount of Public Comments via email asking us not to approve this. And based on that, I was certainly looking at denial as we came forward here before looking at the packet and listening to the applicant; however, we recognized a tremendous problem last year. And so I certainly appreciate the applicant and staff and our Sheriff's Department for taking our concerns as a Board of Commissioners and the public into consideration in working to mitigate the issues that occurred last year. So that's very important to me. As I understand it, this beer garden, no alcohol will be allowed to be brought in nor will it leave the specific area. Is that that correct?

Mr. Schiesz speaks:
That is correct.

Commissioner Gardner speaks:
Okay. Obviously, based on what we saw and what we anticipate, unfortunately this is not a family environment, I think we all need to recognize that it's not a family environment. I don't know that we can mitigate that, I don't know that we can control it, so that's an unfortunate circumstance that's going to occur on this weekend. But once again, I don't know how you could do it, I don't know how we could do it. So it is what it is and we have to deal with it as much as we possibly can. I do like the idea, as I understand it, this fence is going to remain in place starting at this time and working through the Labor Day weekend as well. Did I understand that correctly?

Mr. Schiesz speaks:
Our application was to have the fence in place during the July 4th weekend.

Commissioner Gardner speaks:
I thought Mr. Morgan said it was going to last through Labor Day, did I miss that?

Mr. Morgan speaks:
That was different, for the first time, I had a green light flashing. It is a condition of approval for this outdoor festival event that that fence stay up through the Labor Day weekend. We know that the Aramark is going to comply by these conditions, but they have two masters. The master, which is the conditions of the Outdoor Festival Permit and then their landlord, which is the US Forest Service. So, that is something that if they need additional help supporting that fence to support our residents in Skyland and

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deter some of that access to that federal land, that is an area of support Douglas County will lend the applicant to ensure that they can comply with the conditions of their Outdoor Festival Permit.

Commissioner Gardner speaks:
Yeah, and I had a green light flashing at me too for a second there. But yeah, I appreciate that. And so, something else flashed through my mind, but I can't recall what it was now. But anyways, I appreciate, well, oh, I know what it was. Generally, Outdoor Festival Permits don't even come before us, but generally on a Consent Calendar item, it's pretty much fait accompli, I suppose. So I appreciate the fact that this came forward, and to this so we could really discuss this, but I appreciate all your efforts. So anyways, I don't know that I have anything else to say. Thank you.

Chairman Rice speaks:
Thank you. Commissioner Nowosad.

Commissioner Nowosad speaks:
Yes. With respect to Commissioner Gardner's statement about being a family affair; I would guarantee you that one year and maybe two years running with these restrictions, the families will be enjoying themselves on these beaches.

Chairman Rice speaks:
Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
My fellow Commissioners bringing forward these concerns from constituents and getting these reassurances I think it's good. I would just like to ask Sheriff Coverley a couple of questions; you're familiar with the problems and you've reviewed this, and what are your thoughts?

Sheriff Coverley speaks:
So the Undersheriff and I started looking at this last year about July 6th and what we were going to do for the next year. So we've been planning, we've been working very closely with Aramark, I'd like to thank them. The first Outdoor Festival application that they sent in for our review as far as the public safety part of it, we sent back to them with several recommendations. And they have agreed easily to, to all of it, so they're a very good partner. They want this to succeed, I want this to succeed and so I think we're moving in the right direction. And historically, this type of activity in the mid-90s when I first started with the Sheriff's Office was happening on Nevada Beach. And so Nevada Beach, the Forest Service there outlawed the alcohol on the 4th and that changed the entire dynamic, as Commissioner Nowosad mentioned. And so I hope that that's what will happen here, Zephyr Cove obviously is a beautiful spot, it's a wonderful beach and it should be there to be able to be enjoyed by everyone. The huge concern that I had last year was the potential for some major problems. We recovered a firearm off the beach, we had several arrests, minor consuming, young ladies that become overly intoxicated then are sexually assaulted is a huge concern of ours. And then it doesn't just stay on the beach, okay, all those people eventually get into a vehicle or walk somewhere. And so the beach is one problem, but then the filter after it's shut down, that continues throughout all of Douglas County and into the neighboring counties. And so, if we can limit those types of activities and ensure that the people that are there on the beach are safe and are able to celebrate the 4th of July and then leave safely and get to where they need to go. We have an obligation to do that. Special events are a huge concern for me, there's a lot of potential for active shooter type of incidents or just mass casualties. And so if we are not planning and are trying to mitigate and be prepared for the worst, I think we're not doing our job and so those are my concerns. I think this is a good plan and I think that it's the best plan that we've had in probably my tenure here with Douglas County as far as Zephyr Cove. And so I think we're on the right step and I'm in support of this.

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Vice Chairwoman Hales speaks:
Thank you, that's very helpful.

Commissioner Gardner speaks:
I had an additional question for Sheriff Coverley…We're having problems with our microphones today, it appears. Anyways, the cost involved in your department involvement in this are being paid for through Aramark, is that correct? They're not General Fund requirements?

Sheriff Coverley speaks:
So the deputies that will be assigned to Zephyr Cove for this event are be being paid by Aramark, so we submit them a charge. And the 4th of July is an all hands-on deck for the entire department, so Zephyr Cove is a part, but it's not all that we do. So we have issues, we have two lakes, as everybody knows, Topaz and Lake Tahoe in the Valley and the Lake. But we are working that weekend at a fever's pitch and so Zephyr Cove is important, but we don't just forget about everything else at that time.

Chairman Rice speaks:
Okay. Any further questions or comments from the Board? I would like to add the comment that having been an intimate part of that for a number of years, I'm glad to see the actions that are being taken now. Things even several years ago were incredibly bad down there on the 4th of July with rafting in the mooring field. We couldn't get the patrol boat in there to enforce anything because we couldn't get past the first row of boats and that has been taken care of thanks to Wildlife Service for the State of Nevada. They outlawed rafting within a mooring field and that helped take care of some of that problem. So I'm glad to see the actions that have been taken, I'm glad to see that there will be more law enforcement presence, and I'm glad to see that there will be less available parking. So we'll see what happens this year, and for our friends in Skyland, we're trying to do what we can, but without the assistance of Aramark, there's going to be heck to pay. So, thank you for what you're doing, and if there's no more comments, and I see a red light, go ahead.

Vice Chairwoman Hales speaks:
Just a quick question; will we get some feedback after the July 4th weekend? I'd like to know how, yeah, I'm seeing some nods. I'd like to hear back, just even in written form, just a letter or something about how it goes.

Mr. Morgan speaks:
If I may, Mr. Chairman? To Vice Chairwoman Hales, we would like to provide some update of one; how we did on the 4th of July, let you know how we're preparing for Labor Day weekend, which is another weekend not to the same extent, the 4th of July. But kind of as a package of how our parking program, how our ticket and tow program has happened, how our compliance with our new parking program at Warrior Way. And we will include information from the Sheriff's Department, as well as from Aramark on how the 4th of July did. So you can probably expect something before Labor Day going forward just on the County's actions, which will include how the Outdoor Festival Permit, the beer garden and how the beach activity went this particular 4th of July. And the County will initiate that…

Vice Chairwoman Hales speak:
Thank you.

Mr. Morgan speaks:
…and coordinate that information.

Chairman Rice speaks:
Commissioner Nowosad.

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Commissioner Nowosad speaks:
I would suggest that we make this an agenda item for the appropriate meeting so that this becomes public knowledge.

Chairman Rice speaks:
Thank you. And Commissioner Gardner.

Commissioner Gardner speaks:
Yes, I had an additional observation; we have just recently approved a new parking program on Warrior Way run by the County and I think it's important to recognize that. There's a robust parking fee on our portions of that, but I also wanted to indicate through that process, because there's been a lot of misunderstanding amongst our public, our residents of Douglas County, that the Douglas County residents do not incur a parking cost to that, even though it's the 4th of July weekend. Can you confirm that?

Mr. Morgan speaks:
Mr. Chair, if I may? We are doing a lot of public information regarding the Warrior Way parking and we became super concerned last week that our residents would think that that applies to Zephyr Cove Resort. It does not, Douglas County residents, to park on Zephyr Cove Resort or Zephyr Cove on the lakeside, are not exempt from paying parking, only if they choose to first, any Douglas County resident or anybody else that wants to use the park property for park purposes or school purposes won't pay. If you're going to access the beach, only Douglas County residents from the Warrior Way parking facility will not be charged.

Commissioner Gardner speaks:
I just wanted to make sure that that was publicly announced because yes, we don't control the parking lot that Aramark controls at Zephyr Cove, but we do control the other one.

Mr. Morgan speaks:
Correct. Our concern is people are going to roll in there on the 4th of July or thereafter and go, the Commissioner said I don't have to pay to park at Zephyr Cove. You're going to have to pay there, that's how the, and again, a lot of those proceeds, all of those proceeds, net proceeds, go back into the facility at Zephyr Cove as part of their agreement with the US Forest Service.

Chairman Rice speaks:
Alright. Any more comments from the Board? Commissioner Tarkanian, anything?

Commissioner Tarkanian speaks:
No.

Chairman Rice speaks:
Thank you. And since this is an action item, we will now take Public Comment.

PUBLIC COMMENT

Jason Gibson speaks:
With the planet art network, got about 40 years in with regards to production experience, special events, theme plex parties. Was the catalyzer in Douglas County back in the day and am totally blown away that we would have armed shootings and gang brawls on our beaches. And I think the same weekend that Douglas County Sheriffs responded to an incident up at the Lake, there was 50 gangbangers in Reno, armed gang bangers and probably another 20, 25 in Carson City that same weekend. It seems to be related

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to the holidays. And so some key points about what's happening; one, when you're charging $8 to $10 for a beer, you're going to have people sneaking in their own alcohol, period. And then you're going to be, you know, subject to illegal search and seizure claims because you're going to be essentially violating the personal properties and effects of those who are trying to have a good time. So that's going to be an issue, and this Board and the corporate culture that is responsible for this kind of violent social fabric, which is a byproduct of unbridled commercialism. Should be taking their cues from those of us who know better in educating people about July 4th and educating people about their heritage. If you noticed in the video, which obviously the public didn't see, but there was a strong sense of patriotism, a shallow sense of patriotism, flying the maritime military flag over there, worshiping the perpetual state of emergency of the ghost corporation that's got you worshiping a fiction. And July 4th is much more than what it could be or what it is today. Now, at our gatherings, when you come to a rainbow national tribe gathering, which has been happening since 1972, the focus of the gathering is July 4th. It's a sit down, it's a meditation that starts at noon and then as the day progresses, there's a feast. But the whole issue behind the gathering is that sit down, that meditation right there. And that's been going on since 1972 and that was the fruit of Dr. José Argüelles, who gave you Earth Day in 1967, and then of course, '69 Woodstock and then of course, your Burning Man. And the 13 moon calendar, which is essentially your state and federal constitution in an elegant 13 month ordering schematic, which is something that could be taught or something that could be offered to people when they go to these beaches or they go to these special events. They could be reoriented to what it means to be a genuine American, a true patriot, somebody who's self reflectively intelligent. Imagine that.

Ellie Waller speaks:
Good afternoon. I wasn't intending to make a comment today, but I want some further clarification about the illegal parking. I know we'll be fining, be putting tickets, are you really going to be towing cars? Okay, with all that traffic, good luck and I appreciate that that's part of this process. The unintended consequences of this new parking and everything may be carried over into the communities, I know the communities themselves try to protect themselves with their own private security and we appreciate what the Sheriff and the fire department do during this time. Thank you.

Jim Jackson speaks:
At the very beginning, I heard Commissioner Gardner say that a lot of people wanted to deny this. If it was denied, can you imagine what would be happening up there? You would have no controls over anything so that's a no brainer, you know, you need this and everything. And there was a mention of the 60s generation; that was my generation, we were a bunch of idiots. Thank you.

Jason Gibson interrupted with a comment from the audience.

Jim Slade speaks:
July 4th at the Lake, unfortunately, is best known to residents for its drunkenness, brawls, multiple arrests, and tons and tons of trash. There was even a knife fight, as I understand it, at Zephyr Cove recently, even without adding additional alcohol to the situation. A beer garden seems like it would increase the risk of adverse outcomes. How many of those thousands of revelers do you think will be walking home from the venue? Not many. The risk of drinking and driving, causing accidents, injuries or even deaths seems all too possible. How would the Board feel and what would the County liability be if a drunk driver killed someone? My initial inclination, like some of you, was that this item should be denied. Having heard the presentation, comments and questions, however, has made me reconsider. I was going to ask Sheriff Coverley myself to weigh in on this issue, but Commissioner Hales beat me to it. Having heard what the Sheriff had to say, his comments, I think it's worth giving this plan a try and see how it works. But I'll still be concerned, as I'm sure the Sheriff will be, about drunk driving.

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Chairman Rice speaks:
Any further Public Comment? Seeing none, I'll bring it back to the Board. Commissioner Gardner.

Commissioner Gardner speaks:
Thank you, Mr. Chair. A member of the public asked a question regarding illegal parking, so I think we should address that, what methods will we be using to mitigate that issue? I don't know if Mr. Morgan or Sheriff Coverley has an answer to that.

Sheriff Coverley speaks:
So we will work with the Highway Patrol to identify and ticket, obviously, those individuals that are illegally parked. But in addition to that, the County is going to have their own impound lot up by Zephyr Cove Park and will have two tow trucks dedicated just to this event that will respond and tow vehicles. So it is my hope that I'm sure we will tow some vehicles and tickets and vehicles, but as soon as the word gets out that that's going on, then then they'll find other places to park. With regard to parking in neighborhoods, that's also a concern to us. We're working with the Skyland Homeowners Association, I'll have a deputy assigned just to that neighborhood to assist them as they regulate the entrance into their neighborhood for residents or guests only that are approved. And so, there should not be any illegal parking or an influx of nonresidents into the neighborhood there. And we also don't want people parking and then walking through somebody's private property to get into the Zephyr Cove area. So I think we've addressed all potential issues with that. It remains to be seen how effective all this is and how it works, but I think it's going to be much better than it has been in the past, I'm very confident of that.

Chairman Rice speaks:
It's my understanding that after a vehicle is towed to the "impound lot," that their car will be booted, unless and until they pay their fines, their car will stay booted. Is that correct?

Mr. Morgan speaks:
Mr. Chairman. We are not going to be booting cars, we are fencing an impound lot and I'd like to be able to say 100 percent guarantee that we're going to have that impound lot in place. We are being tossed curveballs at every level and we're very thankful to a very responsive, very cooperative Douglas County Sheriff who has had our back along the way because this is something nobody has done before. This is new ground and new ground makes people nervous. In the State of Nevada, this is something I'd compare to trying to do almost an illegal activity because it is the moon to some of these people. And the only way to make this thing work is to have that temporary impound lot at the park to make it practical and feasible to turn a car over and clear off Highway 50. And we think we'll be successful if this is in place, I'm still confident it will be and in fact this morning, two massive hurdles came up. And also, the District Attorney's Office, Doug Richie's been very, very accommodating, Human Resources very, very accommodating to make sure that this happens, knowing how important it is. And if we can break these barriers down, and they are barriers in the Tahoe Basin, change comes hard, it comes hard everywhere in life, but particularly hard in the Basin where people have been used to doing things a certain way for a very long period of time. And new ideas are scary to people and so we are working through that, we are still on track. Haven't had a no go at any point in time, they've tried, but we are still forging ahead and I think we're going to be able to be there. Also, if we do clear Highway 50 in front of Zephyr Cove, we're going to clear out Roundhill and we're going to clear out Cave Rock, and then by the time we clear those out, I'm pretty sure Highway 50 in front of Zephyr Cove will be full again. So it should be a busy day up there in the Basin, and a profitable and eventful day for our local tow company.

Commissioner Nowosad speaks:
Mr. Chairman?

UNAPPROVED

Chairman Rice speaks:
Yes, sir.

Commissioner Nowosad speaks:
If I could ask Mr. Morgan, what is the fine for illegal parking and what are they going to pay to get their car out of hock?

Mr. Morgan speaks:
It's as posted on the road, it's a $305 ticket that they'll receive and it is approximately a $300 tow. And right now, we're working on a potential impound fee to impound the car as well. Even though it's going to be pretty expensive day, they're not going to have to trek down to the Valley or some remote impound lot, they're going to be able to walk across the street, get their car, pay their fee, and if they're safe to drive, they're going to be able to drive their car out of there. The other cool thing is, is we're going to be able to say, are you safe to drive or not when we impound a car, as opposed to them just jumping in their car if they were illegally parked, throw their $305 ticket on the side of the road and drive home in whatever condition they're in. So, there's nothing but positive upsides to this enforcement practice. And we know towing on Highway 50 on a busy track is tenuous and scary, but having those cars parked parallel with kids and people that may have (*inaudible comment*) too much running out between a parallel parked car is far more dangerous. And so we just are having a hard time, other than the hassle and the gray hair it's given us, to put this program in place and the amount of coordination it takes. We'd have this thing done years ago if I could just rely on our DA's Office and our Douglas County Sheriff, be done and it would work perfectly, seamlessly. But unfortunately, there's a lot of other partners and property owners and managers that need to be coordinated, and we have drug them along kicking and screaming. And we're still confident we're going to pull this off.

Commissioner Nowosad speaks:
Yeah, if $600 doesn't change their mind, I don't know what will.

Chairman Rice speaks:
Not having your car there when you walk back to it, that'll change your mind. Alright, any further comment from the Board? And if not, I'm ready to entertain a motion. Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
Yeah, just one second, I had it up and it went to sleep, I want to get this one right. Okay, I move that we conditionally approve the Outdoor Festival Permit application for the Beer Garden 4th of July Celebration Zephyr Cove submitted by Mark McDonald on behalf of Aramark subject to the stated conditions/comments by the reviewing departments, including but not limited to, the installation of temporary fence line that runs along the entire eastern boundary, starting at the southeast point of the Skyland neighborhood and ending at the Warrior Way intersection shall be installed prior to the July 4th weekend and remain in place until Labor Day 2024.

Commissioner Gardner speaks:
I will second that with an amendment; and the amendment is remain in place through the Labor Day weekend, not till the Labor Day weekend.

Vice Chairwoman Hales speak:
Yes.

Commissioner Gardner speaks:
Okay.

UNAPPROVED

Chairman Rice speaks:
Okay. Any further comment from the Board? And if I see none, we're ready for a vote. All those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Conditionally approve the Outdoor Festival Permit application for the Beer Garden-4th of July Celebration-Zephyr Cove submitted by Mark McDonald on behalf of Aramark subject to the stated conditions/comments by the reviewing departments, including but not limited to, the installation of temporary fence line that runs along the entire Eastern boundary starting at the Southeast point of the Skyland neighborhood and ending at the Warrior Way intersection shall be installed prior to the July 4th weekend and remain in place through Labor Day 2024; carried.

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

Commissioner Gardner speaks:
Mr. Chairman?

Chairman Rice speaks:
Yes, sir?

Commissioner Gardner speaks:
These microphones are driving us crazy today, aren't they? We have people here for the Library Board of Trustees and for the Carson Water Conservancy District; I would suggest we do both of those items and then take a one-hour break for lunch, is my recommendation.

Chairman Rice speaks:
Without objection, we will go ahead and do that.

2. For possible action. Discussion on one appointment to the Library Board of Trustee to serve the remaining unexpired term of a Trustee who resigned (June 20, 2024 through December 31, 2027) in adherence with NRS Chapter 379. (Scott Morgan)

Chairman Rice read the agenda item into the record.

Commissioner Nowosad speaks:
Mr. Chairman?

Chairman Rice speaks:
Yes?

Commissioner Nowosad speaks:
December is the month.

Chairman Rice speaks:
Through December, sorry about that. I got my N's and D's mixed up. Mr. Morgan.

UNAPPROVED

Scott Morgan, Assistant County Manager, speaks:
Mr. Chair, Members of the Board. Today you have a vacancy to fill on the Library Board of Trustees. We have one applicant, her name is Ms. Betcher, she was here earlier, I'm not sure if she's here any longer, she had some other commitments and she apologizes for that. And is very interested in serving this temporary appointment to fill out a vacancy on the Library Board of Trustees. I'm available if you have any questions.

Chairman Rice speaks:
Thank you, sir. Vice Chairwoman.

Vice Chairwoman Hales speaks:
I want to make a disclosure that I have been in a book club with the applicant for many years and I do not believe this is the kind of relationship that would sway a reasonable person from the impartial conduct of duty.

Chairman Rice speaks:
Okay. Commissioner Gardner.

Commissioner Gardner speaks:
I believe, if I'm not mistaken, Ms. Betcher has come before us before for an appointment on this board and we didn't have positions available. And this is a six-month appointment, so I don't see any harm in doing that even though she's not here. I would ask our Library Director any thoughts or comments or objections to this?

Commissioner Nowosad speaks:
Mr. Chairman, before we go on, it's not a six-month appointment. It goes from June 20, 2024…

Commissioner Gardner speaks:
My error, I'm sorry.

Commissioner Nowosad speaks:
Alright.

Commissioner Gardner speaks:
You're right. It's the unexpired term, so you're right.

Chairman Rice speaks:
Sir.

Tim DeGhelder, Library Director, speaks:
Thank you, Board of County Commissioners for asking. Martha applied in the past and she has an exemplary application. And I appreciate all of our, we are a public library and I appreciate the public wanting to be involved in making the library better. And I spoke to her before the meeting, she had another appointment. I think she would be a great asset to Douglas County Public Library.

Chairman Rice speaks:
Thank you, sir. Any other comments from the Board? Seeing none.

Commissioner Tarkanian speaks:
I had one, Mr. Chairman.

UNAPPROVED

Chairman Rice speaks:
Yes, sir.

Commissioner Tarkanian speaks:
Mr. Morgan, I had an email from somebody that was asking about whether we were going to vote to approve this applicant or possibly open it up to the public. Has this already been opened to the public and advertised?

Mr. Morgan speaks:
Commissioner Tarkanian, this particular application was advertised to the public as a vacancy and this was the only applicant that we received as a result of that public application process.

Commissioner Tarkanian speaks:
Okay, thank you.

Commissioner Gardner speaks:
I had an additional comment, Mr. Chair.

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
I know we have to go to Public Comment on this, but I think it would be remiss, this position became available because we had a resignation of Ms. Starla Doughty and I think it would be improper for us to not recognize her. She previously served on the board for four years and was reappointed in January, actually in December when we made those appointments. Her husband has recently retired and so they intend to travel more and she can continue her activities, employment activities remotely. So that's the reason for this resignation, is she wouldn't be very on hand for those meetings. So I appreciate her actually recognizing that and taking that opportunity to go ahead and resign. But we need to make sure that we recognize her efforts and, and she served as chair for a couple of years, I believe. So a very important member of that board, but we also recognize that she has other desires at this time. So anyways, thank you.

Chairman Rice speaks:
Thank you. Any further comments from the Board? Seeing none, this is an action item so we will open it to Public Comment.

PUBLIC COMMENT

Jason Gibson speaks:
House of Gibson. I'll take the opportunity to share my recent experience with the so-called law library. After a Board meeting…

Commissioner Gardner speaks;
Mr. Chairman, this has nothing to do with the law library, this is the Library Trustees.

Mr. Gibson speaks:
The Library Trustees who are supposed to be managing the law library.

Chairman Rice speaks:
Negative.

UNAPPROVED

Mr. Gibson speaks:
You're electing a new law librarian.

Commissioner Gardner speaks:
I'm sorry, but we have two committees, as I understand it, a Law Library Committee and a Library Board of Trustees. This is for the Library Board of Trustees, not the law library.

Mr. Gibson speaks:
Gotcha.

Commissioner Gardner speaks:
Thank you, Mr. Gibson.

Mr. Gibson speaks:
Okay.

Chairman Rice speaks:
Any further comment? Seeing none, we'll bring it back to the Board.

Commissioner Gardner speaks:
Mr. Chair, I'll make a motion at this time.

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
I move to appoint Ms. Martha Betcher to the Library Board of Trustees to serve the remaining unexpired term of a Trustee who resigned. The term would be from June 20th, which is today, 2024 through December 31st of 2027, in adherence with Nevada Revised Statutes Chapter 379.

Vice Chairwoman Hales speaks:
I'll second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion? Seeing none, all those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Appoint Martha Betcher to the Library Board of Trustees to serve the remaining unexpired term of Trustee Doughty from June 20, 2024, through December 31, 2027; carried.

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

3. For possible action. Discussion to accept the donation of a scoreboard for Field #1 at Lampe Park with a value of $17,560 from Carson Valley Little League. (Ryan Stanton)

Administrative Agenda Item 3 was heard before Administrative Agenda Item 1.

UNAPPROVED

Chairman Rice read the agenda item into the record.

Ryan Stanton, Parks Superintendent, speaks:
Good morning, Commissioners. First, I wanted to thank all these young gentlemen for showing up today, and all the fundraising work that they've done for the County and Janelle Hoover, the Carson Valley Little League president. So through their hard work, they've been able to purchase a scoreboard for Field #1 at Lampe Park, which also allowed the league to host, in over 30 years from what I've been told, is the Junior All Star tournament, which started on Father's Day and is finished on Sunday? Friday. These boys won their game, what, two days ago? They won Monday and last night, and they play again Friday for the championship, so wish these boys luck. Again, just wanted to take the opportunity to thank Carson Valley Little League for their generous donation to the Douglas County Community Services Department. So thank you again also for bumping us up on the agenda.

Applause was heard.

Chairman Rice speaks:
Well, thank you and congratulations.

Brook Adie, Community Services Director, speaks:
Hi. I also want to commend these fine young gentlemen for sitting here so patiently and quietly. They have done a really great job, so thank you all for sitting here. So what we would like to do is get a picture with them and with you guys and then we're going to frame it, and we're going to present it to them so that they can hang it in their snack bar or their announcer's booth. So again, very grateful for all of their fundraising efforts. So thank you.

Commissioner Gardner speaks:
So, Mr. Chair, I have an observation. So these are our All Stars, is that right? Some of them, well, obviously some of them. Well, I was going to say a baseball team, as I understood it, was nine members minimum on the on the field and so it's remarkable that these seven could cover the process of providing nine. So they are remarkable All Stars, then. Just an observation.

Chairman Rice speaks:
Alright Commissioners, if you will join me down there, then we'll take that picture.

Photos were taken.

Chairman Rice speaks:
Okay, since this was an action item, we will open it to Public Comment.

PUBLIC COMMENT– none

Chairman Rice speaks:
Seeing no Public Comment, I will bring it back to the Board for a motion to accept the donation.

Commissioner Nowosad speaks:
So moved.

Commissioner Gardner speaks:
Second.

UNAPPROVED

Chairman Rice speaks:
It has been moved and seconded to accept the donation of a scoreboard for Field #1 at Lampe Park, with the value of $17,560 from the Carson Valley Little League. It's been moved and seconded, all those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Accept a donation of a scoreboard for Field #1 at Lampe Park with a value of $17,560 from Carson Valley Little League; carried.

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

4. For presentation only. Presentation from the Carson Water Subconservancy District's (CWSD) update on the 30-Year Carson River Watershed Regional Drought & Water Sustainability Plan. (Ed James, Carson Water Subconservancy District General Manager)

Chairman Rice read the agenda item into the record.

Chairman Rice speaks:
Following that, we will break for lunch. Mr. James, welcome, it's good to see you once again.

Ed James, Carson Water Subconservancy District General Manager, speaks:
Thank you. I know I'm here between you and lunch, so I will try to keep it fairly brief. This is kind of an update, I wanted to give you an update on the study that we're currently working on. The study results actually will not be out for another year and a half, but I think it's helpful for the community to understand what's going on, kind of what data is being put into this, and some of the kind of purpose of this.

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

- CARSON RIVER WATERSHED 30-YEAR REGIONAL DROUGHT AND WATER SUSTAINABILITY PLAN
- Background
  - Plan overview:
    - To meet the needs of the watershed in the next 30 years, CWSD has partnered with Lumos & Associates and USGS to do a deep dive in to water demand, water rights, and water production - pertaining to the 13 water purveyors in the watershed.

Commissioner Gardner speaks:
We'll dive into the water demand?

Mr. James speaks:
Yes.

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

- Process
  - Lumos & Assoc. gathers information and data to estimate M&I demand for each purveyor in the watershed.

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- Accumulated data will be given to USGS to be inserted into their model. USGS will cultivate model and run a multitude of scenarios.
- Results will be assed to provide mitigation plans that can potentially circumvent issues based on the findings of USGS model.

Mr. James speaks:
You have the Douglas County or Carson Valley model, which you guys are funding, and this is actually been incorporated into that modeling effort. And then we have what we call the middle Carson model, which was developed several years ago and we're actually now incorporating that information. So the middle Carson is actually covering Carson City, Dayton, and Silver Springs area. From that, we will look at the results of what's the impacts on the groundwater levels and also on the flows on the river, so as we move forward, we have a better handle of what's going to happen.

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

- What the 30-Year Regional Water Plan Will Not Do
  - It Will Not take away anyone's water rights
  - It Will Not propose any changes to the Alpine Decree or Nevada Water Law
  - It Will Not change any water purveyor's water master plan

Mr. James speaks:
So before we get too far in, I want to give you a little background because I think it's helpful to understand where we are today with our water supply, focusing mostly on the river at this time. This was work done by Desert Research Institute several years ago for us. And what they did was they looked at the flows of the Carson City gauge, I'm sorry, the East Fork gauge at Gardnerville, and broke the data set into two parts. And what they did was they looked in those two separate ones from 41 to 74 and then comparing it 75 to 2009, and then they went by month of how much the fraction of the flow. This is not a hydrograph, but the fraction of the flow that occurred in those months in those given periods and so you can see the comparison. What I want to point out is if you look at March, you'll see that the later dates there is more flow occurring than there was historically in the earlier dates. And then if you look at June, you see the opposite, there was actually more water coming down in June than what we see in the current data set. So what we're seeing is, there's a shift in runoff occurring on the Carson, that water is coming off faster and sooner. Well, it benefits flows going into Lahontan Reservoir because Lahontan fills in the winter and spring time, but it's also going to have an impact on our flows and the farmers in the future too, especially in Carson Valley. When the river starts going down dryer faster, you have two choices; do you switch to a pump and pump water, or do you not irrigate as much and get less value in your crops? So these are things that we are looking at as we move forward, something we can't control because this is the East Fork at the Gardnerville gauge. There's very little man-made impacts upstream of this, so this is what Mother Nature is giving us today. And I will point out that this year's runoff year, even though we had an average year, we had above flows on the historic average. And then just recently we have dived way below the average on a runoff, so it is happening even today as we speak.

Another thing that I wanted to bring to your attention, which is something that's kind of interesting, this was the results given at the middle Carson modeling when they did this and they put this graph out. And what this graph shows is the water year, the mean daily flows taken out for each year from 1940 to 2021. And what this showed was that the river has been, less flow has been going by there since this period of time. Now when this was presented, a lot of people in Churchill County jumped right to say, oh my goodness, it's all that development that's going in Carson Valley that's causing this reduction. And so it really caused a lot of concerns and a lot of actually, even today, expectations if you go to the Churchill County that this is what's happening. They also looked at Fort Churchill and they saw the thing, but you notice in the later years the line gets kind of flat. And probably one of the most main reasons for this is

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that we have less agriculture in Carson City and Lyon County than we did historically. And so that used to take a lot of the water that would flow down into the Churchill County area, but no longer occurring. There is still quite a bit of agriculture, but not as great as it was historically. One of the questions I asked the USGS was, had you looked at the upper watershed, what's occurring before you get to Carson Valley? They did not, so one of our staff members in our office took a look at this, and this is at the Gardnerville gauge against the East Fork. And here you can also see there's a trend slightly going down, maybe not as great as what you saw at the Carson City, but again, a decline. So basically, even what Mother Nature is giving us is less today than there was historically. And this was on the West Fork, and again, you can see same thing, we are seeing less water in the watershed today than we did historically and that's something we have to get into our planning. We're not even talking the future or even climate change going on, this is what's happening today. And so when we're doing our modeling, this data will actually be incorporated.

This is another study that was done and it's just confirming what the earlier study did with the USGS. And if you look at the bottom row, this is a percent average flow change from 1940 to 2018 and you'll see at the Woodford gauge we almost have an eight percent reduction in flows. At the Gardnerville gauge, it's about four percent. Now the Gardnerville gauge on the East Fork, East Fork is a larger drainage and a higher elevation, but if you average the two together on a flow basis, we're just under five percent. When we get to the Carson City gauge, we're almost nine percent, so there is impacts occurring in the Carson Valley on water use, which would make sense. If you're pumping water, you're going to consume, or even irrigating, you're going to consume water. So it's not surprising to see that occurring because that's why you have Carson Valley. What's interesting is when you get the Fort Churchill, you'll see it's just under four percent, so that four percent is actually less than what you see from Mother Nature's reduction of almost five percent. So because of less agriculture going on in Carson and Lyon County, we're actually seeing the water coming back up, which is a benefit to the Churchill County area.

So we're going to talk about the watersheds. We're going to be focusing on the upper watershed, which we call everything basically upstream of Lahontan Reservoir and then we have the lower watershed, which is in Churchill County. But part of that I also want to talk about the groundwater basins; there are five major groundwater basins, in the upper watershed there are four. We have the Carson Valley, we have the Eagle Valley, which is mostly Carson City area, we have the Dayton Valley, which also includes Stagecoach and then we have the Churchill Valley, which is mostly Silver Springs. A lot of times when people talk about Churchill Valley groundwater basin, they're assuming it's in Churchill County. It is not; actually, the Churchill County groundwater basin is called the Carson Desert. This is to keep people confused of what's going on in this watershed, I think. But that's the name of the watersheds and those are the four we're focusing on.

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

- Purveyors
  - Markleeville Water Company
  - Town of Minden
  - Lyon Counties Utility - Dayton/Moundhouse
  - Indian Hills General Improvement District
  - Gardnerville Water Company
  - Gardnerville Rancheros General Improvement District
  - City of Fallon
  - Douglas County Public Works
  - Churchill County Public Works
  - Carson City Public Works
  - Silver Springs Mutual Water Company
  - Stagecoach General Improvement District

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  - Storey County Public Works
  - Range of population growth 0.1-0.95%
- Historical Trends In River Discharge and Preliminary Projections
- Carson Valley

Mr. James speaks:
If you look at the blue line, the dark blue, that is the total groundwater pumping that's occurring. I've been focusing on surface water, now I'm talking about groundwater pumping and you can see it goes up and down basically on wet or dry years. So if you look at 2011, it was a very wet year, the green line going through is what irrigators are pumping and you can see they did not pump much. But '14-'15 was a very dry year, they pumped a lot more water in. You can also then see the water levels going or the total demand in the groundwater basin. The orange line is your miscible water being used, this goes from again 2007 to 2020 and you'll see it's kind of stable, it goes down a little bit, but stable and kind of slightly going up. You have other water users, you have domestic wells and you also have other water uses, you'll see there's a trend line, it's a dotted line. And you'll see that the water usage in Carson Valley is going up about almost 3,000, not quite 3,000-acre feet as you go up. One thing I want to point out is if you look at the miscible line, you'll see it's kind of bounced up and down, but it stayed pretty stable from 2018 forward. The other thing though to be aware of, because of the regional pipeline, Carson City is now taking 2,500-acre feet of water out of this Valley. And so if you were to get rid of that consumption, you'd actually see less water being used today by the municipalities than you did historically. So even with all this growth you've seen in all this, less water is being used by the municipalities due to conservation efforts in this Valley. This is kind of our projections of what we see in Carson Valley. The gray or blue light blue is your current, and this is strictly miscible water use at this point, and then the orange is what our projection for the next 30 years you're going to see in this Valley. So you can see the large share is already being used, this includes also Carson City's usage. And you can see that the growth in that we're looking at about 1,700-acre feet additional demands over the next 30 years.

In Eagle Valley, now this is strictly just looking at Eagle Valley groundwater pumping. You can see the biggest user is the immiscible, which is the orange line. Carson City has other sources, they have other wells and Carson Valley, Dayton Valley, and also, they have surface water supplies, but this is strictly looking at Eagle Valley. The big thing then, of course, they are the biggest user in Eagle Valley, it's interesting you see this big jump in '20, '21 and '22. A lot of that growth was because of the pandemic, people were not leaving, they were staying home and they actually used more water. But if you look at the long-term trend, which is a dotted line, you see it's actually going down. And actually this year there is significant, or 2023, there was a significant reduction in pumping because it was A, a wet year and people were back at work. So this is what we see in Eagle Valley kind of use, again, the blue is the existing use of basically a five-year average and then the green is the future demands that they see in Carson City. A lot of their growth and water use will actually come from the quill plant, which is a surface treatment plant that they're upgrading so they can take more from the Marlette system in the future.

Commissioner Gardner speaks:
Mr. James?

Mr. James speaks:
Yes?

Commissioner Gardner speaks:
As we're going through that, when I'm looking at the projections for future use in Carson Valley, significantly more acre feet than in Eagle Valley. Is that because we're a huge agricultural county versus Carson City?

UNAPPROVED

Mr. James speaks:
No. Again, the reason for that is that this is just showing groundwater pumping. Carson City will be taking a lot more surface water in the future, so that's where their water is coming from. They will not be taking any more from Carson Valley, they've kind of maxed out their pipes so that water is the same, but a lot of their future growth will come out of that quill plant. So that's where you're going to see probably the biggest increase will be the surface water demands. But good catch there, so you saw the graphs, good. So this is Dayton, you'll see here the blue line is the total usage, they do have some large agriculture. So again, during dry years ag pumps the water and wet years they pump very little, but their biggest user is the miscible water use system in the Dayton area. But you can see the trend line is going down, so even though they've seen quite a bit of growth, their water usage has gone down just because of conservation and price. Their water rates have gone up and because of those, people have actually used less water. Though they do see a large growth out there, they have one of the larger growth projections. The blue is their existing and the red line is their future demands going to be pumped in in the Dayton Valley.

Churchill Valley, this one here is Silver Springs, the green now is the total demand. What's interesting about this, if you look at the kind of the yellow line, that's domestic wells. The biggest use going on in Churchill Valley is through domestic wells. And I should have said this earlier, these records come from the State Engineer's pumping data, so this is stuff that the State Engineer collects every year. They assume that the domestic wells use one-acre foot per domestic well, you're legally entitled to two, but for their estimate of the total demand in their pumping records, they assume one. Reality, a lot of this area out there is probably in the Silver Springs area, they're probably closer to half an acre foot, but this is just the records that are actually published by the State Engineer. You can see the miscible water use is actually also going down, so they are seeing a kind of a steady on their miscible demand. One of the issues they're running into is the available water out there, there is limited water. If you were to go by perennial yield, which is how much naturally occurs in that area, it's only 1,600-acre feet. You can see from this green line they're closer to almost to 2,500, so we're already above that. But reality, a printing yield is not a good indicator of how much water is available, it's probably closer to what we call a system yield because there are recharges coming from septics, reclaimed water and yards and other things recharging the aquifer. And if you take the acre foot instead of an acre foot for domestic wells, about a half an acre foot, they're well below that number. So they're okay at this point, but again, it's something that we're looking at closely. This is what they're currently on, on their miscible water use about 500, and they're looking at just another 63-acre feet of water going to be used in the next 30 years with their system. If they want to grow anything larger, they're going to have to bring in a water source and we've been looking at some regional pipelines down in Lyon County to do this. But we recognize that large growth in this area will have to come from another source outside the basin.

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

- OTHER CONSIDERATIONS
  - AGRICULTURE
    - Changes in agriculture and agriculture management
  - WEATHER TRENDS
    - Consecutive dry years
    - Abundant changes in the seasonal mean
  - Alpine Decree
    - River Regulations and Irrigation Timing
  - Model Accuracy
    - This is an estimation – needs will have to be revisited frequently and updated

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Mr. James speaks:
So these are just some of the things that we have to model as we start looking at possible impacts, and then once we have these, we're going to start looking at updates. This model can be used, this is a template, well not a template, but actually the precursor to another model that's being developed by Churchill County and others in the lower watershed. They are so concerned about what's occurring upstream that they are pushing what they call a capture model that they are going to incorporate. It's probably five years out and they want to say, if there's all this capture, how much water is being taken from their legal rights downstream? So this is basically establishing a template as we move forward. But one of the things too, is we talk about if you talk to Churchill County, they assume at one point that everything upstream is being pumped is impacting them. And others are saying it's no impact, it's somewhere in the middle and that's what we're trying to do. What are the actual numbers? Better estimate because if there is an impact downstream, how can we mitigate that? And that's one thing that CWC will try to do. I just wanted to point out the pumping and Carson Valley; so the blue line is the river flows, which are read on the left hand side of the y-axis. And then if you look at the orange, it is the groundwater pumping that's occurring, and you look on the right side of the y-axis, you can see those numbers. What I want to show again is if the water is low in the river, the more pumping occurs, if it's wetter, you're going to see less pumping. What we're seeing in these numbers, it looks like there even with the wet years, we're seeing some more groundwater pumping for agriculture and wet years and in dry years. And that's where we're trying to analyze this data to really see if this is occurring because if we don't incorporate this into the modeling effort, it would distort what are our actual results.

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

- Plan Goals
  - Determine if there are sufficient water rights and infrastructure in place
  - Understand the effects of future demand and river discharge
  - Recommend possible mitigation on related to future water demands
- Questions?
  - Contact: Ed James edjames@cwsd.org

Vice Chairwoman Hales speaks:
I do have one first, thank you.

Mr. James speaks:
Sure.

Vice Chairwoman Hales speaks:
So the USGS is doing their thing, this is not that, though.

Mr. James speaks:
Well, the data we're gathering goes into that modeling efforts. So the USGS will run the models and everything else, but the question was when we start asking USGS what information you're going to be using for future growth and all that, they really didn't have a good understanding. We figured, let's bring the experts in to give them the good data, so we have good data going in the model so we can have good results.

Vice Chairwoman Hales speaks:
Thank you.

Chairman Rice speaks:
Commissioner Gardner.

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Commissioner Gardner speaks:
Okay. We're going to get a new microphone system, aren't we? Okay. Yes, thank you, Mr. James, for bringing this forward. I also want to take an opportunity to, once again, thank CWSD for having Brenda Hunt come forward at our last meeting and give us a presentation on low impact development, which I'm looking forward to trying to integrate some of those aspects into our building codes. But very good information and I appreciate you bringing it forward, thank you.

Chairman Rice speaks:
Any further comments? Commissioner Tarkanian, you're silent up there, any questions from you?

Commissioner Tarkanian speaks:
I thought I spoke enough at the last one. I don't have any questions, no. Thank you.

Chairman Rice speaks:
Thank you. Seeing nothing, this is for information only. Mr. James, it's great to see you, it's been a while.

Mr. James speaks:
I'm hoping next time I come back we'll have good results and you can actually see what these impacts and everything else is being incorporated, which will then ultimately be part of your planning in the future, too. So thank you for your time.

Chairman Rice speaks:
Thank you, sir.

RESULT: PRESENTATION HELD.

Chairman Rice speaks:
Alright, we will take a break for lunch. It's a little bit after 1:00 PM so we will come back at 2:15 PM, how is that?

A break was held.

Chairman Rice speaks:
By the old clock on the computer it's 2:15 so we will come out of recess.

5. For possible action. Discussion to approve a labor agreement between Douglas County and the Douglas County Sheriff's Administrative Protective Association (DCSAPA) from July 1, 2024, through June 30, 2027. (Wendy Lang)

Chairman Rice read the agenda item into the record.

Wendy Lang, Human Resources Director, speaks:
Thank you very much, Chairman, Members of the Commission. Before you today, as the Chairman introduced, is a labor agreement for a period of three years with a newly formed labor association, the Douglas County Sheriff's Administrative Protective Association. This association represents the four Captains and the Sheriff's administrative team. We have engaged in productive negotiations over the last few months and come to an agreement with this newly formed association for a three-year contract. Some of the highlights of the terms and conditions include the implementation of steps within the existing pay grade structure, with applicable cost of living adjustment in years two and three of the agreement, as well as the addition of longevity pay to the terms of employment. Some revisions to sick leave accruals and

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payout maximums, and revisions to incentive pays and the full contract was attached. There is no red line because this is a brand new agreement with a brand new association, but the full contract with all of its terms was attached to this item, which was of course publicly posted for review. And so I'm happy to answer any questions. Thank you.

Chairman Rice speaks:
Thank you. I believe that we have all individually gone through this contract, as it were. And I am now going to just check with the Board to see if anybody has any questions. Commissioner Gardner.

Commissioner Gardner speaks:
Thank you, Mr. Chair. My observation here is that this is a new union that we're dealing with, the Captains, but I'm very, very happy that we've been able to come to a proposed labor contract so quickly and so amicably. Is that the right word? Amicably? That's a hard word to say, isn't it? Amicably. Anyways, that is good, this is the first time we've been in negotiations with them. So, I have comments to make for the other two, but I'll reserve those until we get there. So anyways, yes, I'm glad this is coming towards to us so quickly. Thank you.

Commissioner Tarkanian speaks:
Mr. Chairman, I don't see where I can raise my hand on my deal again. I just had a quick question; I think this applies to all three of the contracts.

Chairman Rice speaks:
Jump in, sir.

Commissioner Tarkanian speaks:
I think you said that none of these contracts were asking for a pay increase for this upcoming year, is that correct? I just want to verify that.

Ms. Lang speaks:
I will get into the details on the subsequent contracts, but there are pay increases built into all of the labor contracts. The one before us is a little bit different from the others, the one before you right now is really around placing the Captains into the steps because the steps is a new structure. But the overall pay grade, the range of compensation for the position is not scheduled to change at this point. It may change by a cost of living adjustment depending on market performance in the second year of the contract.

Commissioner Tarkanian speaks:
Thank you.

Chairman Rice speaks:
Any other questions? Yes.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I apologize if the Commission was not done asking your questions, but I did want to take this opportunity to thank the two negotiation teams for a productive negotiation and also to add my thanks to the Captains and their professional approach and leadership to this first round of negotiations. We have established a wonderful working relationship with them and we are very grateful for this open conversation that we have embarked on in this open relationship. So thank you to them and their productive efforts.

Chairman Rice speaks:
Thank you for that. And any other questions? Commissioner Gardner.

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Commissioner Gardner speaks:
Boy, this microphone system today. I guess more directly to Commissioner Tarkanian's question is, because this is a new contract and because of the length of service that we have from our Captains, they're going to be placed into that new step system. And so I guess the question was, is by placement into that step system, is that going to keep them at their current salary levels, or is that going to indicate that they're at a different salary level than they were going into this contract? Would that identify your question more clearly Commissioner Tarkanian?

Commissioner Tarkanian speaks:
Yes it does.

Commissioner Gardner speaks:
Okay.

Ms. Lang speaks:
Thank you for the clarification and the additional question. The individual employees will all see some sort of increase to their wages in the placement into the steps, yes. They're all being placed based on various factors of their service and their current wages and they are all going to be placed at a rate which is higher than their current pay rate. Thank you.

Commissioner Gardner speaks:
This was planned into the budget?

Ms. Lang speaks:
Yes, thank you for asking that question. So you will have noticed that their pay scale isn't changing, whereas other groups, employee groups, and you'll see in the next items, are scheduled to receive a cost of living adjustment coming up in the next few weeks for the new fiscal year. Some received larger cost of living adjustments over the last 12 months, so the increases to their wages and their placement are consistent with what the rest of the organization is doing, it's just happening at different times and in different ways.

Chairman Rice speaks:
Any further questions from the Board? Seeing none, this is an action item, so we will go to opening, not opening, but we will go to Public Comment.

PUBLIC COMMENT

Jason Gibson speaks:
With regards to this action Item 5, the labor agreement with Douglas County Sheriff's Administrative Protective Association. We will testify on behalf of our experience with the so-called protective association and the services provided by Douglas County Sheriffs. 40 years in this county and this organization has not once given us the respect and the equality of justice that we deserve, equal protection under the law. It stems from the top down. Our claims will show how Douglas County Sheriffs come to your house at 1:30 AM with their pistols and their armed guards and their dogs and their automatic rifles training in the back alleyways of your neighborhood on Langley Drive claiming to be chasing an armed gunman in Aspen Park, only to show up at my house at 1:30 AM. Four cop cars, all their lights on our house, armed to the teeth asking me if I'd seen an armed gunman in my neighborhood, maybe my cameras picked him up. The protective association frequently trespasses our personal property, the protective association has the fiduciary responsibility to protect the people and their places and effects and they have failed to do so. This is our testimony over the course of the last 40 years in this county. This organization creates the crime it's paid to police, they destroy evidence, they obstruct public information requests for

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body cameras, they falsify their police reports and their narratives. And if you try to call for assistance, say, on a rogue speeder who's speeding in your neighborhood or continually harassing you, then they'll come and try to arrest you.

Chairman Rice speaks:
Sir, this is off topic. We're talking about an agreement between the DCSAPA and Douglas County, this has nothing to do with your grievances towards the department. If you want to talk about the agreement then you're on topic, but otherwise you're off topic.

Mr. Gibson speaks:
Whatever agreement is being reached is overinflated. Its overinflated value, its overinflated services, its an overinflated institution which is not doing what they say they will do. They are not true to their mission or their charter, they claim in the Stateline justice court and in the JLEC facility here to…

Chairman Rice speaks:
You're done, sir. Thank you for your comments. You're done, sir. You are done, sir. Is there any further Public Comment?

Dave Stanley speaks:
I'm here in my capacity as the Vice President of the DCSAPA. It's really important to us that we, as a new association, take this opportunity to thank you, the Board. I understand anytime you're dealing with an association it can be a cumbersome process and some tumultuous issues going on in there. But we entered this with the intent to enter with a work together attitude and try and make our asks reasonable so that when you have to respond to them, it's a reasonable response. And thank you, Wendy, for all of your help as the chief negotiator for the County, your staff's been great. Jenifer, I really appreciate everything you did with us. Scott Morgan, who's not here, of course. And again, you guys have been awesome so we wanted to come up there. It felt very important for us as the board to make sure that somebody was here to extend our appreciation for the work that you guys have all put into it. Thank you.

Chairman Rice speaks:
Thank you, sir. If there's no further Public Comment, I will bring it back to the Board and I'm ready for a motion.

Commissioner Gardner speaks:
Yes, sir, I will. Thank you, Commissioner Nowosad. At this time then, I move to approve the labor agreement between Douglas County and the Douglas County Sheriff's Administrative Protective Association, better known as DCSAPA, from July 1, 2024 through June 30th of 2027, as presented.

Commissioner Nowosad speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion? Seeing none, all those in favor say aye. Any opposed? The motion carries unanimously.

Ms. Lang speaks:
Chairman and Members of the Commission, thank you. And I also want to thank Captain Stanley and his team for their efforts during this process, and it was a very well done process. So thank you all for your support.

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Chairman Rice speaks:
Thank you.

MOTION TO: Approve a labor agreement between Douglas County and the Douglas County Sheriff's Administrative Protective Association from July 1, 2024, through June 30, 2027; carried.

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

6. For possible action. Discussion to approve a labor agreement between Douglas County and the Douglas County Sheriff's Protective Association (DCSPA) from July 1, 2024, through June 30, 2025. (Wendy Lang)

Chairman Rice read the agenda item into the record.

Wendy Lang, Human Resources Director, speaks:
Thank you, Chairman, Members of the Commission. Before you, as the Chairman introduced, is a labor agreement for the term of one year between Douglas County and the Douglas County Sheriff's Protective Administration. This is the majority of the rank and file employees of the Sheriff's Office, the officers. The highlights of this one year labor agreement include a 3.6 percent cost of living adjustment this coming July, as well as a continuation of step increases of three percent as employees achieve standard or better ratings on their performance evaluations annually. There is an elimination of one of the steps out of the investigator classification at the very bottom of the step to align those steps with the other classifications. There's some additional language regarding discipline investigations, some options for selling annual leave under certain conditions at a reduced rate of pay. The elimination of language, which is no longer relevant because it was regarding the implementation of the prior agreement, and again the full contract was attached and published for the public's review as well as yours. This contract is both in a clean final version, as well as a red line version showing every little change in language, which there were not a lot. This association I appreciate, as well, being collaborative and productive in our discussions based on the fiscal restraints and concerns expressed by the County. They were very open to working with us, did not ask for significant changes in this agreement and we all agreed one year term so that we could all come back together and evaluate how things progress this year would be best. So thank you.

Chairman Rice speaks:
Thank you. Any comments from the Board? Commissioner Gardner.

Commissioner Gardner speaks:
I will ask a similar question. The 3.6 percent COLA and the increase to it, depending upon the step program, was already built into the budget for '24-'25. Is that a correct statement?

Ms. Lang speaks:
Yes, that is correct, Commissioner. That was what was contemplated in the prior contract and built into the budget accordingly.

Commissioner Gardner speaks:
Okay. So I would recognize the fact that last time when we went through this contract a year, well, we finally approved it a year ago, a year into the contract, that was a very difficult negotiation that took place

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last year and year and a half ago. So I'm very pleased that we could get this, this was a much more pleasant activity for us this time around, so I'm excited about that.

Chairman Rice speaks:
Make sure I get the red light here. Okay, any further comments from the Board? Yes, Ms. Davidson.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I would be remiss if I did not add my thanks to that of Ms. Lang's comments, for also, DCSPA's leadership in their negotiation teams. I, too valued the relationship and the approach to this negotiation and their willingness to work with us and look forward to continuing a productive and open communication moving forward. Thank you.

Chairman Rice speaks:
Thank you. Any further comments from the Board? Commissioner Tarkanian.

Commissioner Tarkanian speaks:
No.

Chairman Rice speaks:
Okay, thank you. Alright, if there's no more comments from the Board, then we will open this to Public Comment. Please stay on track.

PUBLIC COMMENT

Jason Gibson speaks:
I am on track. This is about the protective association bargaining contract, which follows in the footsteps of the previous COLA raise that law enforcement just recently received, being the highest paid organization in the State of Nevada. Now they're coming for more money, they're just not happy with what they've got, they have to have more. Always going to be more, three percent here, three percent there. Can't even get the basic equality of justice, basic constitutional rights from these so-called peace officers, which are nothing of the kind. They're debt collectors and pirates, under educated, under trained.

Chairman Rice speaks:
Stay on topic, sir.

Mr. Gibson speaks:
It's an overinflated institution of false authority is what it is and here you are just encouraging it. Just throw more money at it, we'll fix it. Now, you got this bargaining unit back for three more agenda, they got three agenda items on this meeting here, just not happy with what they got. Destruction of evidence, failure to do proper investigations, trespassing your personal property, placing your family at harm's way for not doing their jobs. Creating the problems that they're paid to police, that's what they do. The VHR situation up at the Lake, they create that problem for them people, dispatching out of the Valley. By the time they get up there, the situation's dissolved or they don't even go there at all. It's the most inefficient facet of governant, government in Douglas County, they get the lion's share of all of our resources, these people. And a lot of them do a whole lot of nothing, they look fancy popping them steroids, watching that TV. Police and dogs and cats running around the neighborhood like there's something important going on, some kind of terrorist event, terrorizing you on your dance floors. Parking their surveillance cameras so they can bust you when you leave the CVI, refusing to provide DART transit on the weekends to reduce the DUI traffic. Refusing to dispatch the resources of this County to keep people safe so they can line their pockets and that's what they're doing. They got a big joke down there, folks, they're just laughing

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their way to the bank. Douglas County sheeple just fast asleep at the wheel, big party that's happening down there.

Chairman Rice speaks:
Is there any pertinent Public Comment?

Jim Jackson speaks:
I have to disagree. Every instance that we have had any contact with the Sheriffs in this County has been a very pleasant one and a very safe one. We have one individual in our neighborhood that is a real threat to the neighborhood, they've been called out many times to deal with him. They've always been very professional, very courteous, very respectful of his private property and not entering unless they had actual cause to enter and everything. So I think that they deserve whatever they can, look at the individuals they have to deal with. Thank you.

Chairman Rice speaks:
Thank you, sir. Any further comment? Seeing none, I will bring it back to the Board for a motion.

Commissioner Gardner speak:
I have something to say before that, okay?

Chairman Rice speaks:
Yes, sir.

Commissioner Gardner speaks:
This microphone I'm going to rip out of its cord here in a minute. Anyways, it's really disturbing to me when we have members of the public come before us and dispense inaccurate information to the public for their consumption. First of all, Mr. Gibson constantly states that he's been in this county for 40 years, that's inaccurate, he spent a great deal of that time out of our county. Secondly, we are not the highest department in the state, nor are we the highest department, even in the region. We are commensurate in our pay to our Sheriff's Department with our surrounding counties and jurisdictions. We have chosen that we do not want to be a training organization in this state, it's very expensive to train officers. And to have them go through the training process and then seek higher pay from surrounding jurisdictions is not to the benefit of not only our community, but the officers themselves. So our first responsibility as County Commissioners is public safety, and with the increase of human trafficking that's taking place and the increase in drugs, illegal drugs coming across our border, it's very important that we have a robust Sheriff's Department. And I can attest to the fact that when I talk with Sheriff Coverley, Undersheriff Elges, the four Captains, we do not spend money unnecessarily in that department, every dime that we spend is scrutinized and he takes a great deal of interest in that. So, once again, inaccurate statements by the public must be addressed and so I take exception to that. I am very thankful for, once again, that this union is recognizing our budget constraints and is recognizing the fact that we need to take a year off. But we are providing the normal COLA and the normal steps that we approved in the previous contract, and that's all that we're doing this time. So anyways, unless any other Commissioner has something to say, I don't want to interrupt them, and then we can go to a motion. Anybody else want to say anything?

Chairman Rice speaks:
Thank you, Commissioner. I think that the entire Board is in agreement with your comments.

Commissioner Nowosad speaks:
For anybody else who wants to come up and spend three minutes decrying the County or citing what is supposed fact, you better come in here with facts. If you're going to say that our County pays more than any other county in the state; Jesus, all you've got to do is look at Las Vegas.

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Commissioner Tarkanian speaks:
Hey.

Chairman Rice speaks:
Yes, Commissioner.

Vice Chairwoman Hales speaks:
Are you ready for a motion?

Chairman Rice speaks:
Oh heck yes.

Vice Chairwoman Hales speaks:
I move that we approve a labor agreement between Douglas County and DCSPA from July 1, 2024 through June 30, 2025, as presented.

Commissioner Nowosad speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. Any further discussion? Seeing none, all those in favor say aye. Any opposed? I think that's a unanimous decision. Thank you so much and now move on to your next one.

MOTION TO: Approve a labor agreement between Douglas County and the Douglas County Sheriff's Protective Association from July 1, 2024, through June 30, 2025; carried.

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

7. For possible action. Discussion on a labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit (DCSPA-SBU) from July 1, 2024 through June 30, 2025. (Wendy Lang)

Chairman Rice read the agenda item into the record.

Wendy Lang, Human Resources Director, speaks:
Thank you very much, Chairman, Members of the Commission. This is another labor agreement with a different set of employees from our Sheriff's Office; this is specifically the sergeants unit. The terms and conditions are very similar to the prior item, it is a one year term. We did negotiate with both DCSPA and the DCSPA-SBU together, which made it an even more efficient and productive conversation, which I think all parties appreciated. But again, I just want to express my appreciation to the members of this unit and their leadership for engaging in productive dialog with us. Very briefly, just for the record, I'll highlight the terms of the agreement again; a 3.6 percent cost of living adjustment based on the actual rate of inflation this coming July, step increases based on meeting or exceeding performance standards on the employees anniversary in that role. The COLA will continue to apply to incentive payments with the exception of longevity, which is increasing as scheduled based on some varied negotiated amounts. And again, language regarding the parameters around union representation during disciplinary investigations, some options for annual leave sell back at a reduced rate of pay in certain conditions and

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elimination of language which is no longer relevant to the term of this agreement. And again, the red lined and clean versions of the agreement were posted for review at least three days in advance, as is required under NRS. Thank you.

Chairman Rice speaks:
Thank you. Any discussion by the Board? Seeing none, I will open it to Public Comment. Oh, I'm sorry. You need to have a flag or something.

Jenifer Davidson, County Manager, speaks:
I should, I should, a huge sign. Members of the Commission, I don't mean to beat the drum three times in a row, but I really should. I would be remiss if I did not recognize the leadership of the Sergeants' Bargaining Unit and this productive relationship that we are embarking on together, this has been yet another important negotiation conversation. But as the Commission stated in your comments in support of these deputies, these labor negotiation contracts represent the County's ongoing commitment to continue to competitively compensate our deputies for the wonderful service that they provide to our community in keeping us safe and we thank them for that. Thank you, Mr. Chairman.

Chairman Rice speaks:
Thank you. And no further comment, then we will open to Public Comment. And again, I would admonish you to stay on track, sir.

PUBLIC COMMENT

Jason Gibson speaks:
I'm going to use the opportunity to respond to Commissioner California's statements. The house of Gibson located to South Shore Tahoe in 1979, the house of Gibson moved one year later into the Valley and we've been here in the Valley domicile, the house of Gibson since 1980, 1981. That's a fact. The other fact that they're not telling you folks is that they employ three times more staff than they actually need at that institution, that protective association you're so fond of. They'll have nine to 13, 15 agents in that jail running around doing a whole lot of nothing. If you quantify the amount of money that they're paid, the youngest rookie is laughing his way to the bank at $75-$125,000 a year with benefits. When these guys retire, like they are out at the Pine Nuts, they don't just do so conservatively. They're purchasing 3,500 square foot to 5,000 square foot homes and they're banking $6-$10,000 a month in retirement. The fire department's banking $7- $12,000 a month in retirement. How do we know? Because our associates are building those houses, we know who we're talking to. So when you take the overall fat and you equate it to dollars and cents, and you look at the facts, you've got nine to 12, maybe 15 agents in that jail costing this County, well, if they're at $100,000 a head, $1.5 million in labor value. Break it down into a single day's shift, you're going to find this County's paying hundreds of thousands of dollars per day for a whole lot of nothing. Nothing. It'd be one thing if these folks were actual protective officers and peace officers…

Chairman Rice speaks:
You're getting off track again, sir

Mr. Gibson speaks:
…it'd be one thing if they were actually of a protective association and doing what peace officers do…

Chairman Rice speaks:
You're getting…

Mr. Gibson speaks:
…but they're not peace officers.

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Chairman Rice speaks:
You're off…

Mr. Gibson speaks:
They're debt collectors.

Chairman Rice speaks:
You're off track, sir. You're done, thank you. Is there any further Public Comment?

Commissioner Nowosad speaks:
You're done.

Chairman Rice speaks:
You're done, sit down or leave. Is there any further Public Comment?

Jason Gibson interrupted with a comment from the audience.

Chairman Rice speaks:
Seeing none. Sir, leave the room. Is there any more Public Comment? Seeing none, I'll bring it back to the Board. I think we're ready for a motion.

Commissioner Gardner speaks:
Not yet, Mr. Chair.

Chairman Rice speaks:
Sir.

Commissioner Gardner speaks:
Once again, I need to point out some important facts about some of the statements by the public. A member of the public has stated that we are an overstaffed Sheriff's Department and I would contend otherwise. We are actually, if you look at the numbers, to my understanding, we are one of the leanest Sheriff's Departments per capita in this state, if not in the country. And we can do that because we have a robust Citizens Patrol, we have K-9 Units and we have a lot of other resources, and we tend to be one of the safest counties in the state. And that for that reason, we can operate at a lower per capita ratio of officers to members of the public and we need to thank our Sheriff's Department and our law enforcement agencies for that. I'm tired of misstatements and inaccuracies going out to the public that denigrate our Sheriff's Department, that is extremely troubling to me. So I just wanted to put that on the record before we go into a motion.

Chairman Rice speaks:
Thank you for that. Having been a member of that department for a good number of years, I can tell you that our department is one of the finest that I've ever seen, and I've worked for a couple. And I cannot say enough about our department and the personnel that we have hired to police our community. Having said that, I'm ready for a motion.

Commissioner Nowosad speaks:
Before I offer the motion, I just would like to correct the public on the accuracy of statements; nine to 15 agents? Where'd you get that number? Where are they? Are they nine, 15, 75? Whatever. Additionally, $100,000 a year? I can say that's about a third more than what I make. But I agree with Chairman Gardner, I'm sorry, I'm so used to you being the Chairman. Alright, Commissioner Gardner, I agree with you 100 percent. Mr. Chairman, you did the right thing.

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Chairman Rice speaks:
Thank you, sir. Now are we ready for a motion?

Commissioner Nowosad speaks:
I get to read. Okay, I move to approve a labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit, DCSPA-SBU, from July 1, 2024 to June 30th of 2025, as presented.

Vice Chairwoman Hales speaks:
Second.

Chairman Rice speaks:
It's been moved and seconded. If there is no further discussion, all those in favor say aye. Any opposed? The motion carries unanimously.

Ms. Lang speaks:
Thank you all so much for your support.

Chairman Rice speaks:
Ms. Lang, thank you so much and thank you for all the work that you did.

MOTION TO: Approve a labor agreement between Douglas County and the Douglas County Sheriff's Protective Association Sergeant's Bargaining Unit from July 1, 2024 through June 30, 2025; carried.

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

8. For possible action. Discussion and evaluation of County Manager, Jenifer Davidson's, annual performance including, the potential granting of a salary adjustment, merit increase and/or reward for exemplary job performance; and time permitting the setting of goals, expectations, and objectives for Ms. Davidson's 2025 evaluation. Notice requirements consistent with NRS Chapter 241 regarding discussion of character have been provided to Mrs. Davidson. (Christine Vido)

Chairman Rice read the agenda item into the record.

Christine Vido, Human Resources Analyst Senior, speaks:
Thank you, Chairman, Members of the Commission. As you just read into the record, this is the annual evaluation of County Manager Jenifer Davidson. She has been in her role for one year as of June 8th and per her contract, her performance must be reviewed by this Board annually. In your agenda packet starting on page 1,302 if you're following, there is a copy of the signed contract Policy 200.23 regarding employee performance evaluations and merit increases, the signed open meeting character notice, the County Manager job description and an evaluation form listing the seven values of Douglas County; integrity, accountability, customer service, leadership, communication, teamwork, and respect. Also provided supplemental this morning is feedback provided by Vice Chairwoman Hales, and Ms. Davidson also submitted a written letter to this Board listing her accomplishments. At this time, I'd like to ask that Ms. Davidson have an opportunity to speak regarding her performance in this evaluation year.

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Chairman Rice speaks:
Please.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I stand before you today completely in awe of the work that we have done together over this last year. I cannot believe it's been a year, we have literally hit the ground running together. And we, with the assistance of our department heads, managers, the citizens of our community, volunteer organizations, businesses, so many individuals and organizations that we've built a partnership with this year, have accomplished so much. And I can tell you we're just getting started. I am so excited about all of the wonderful things that we are going to be accomplishing together over the next year and the years to come, pursuant to our Strategic Plan. I got to tell you, performance reviews are always difficult for me because I am one individual who is a member of a very large team, there is nothing that my office can do, or I in this position, can do by myself. It is about activating cross-functional teams and making sure we have the information we need and the input we need to make high quality decisions and that is the leadership approach I have taken to my time in office and I hope that has translated with you here today. But truly, there is nothing I could have done without your direction and I did want to take this opportunity to also thank the Board of County Commissioners for the work that you do. I know your job is thankless and you're not adequately compensated for what you do, but I thank you for your guidance and your leadership. And yeah, I'm just really excited to more focus on what you're looking forward to accomplishing next year. With that, I turn it back over to the Commission, I'm happy to answer any questions you may have, and I'm very excited to hear what objectives and vision you have for me in the coming months.

Chairman Rice speaks:
Thank you, Ms. Davidson. I know that I'm sure that all the Commissioners have done the same thing that I did; print out the County Manager performance evaluation form. And I looked at that and I thought, how do I knock her down? I don't think there's an area here where I can knock you down. In my years in law enforcement I had a couple of supervisors who said nobody should get through an evaluation without having their tail feathers signed a little bit, and I can't find anything to singe. I'm going to take my ability to speak first as the Chairman of this (*inaudible comment*) group of people. I would say thank you for what you've done, you have made our job considerably easier than it could have been. I have marked you beyond above expectations on every item on here and I am so thankful that you stepped up to the plate. You have been a wonderful team member and a team leader, and I cannot say enough about your executive skills and what you have done for this County. And with that, I will leave it to my peers.

Vice Chairwoman Hales speaks:
Should we go in order here?

Chairman Rice speaks:
Why not?

Vice Chairwoman Hales speaks:
Alright.

Commissioner Gardner speaks:
Yes, because I'm still writing my notes.

Vice Chairwoman Hales speaks:
I want to say ditto, I'm not going to read everything I wrote because it's part of the record. I agree and I'm just excited, actually, to be part of this team right now at this point in time because there's a great energy, there's great leadership, there are also great challenges and I'm excited to continue to work on those with

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you. It's been a joy to watch you work and also, I feel comfortable with you, Ms. Davidson, at the helm because I have so much confidence in your leadership. I'll just maybe highlight a couple of other things; regarding integrity, I really appreciate how you verbalize when we come upon an ethics concern, you will say that impacts or is relevant to my ethics and here's how I analyze that. And you do that, you articulate that out loud and that is a great example for all of us. On customer service, the one picture that flashes in my mind is seeing you in your leave a legacy T-shirt, getting input, actively seeking input from the public at several events on the Strategic Plan. I like how today in your comments and in your letter, you start by saying this is a team effort and to me that's a mark of a leader. You're giving credit and you're creating, and by giving credit, you're creating more motivation, more desire on the part of those who work with you to be part of the team and make good things happen, so I see that as really great leadership. Communication, we've taken great strides and that is the one place where I want to say I see more improvements in the works and I look forward to that, and we've discussed that. So those are a few of the highlights and I want to thank you for your excellent work.

Chairman Rice speaks:
Commissioner Nowosad.

Commissioner Nowosad speaks:
Thank you. The microphones are going crazy. I'm going to limit my comments to what I've experienced in 70 years of being in the commercial world and encountering many, many supervisors, managers, vice presidents and everything else in there. This is, without a doubt, you are the best Manager I've ever had. Secondly, I spent some time in the Navy, and in the Navy, the rating system goes from 0 to 4.0 and I would assign you a 3.99. And why not a 4.0? Nobody's perfect.

Chairman Rice speaks:
Commissioner Gardner. Alright, well if you want to wave your time at the moment, I'm not going to try to cut you off. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
Oh, don't think you're getting off early, there's going to be a lot Commissioner Gardner is going to say, be sure of that. I just think what you guys have already said, I feel in full agreement. I've only had two managers, so when I say you're the best we've ever had, you certainly are. But what I like the most is the way you work with everybody and try to make each of our jobs easier, you make my job easier by helping to facilitate my work with constituent outreach, I really appreciate that. You have great people working under you and you allow us to work with them to get things done, which is just great. And I only see a bright future. When you got hired, I told you you could be one of the best managers of all time and I still believe that.

Chairman Rice speaks:
Thank you, sir. And now, Commissioner Gardner.

Commissioner Gardner speaks:
Thank you. Yes, very stellar comments by my fellow Commissioners. We went into this process a year ago and at the retirement of Patrick Cates. And I did express that I enjoyed working for those two years with Patrick, but when he announced his retirement, although that was disappointing, I immediately identified an individual I thought could fill those shoes more than adequately. I also recognized at that time, where that was not really widely known to the public, that we were in the process also of having our Chief Financial Officer retire, our CIO retire. We had our Community Services Director, Mr. Morgan, that was looking at retirement also, that was supposed to occur this last January 1st. And we had the Economic Vitality Manager retiring and we were integrating a new Emergency Management program into the County Manager's Office. And I felt like it was extremely important to bring somebody into that

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job, the County Manager's job, that could hit the ground running and was aware of those factors as well, and could identify individuals that would fit into that organizational process seamlessly.

I try to look to the future, as you know, I try to look beyond my term as a Chairman in the County, whether or not I was going to get reelected, beyond a decade. And that's the only thing I expressed a discomfort in, in your hiring contract, was that it was not a 14 year contract, if you recall. And I can honestly say that even though we've accomplished a lot as a County with you as our County Manager this last year, I think the hiring of you as our County Manager has probably been the most significant and impactful decision this Board has made in the last year and I appreciate that. I appreciate the fact that you have an open door policy, and grant you, I have a loud voice. And so when I come into the County Manager's Office and I ask staff if you're available for a few minutes, you seem to always be able to hear that down the hall and immediately stick your head out and, come on down, come on down, come on down. So I appreciate the open door policy, if you're not in a meeting, you always have time for us, and I never want to disrupt meetings in your schedule if it's not accomplishable and accommodate your schedule because I understand you're a very, very, very busy person. One thing I missed in a County Manager with the previous County Manager is, it was very difficult to read him at any time and I really appreciate your display of emotions.

Laughter was heard.

Commissioner Gardner speaks:
There is never any secret about how you feel and I'm the same way, I wear my emotions on my sleeve, as evidenced by earlier comments I made in this room a few minutes ago. So, I appreciate that ability of you to express and the public doesn't see it, they don't see it here. But in closed meetings and in private meetings with you, there is no question in my mind how you feel on any issue and that I appreciate. We don't always agree on things, but your wealth of knowledge in this County is extremely important. I know there was members of the public that felt like we needed to go take a look, a broad search outside of the County. But I was convinced that that was not, when we had somebody of your quality, it would have been an injustice not only to you, but the County also, an injustice to the County because we would have potentially lost that wealth of knowledge and knowing where we need to go. So, I don't know what else I could possibly say, but I have expressed this in the public to a lot of entities that I've been in front of certainly over the last three months in the process. And I have said that I honestly believe that as time goes through, you will be recognized as one of the best, if not the best County Manager this County has ever had and so it's just been a true pleasure working with you. And I also want to say that the people that you have put into place are, let me see how I can praise this without…are of an age where they will also have longevity in our County, so I'm looking once again beyond the one weakness there and that's the only weakness I see. But you were able to do that and you were able to get Mr. Morgan to extend his retirement for five years so I appreciate that.

Laughter was heard.

Commissioner Gardner speaks:
I don't know that Ms. Morgan is watching YouTube right now, so she doesn't know that you've agreed to stay on for another five years.

Chairman Rice speaks:
I don’t think he did, either.

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Commissioner Gardner speaks:
Yes, out of a zero to four I would give you a five. So thank you, thank you, thank you. And once again, I look forward to serving with you the next four and a half years now and just trying to imagine what we can possibly accomplish in that time. Thank you.

Chairman Rice speaks:
Well before we break into a chorus of Kumbaya, since this is an action item, I think we need to go to Public Comment.

PUBLIC COMMENT

Jason Gibson entered the Board Chambers.

Chairman Rice speaks:
Excuse me, sir, you were asked to remove yourself from the building.

Amy Burgans, Clerk-Treasurer, speaks:
I walked upstairs prior to my next agenda item to be moral support for Jen, which she does not need. So I just want to say, I worked under Jenifer prior to taking the role of Clerk-Treasurer, and so I've seen both sides and she's absolutely a mentor to me. I couldn't be prouder of this County for putting her in the place that she is and I'm very excited to work alongside her for hopefully more than four and a half years, but we'll see. So thank you.

Chairman Rice speaks:
Thank you.

Shawnyne Garren, Recorder, speaks:
Hello, thank you. I would like to echo many of the sentiments that have been shared about Ms. Davidson's performance and how cooperative she is in working, and encouraging, and mentoring and inspiring. And at no point does that go without holding people accountable and so I think that, Ms. Davidson, you've done an excellent job. To be perfectly frank, if you recall leading into this, I kind of discouraged you, not kind of, I discouraged her from applying. I was so afraid of the position just creating an unnecessary level of premature burnout, and gosh, you've risen to the task. So thank you for being brave, but thank you for truly leading this organization. Earlier this week, I had my one on one with Moss Adams, our Auditor, and I will share one part, although those meetings are held in confidence, I will share with you. The first question that was asked of me was what do you believe Douglas County's strengths are? And the very first thought that came to my mind without hesitation was our current leadership and you're very much a part of that. Thank you.

Chairman Rice speaks:
Thank you.

Jim Jackson speaks:
We've heard from everybody that has worked directly in the County with her, now let's hear from the public, which I am part of. In every instance that I have dealt with Jenifer, I cannot express my gratitude on how easy it was and how honest it was. A discussion that AJ and I had before he died, about Painted Rock Mine, was he was amazed at the speed and the amount of information that he received from Jenifer when he had asked her for communications between the previous Manager and the BIA and the BLM. The honesty that comes from this office right now is extremely important, in this day and age people don't trust the government, they really don't. But in every dealing that we've had, and I've asked when I saw this item on the agenda, I asked all of my neighbors, I said, have you dealt with the County Manager?

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Some of them said yes, some of them said indirectly, but all of them made comment on how easy it was and how open and how honest the County Manager was. That's extremely important and that's the impression that you want to have with the public. They may disagree with all of your votes and whatever you do, but if they have access to the County through the Manager's Office and it's an open and honest one, that's extremely important. And that's what Jenifer gives us. Thank you.

Chairman Rice speaks:
Thank you, sir.

Jason Gibson speaks:
I'll take the opportunity to express our awareness of the influence and the power that this woman has, and that she's worked hard to be where she's at and she deserves to be where she's at. You strike me as a sensible individual, Jenifer, and that's why I'm up here risking a potential arrest for exercising my freedom of speech. We're concerned with the ever escalating cost of this runaway freight train called Douglas County Government, the overhead, and the inflation and the cost of living is driving us out of the Valley. If you're not happy with $5,000 to $7,000 a week and you want more money out of us, what does a person do with $20,000 a month? And we're talking about not just the salary and all the benefits and all the perks, but what does a person do with $20,000 a month?

Commissioner Gardner speaks:
Mr. Chair, I don't believe that that discussion is appropriate.

Mr. Gibson speaks:
It's right here. It says right here in the pay increase that they're going to take into consideration.

Commissioner Gardner speaks:
Yeah. What I'm suggesting is that it's not appropriate to ask an individual what they do with their personal income.

Mr. Gibson speaks:
I'm going to talk about things that we could have done better with the strategic planning process. We had two organizations within our local government that did an exceptional job of strategic planning, they came to us with the trails plan and the Tahoe organization. Rather than us outsourcing to our own local government about strategic plans and how to best formulate such, Douglas County hired a consulting agency and paid $100,000 to have us sold on a vision. They brought in an outside firm to sell us because apparently our, well, our government isn't interested in the ingenuity and the vision and the creativity that we, the people, bring to the table. And they're not interested because it's not a people's government, it's a government for the government by the government. So rather than support us and our volunteer time and all the energy and the risk that we take in coming down to testify for you people, they will outsource in order to bring in services that are ridiculous. And we have, the first thing that Jenifer should have done is run an opinion poll to see if people are aware of the JLEC impact, there was no public opinion poll. Most of the people in this county don't even know what's happening.

Chairman Rice speaks:
Thank you, sir. Is there any further Public Comment? Seeing none, I will bring it back to the Board. And Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
I'm prepared with a motion.

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Chairman Rice speaks:
Please.

Vice Chairwoman Hales speaks:
It's lengthy, stay with me. I move that we approve the annual performance evaluation of Jenifer Davidson, Douglas County Manager, that we commend her for her remarkable accomplishments, among which are; approval of the Strategic Plan, successfully hiring numerous high level positions, adopting a balanced budget despite less than anticipated revenue, going to bid and making other progress on Muller Parkway and moving the Justice Center forward in a timely way. And therefore, based on her exemplary performance, we approve a $3,000 recognition of excellence bonus as provided in Policy 200.16 and a three percent merit pay increase as provided in Policy 200.23, in addition to the cost of living allowance provided in paragraph seven of her contract, which calls for the same salary adjustment as other exempt management employees of Douglas County.

Commissioner Gardner speaks;
I'll second that motion, Mr. Chair.

Chairman Rice speaks:
It's been moved and seconded and I'm not going to try to repeat the motion. Is there any further discussion by the Board? Seeing none, I will call for the vote. All those in favor of the motion signify by saying aye. Any opposed? Thank you very much and thank you, Jenifer Davidson.

Applause was heard.

Chairman Rice speaks:
Now my question to our Deputy District Attorney is, did we cover all the bases on the item that was posted? I assume that we should go over the goals? Back at a later date to do that? We're going to extend the agony.

MOTION TO: Approve the annual performance evaluation of Jenifer Davidson, Douglas County Manager, commend her for her remarkable accomplishments, among which are; approval of the Strategic Plan, successfully hiring numerous high level positions, adopting a balanced budget despite less than anticipated revenue, going to bid and making other progress on Muller Parkway and moving the Justice Center forward in a timely way. And therefore, based on her exemplary performance, approve a $3,000 recognition of excellence bonus as provided in Policy 200.16 and a three percent merit pay increase as provided in Policy 200.23, in addition to the cost of living allowance provided in paragraph seven of her contract, which calls for the same salary adjustment as other exempt management employees of Douglas County; carried.

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

9. For possible action. Discussion and canvass of returns from the June 11, 2024, Primary Election including, entering an abstract of the results in the Board's records, ordering the County Clerk to certify the abstract and transmit a report of the abstract to the Nevada Secretary of State in compliance with NRS 293.387. (Amy Burgans)

Chairman Rice read the agenda item into the record.

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Amy Burgans, Clerk-Treasurer, speaks:
Thank you, Chairman Rice and Commissioners. I appreciate the time today and I'm going to keep it short-ish, but I want to tell a story and then have the ability to have the conversation about some of the changes that have happened, what you guys are seeing and what you have heard from the public and any information that you would like to provide to me before we go into a Presidential General Election and also any information that you would like to see brought before you in the future. So with that, I want to start by just saying a huge thank you to my staff. I should start with, Amy Burgans, Douglas County Clerk-Treasurer, and next to me is…

Georgianne Harjes, Elections Administrator, introduced herself.

Ms. Burgans speaks:
And Georgie just finished in that position, this was her first election and she did stellar. So I'm very proud of her, she's learning like crazy. So, with that, a huge thank you to all of my staff that work so hard, it doesn't matter what the turnout is, we're putting on a huge party. And we have certain rules that we have to follow whether people turn out for it or not. So my staff worked tirelessly to make sure that we did everything by the letter of the law and to uphold to the integrity of the elections that Douglas County has always set the standard for. And also, of course, all of the election workers that signed up, took the training and were diligent about showing up, even when they were reading a book at the vote center during early voting because it was so slow, which we will get into. So first I'm going to start by giving some statistics. Georgie, do you mind handing these out? I did create another spreadsheet today, I apologize that everything was late. Canvassing is difficult because we don't get done necessarily with all the numbers until Tuesday, Wednesday was a holiday, and then today here we are. So a little last minute, there are copies on the table outside for the public.

So we're going to start with the in-person numbers, so in person, I did add percents on all of this. There's a percent of the total of in-person early voters on the right hand side, then there's a percent of total in-person voters for the election. Did I not? My apologies, Danny, did you want to see it? I apologize. And then the very final one is the percent of the total turnout for the election. As you can see, early in voting person, the total was only 1,254 people for two full weeks of early voting. We did have a holiday in there, which was Memorial Day. You can see the numbers, you can see the percents, it was incredibly low for early voting, in-person in general was just very low. Then you go to the next section at the bottom where it talks about in-person on Election Day, we had more people vote in person on Election Day than we had the full two weeks prior during early voting. So what I think has happened with the legislative changes in elections is, and I've said it before, we hold three separate elections, we plan for three separate elections. There's early voting, that's one type of election, then we have election day, that's another election. And then we have mail ballots, which has become the biggest part of the election. And we still have to do two full weeks of early voting, which I believe, and I've said this vocally to numerous people, I have no qualms about saying it in a Board meeting, I would like to talk to the legislator next legislative session about changing that to one week. I don't think we need two full weeks, I think it's a waste of County resources when we are very much already busy with the mail ballots that are coming in. So we'll see what happens. And I'd love to get the Commissioners' feedback and the public's feedback on what they would like to see happen in the legislative because something's going to have to change.

You can see all of the percents, if you look at the very bottom left or bottom right corner, the total in-person voters was only 21 percent of the turnout for this election. So, moving (*microphone cut out*), my microphone keeps turning off. I do want to mention that we have five vote centers now on Election Day; we do have the Washoe Tribal Community Center, the Topaz Ranch Estates Community Center, Kahle Community Center, our newest one is the Indian Hills General Improvement District Office. And you can see that is our second highest, it ended up being very successful and we had a lot of positive feedback from people that live in the Johnson Lane northern part of the county, and also people that work in Carson

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City and can stop by that on their way home. So it ended up being very wise to open that center. But of course, the Douglas County Community Center is the big production. We had 1,187 people come through Douglas County Community Center on Election Day. So I'm going to move on to, oh, I also want to talk about, we had about 70 election workers staffing those five centers and I wanted to talk about the total cost of the election workers for those two weeks of early voting and election day. They are $12 an hour employees, but it still costs the County $31,767 to pay to have them for the amount of hours that we have to have them at early voting and Election Day. Election Day is a pretty long day, it's about a 14 or 15 hour day, so, that is a good chunk of the money because every single election worker works that day, but early voting as well. So now I want to move on to mail ballots, and this was all part of the Supplemental packet that Marcia so graciously posted for me on a holiday. So mail ballots was definitely our largest part of this election, it made up 79 percent of the total votes cast; however, we mailed out 42,739 mail ballots, that's how many active registered voters we have that we mailed ballots to. That does not include replacement ballots, and Georgie, how many replacement ballots did we have?

Ms. Harjes speaks:
636.

Ms. Burgans speaks:
636 that we did in-house, that's for people that after we have sent the file to the vendor have gone online and changed their party, or come in and changed their party or changed their address or changed their last name. By law, we are mandated to send them a replacement, so Georgie works diligently on getting all of that into the system. We reject the first ballot that we have sent to them, so people do receive multiple ballots, but only one will be accepted and it's whichever one comes back to us first. If a second one comes back, it does go for investigation to the Secretary of State's Office. But with the 42,739, not including the 600 and some that we did in-house that were replacements, we had 14,633 mail ballots returned, that includes accepted and rejected.

Commissioner Gardner speaks:
Those were undeliverable, is that what you're saying?

Ms. Burgans speaks:
I'm going to get to that.

Commissioner Gardner speaks:
Okay.

Ms. Burgans speaks:
That's accepted and rejected, so yes, it does include that. So that means that there were 28,106 ballots, not including the 600 and some that we sent, that the County taxpayers paid for at about $5 per packet, that never came back to us, were never used. It's a large expense, that is 66 percent of all the mail ballots that we sent that did not come back yet.

Commissioner Gardner speaks:
That's mandated by the State?

Ms. Burgans speaks:
Correct. That is part of AB321 from the 2021 Legislative Session and is codified into NRS 293.

Commissioner Gardner speaks:
And do they cover that cost, the State?

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Ms. Burgans speaks:
The State covers parts of the cost, but not full reimbursement for those costs.

Commissioner Gardner speaks:
I'm sorry, Mr. Chair. I forgot to ask, do you mind if we ask questions as we go through this?

Chairman Rice speaks:
Go ahead. This is an open debate as far as I'm concerned.

Commissioner Gardner speaks:
Yeah.

Ms. Burgans speaks:
It's a conversation, not a debate, I just want the information out there. I am not opposed to mail ballots, obviously a huge part of Douglas County wants to use them, I just think that the conversation needs to be had about the cost associated with it. So we had 14,633 mail ballots returned, 9,317 of those were received through the post office, that includes 2,799 that we received within the first couple days of sending them out that were sent back to us as undeliverable. Those packets cost anywhere between $6 and $7 because we're paying the return postage fee as well. So I do want to add that those are the first ballots we get back, we get those back within a day or two of our vendor sending out our bulk mailing.

Commissioner Gardner speaks:
You know what's significant about this, Ms. Burgans, is that we're a small county, comparatively.

Ms. Burgans speaks:
We are.

Commissioner Gardner speaks:
Okay. So that is a significant expense to us that's not paid for by the State. But I can't imagine, have we done any consultation with Clark County and Washoe County to see their numbers for this? Because those have got to be astronomical numbers and yet, it seems like this is all being dictated by a predominantly Democrat State Legislature, and of course, Washoe County, Clark County certainly is dominated by Democrat. But it would seem to me like the Board of Commissioners in both of those counties would be ready to take their legislators and tie them to the stake for these kind of expenses that are unnecessary. Just an observation.

Ms. Burgans speaks:
Myself, I don't really consider mail ballots Democrat or Republican, I see them as a tool for our voters to be able to vote. So I do understand where you're coming from, but I don't know if we can tie this to necessarily one political party or another. I think the conversation has to be had across the parties of how we can streamline this process to make it accessible to the voters and work for the voters because they obviously want the mail ballots. But also to be able to be fiscally responsible to the taxpayers that are paying for it. So I know that multiple counties track this data. I know that Clark County has done presentations in the past before the legislature as to their numbers. I think that this year is going, this next upcoming legislative session in 2025 will be a lot of data driven information. Senator Titus has already reached out to me for these numbers so I will be emailing her the information later today. We are starting to compile how much each ballot costs, voted ballot that comes back costs. I unfortunately ran out of time and wasn't able to come up with a concrete number, but right now, if you take the amount of mail ballots that we received versus the amount of cost of just the election workers, it's about $45 a vote. So those are not concrete numbers though, I'm still working through that.

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Commissioner Gardner speaks:
I guess my concern is that it seems to me that the more we try to make it easy for a voter to vote, which is a basic civic responsibility, our turnout seems to be going lower.

Ms. Burgans speaks:
Yeah.

Commissioner Gardner speaks:
In my opinion.

Ms. Burgans speaks:
And I will get to that with the turnout, I want to get through the rest of this real quick. Of the 2,000, I did not say that, Mr. Gardner, Chairman Gardner, of the 2,799, undeliverables, when we get those back, because those are the first ones, my staff works very hard, very diligently to get all of those into the voter registration system as soon as they come back. So we go into that voter's information, reject that ballot as undeliverable, so that if they call and say, I haven't gotten my mail ballot, we can say it came back to us as undeliverable and then confirm their address with them. A lot of times the address on it is correct and we don't know why it came back; however, we also take every single one of those 2,799 voters and we start them in the NVRA process, which is the National Voter Registration Act. The deadline for us to mail those confirmation cards for this process is July 4th and Georgie just pulled those. If the person does come in and vote, it knocks them out of that, so we're not going to be doing this for anyone that has voted. But of those, you had a little over 5,000 people in our database?

Ms. Harjes speaks:
No. It actually is 3,327 cards that we will be mailing out for voters to fill them out and return them to us with either the address we currently have, or if they've moved with their new current address within Douglas County.

Ms. Burgans speaks:
And if those cards don't come back to us within 33 days, we inactivate them. And the reason that I'm telling you this is because each time we do that, it saves taxpayers money because we do not have to send these packets to inactive voters. So just for awareness sake, we don't just go, oh, okay, undeliverable and shred them or whatever, they get processed and we're diligent on that. But the process of putting them into, those 2,799 undeliverables, the process of putting them into the voter registration and then going back into each one and tagging them, took about 230 hours of Clerk time to ensure that all of them were processed correctly. So it is a very time consuming process and that is my full time staff that does that, not the election workers. So moving on from the 2,799 undeliverables, we had 6,518 ballots that were returned voted by the post office and 5,316 that were dropped off. So we're not quite at 50/50, but it's close. I actually was surprised to see these numbers when I was putting them together yesterday, that so many people are still relying on the post office, so I was shocked to see that it was higher than the drop offs. So, total ballots accepted for counting was 11,681, when you go to the summary of the election results, you're going to see that the election summary report shows that 11,669 ballots were scanned in. And the reason for the discrepancy between the two is there are certain things within law that when we're deconstructing the ballot itself, if there's a signature on it, it automatically gets rejected because it's no longer a secret ballot. So if you sign your ballot, it no longer becomes eligible as a ballot. Also, some of the envelopes that we accepted in our voter registration system, by the time it got to deconstruction, the person had sent back the PPP ballot in their envelope instead of the primary ballot, which of course was the election in February. So we had a handful of those turned into us. So that's the reason for the discrepancy, is that there were some that were rejected after they had been deconstructed. And once they're deconstructed, that means that the envelopes have been set to the side and we have opened the

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ballots. There's no way to correlate which ballot goes to which envelope, so there's no way for us to put it in our voter registration. So just wanted to explain that discrepancy.

Now, of the 153 ballots that were rejected in our voter registration system, there were 60 as of Tuesday that were received after the election. I know we received more today, so we'll continue to process the ones that are voted that are coming in after Election Day. And just so that you're aware, we're still receiving ballots from 2022, so we'll be getting them. They trickle in about once a month we'll either get an undeliverable or we will get a voted ballot back from the 2022 election cycle with the signature from then. So, 35 of them were not signed, 56 of them had a signature that did not match and two of them submitted more than one voted ballot. So two people sent back their PPP ballot and their primary ballot with the signature and the date that they signed it the same day for this election, and they dropped both of them off. Two separate people did that, and of course, we rejected the PPP ballot because it's the wrong election. And those do get sent to the Secretary of State's Office, I have a feeling these will become voter education instead of investigations because obviously that was just confusion. And then down at the bottom I do have the UOCAVA, which is our military and overseas; I just wanted to put the stats on there of how many emails and mailed ballots we send to our military and overseas and how many come back. And then down below that is our EASE program, which is through the Secretary of State's Office and that is an online way for military and overseas UOCAVA voters that are residents of Douglas County to be able to go online and vote. And we don't send anything to them other than on their email and mail ballot it does give them the information, the sample ballot as well. They can log in, create a profile and then vote online and we have a secure system that Georgie and I have access to be able to go in and retrieve those ballots. So there are people that do use that as a mechanism to vote.

So the next thing that I put in your packet as Supplemental was the drop box by location, that's just informational. I don't feel like we need to go through all of those numbers, I just wanted to give you guys a little bit of a heads up. There were days where we were out at certain locations, my bipartisan team would stay with the drop box and it's scheduled. We'll be here from this time to this time, we'll be here from this time to this time, where they would be out there for three hours and they would only receive two ballots. So we're reevaluating how we do things, which locations get the most, of course, those are the ones that we want to be at more often than not. So when we're talking about mail ballots and the fact that we did get so many, I know that we took over the Chambers and I want to say thank you, how much I appreciate the fact that we are able to take this over and have deconstruction in this room. We do live stream it, I don't know if any of you had trouble sleeping and logged in to watch, but we do live stream it. It's a time consuming process and I know that a lot of the concern over mail ballots is the amount of time that it takes to get the results and why don't I have the results right then and there? And why am I not providing results in a timely fashion? But when we receive thousands and thousands of ballots, even with a small turnout, it's still the same process.

We have to go in, we have to batch them, we have to pickle them, which is where we take the little tab off of the signature. We pickle them and batch them and stamp them, and then from there, my full time staff has to signature verify and accept them into the voter registration system. And that's just step one, before it can even come upstairs for the deconstruction team to start deconstructing. It's a time consuming process. Once they're deconstructed up here, we have to check to see if they need to be duplicated, if there's any stray marks or coffee stains or tears, anything that won't allow it to go through our scanner, then from there we take them downstairs and actually scan them. Once they're scanned in we're still not done because we have to go to the adjudication computer and if someone puts an X instead of filling in the bubble, we have to go through and ensure that they have captured it correctly. It's a very time consuming process, we do work very hard; however, with the turnout as low as it was, after the election, I know that the County financially has spent a lot of money on this election. So we worked 8:00 AM to 5:00 PM so there were a couple nights where results weren't updated. We did it the next morning because I didn't feel like there was a justification for the overtime for us to stay when I knew that it would be the

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next morning that we would be able to get to it. So, of the mail ballots that we received, 155 of them needed to be cured, which means either they were not signed or the signature didn't match. That is a very time consuming process too; it takes about 30 minutes each to do the letter, phone call, email. They come back in, we have to go back into the system, then we have to accept the ballot. It's just a time consuming process. But of the 155, we were able to cure 64 of those and 91 we were not able to cure. So with that...

Commissioner Gardner speaks:
Was that mostly from, I'm sorry.

Ms. Burgans speaks:
No.

Commissioner Gardner speaks:
You asked me to not speak.

Ms. Burgans speaks:
I did not.

Commissioner Gardner speaks:
But were those mostly the 91, were those mostly lack of signature or signature doesn't match? Did you do any?

Ms. Burgans speaks:
It was pretty even, we're going with that. I have those numbers downstairs and I'm more than happy to pull them for you, but I did not bring those numbers up here.

Commissioner Nowosad speaks:
I have a quick question here, this is going to be a simple question. How many registered voters do we have in Douglas County?

Ms. Burgans speaks:
So that's that number at the very top, that 42,739. At the time that we pulled, which was mid-May, beginning of May, we pulled, it was the end of April. At the end of April when we pulled the voter file to send to our vendor to send mail ballots, we had 42,739 active registered voters. Now inactive voters, we have about 3,000, I want to say. They do not receive sample ballots and they do not receive mail ballots, but they are eligible to vote if they come in and then we reactivate them.

Commissioner Nowosad speaks:
So obviously, I think as the plan goes, everybody is eligible to receive a ballot in the mail.

Ms. Burgans speaks:
Only active, 42,000.

Commissioner Nowosad speaks:
You're right, the active people who have participated in elections before. Okay, so looking at their statistics here, 42,279 ballots out, minus the people who opted out of the program, and 3,102. We have, who pays for the ballots being mailed out?

Ms. Burgans speaks:
Taxpayers.

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Commissioner Nowosad speaks:
In Douglas County?

Ms. Burgans speaks:
In Douglas County. The State does reimburse partially.

Commissioner Nowosad speaks:
Partially, how much?

Ms. Burgans speaks:
I…

Commissioner Nowosad speaks:
Percentage wise.

Ms. Burgans speaks:
I want to…the numbers are the next thing that I'm going to work on.

Commissioner Nowosad speaks:
Okay.

Ms. Burgans speaks:
Because I really think the numbers tell a story. But we're going to have to wait and see. I want to say maybe 50 percent, 60 percent.

Commissioner Nowosad speaks:
And you're really talking big numbers here, though.

Ms. Burgans speaks:
Hundreds of thousands, yes.

Commissioner Nowosad speaks:
I'm of the opinion, and it is just solely my opinion, that we should probably go, not mail them out, period. Of course, that's going to take an act of the State Legislature to do that, so I understand that. All you all out there who know (*inaudible comment*).

Ms. Burgans speaks:
So the last thing that I want to talk about, so I'm going to stop sharing, the last thing that I wanted to talk about was the percentages. I think we're all aware, I did try and speak at a couple of events during early voting, trying to encourage people to come and vote. Our total turnout was only 32.54 percent and Douglas County prides itself on having amazing turnout. I have my theories on why our turnout was so low, but I will tell you that we still had the fourth highest turnout percent in the state. Because it was statewide, the turnout was not amazing. In the Primary Election of 2022, we had 44 percent turnout and, in the primary of 2020, which if you remember, was all mail ballots, we still had a 48 percent turnout, so for awareness sake. I know that the General will be different, it's a presidential election, I know our turnout will be fairly high, I'm hopeful. In the General of 2020, we hit 87 percent, I would like to see Douglas County break that record in the General. So, encouraging everyone to ask the questions if they have concerns, of course, I have an open door policy. But I wanted to make sure that you guys were aware that our turnout was so incredibly low this time. So with that, there's also reports in there that are actually numbers for who won and who didn't. If you have any questions about those, I'm more than happy to answer those, I just wanted to give a high overview of what happened.

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To review Ms. Burgans' complete presentation please see the Supplemental Meeting Materials.

Chairman Rice speaks:
Thank you for that and it was very extensive; that's polite.

Commissioner Gardner speaks:
Short-ish, yeah.

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
Thank you, Mr. Chair. Some observations and some questions; first of all, I want to commend your staff and the tremendous job they did. Even though you have three different departments, right? Everybody participates in the election and so, my hat is off to you guys for running a pretty flawlessly election, so, I appreciate that. Number two, I look at the return, I try to look at the return on investment. And when you said that we had 11 days of early voting and yet I look at the numbers from Saturday, May 25th through Friday, May 31st, 507 votes. Even with the low voter turnout, I'm not convinced that those folks would have not voted had the election early voting only be allowed a week. So I would encourage you and your office and the other Clerks that are experiencing similar lack of return on investment to pursue that with the State Legislature. To limit that down to one week because I believe those 507 people, myself included, and my wife, would have taken the opportunity to vote in one of the other days because we do prefer to vote in-person on the machines. I also want to thank you, although there was only 94 that voted on Election Day in Washoe and 135 in Topaz Ranch Estates and 211 at Kahle, and a nice number up in Indian Hills. Although when I look at those precincts, it doesn't appear that those precincts did a heavy vote. West Indian Hills, East Indian Hills and Sunridge that probably had the opportunity, their voting turnout was low. But I think it's important to keep those open because certainly our residents in South County, for a large part, are older and don't have necessarily an opportunity to, don't want to travel to town to vote in person. And also don't necessarily because when you mail something in Topaz Ranch Estates, it has to go into Lyon County, Wellington, that post office, then it has to go to Reno to be sorted and then sent back down to you folks. And that that could cause delays in your receipt and being able to count if they even get in at an acceptable amount of time, so they become disenfranchised. So I encourage you to keep that center open as well, that's important. And of course, I think it's important that the Lake, the five or six precincts we have in the Lake, have that opportunity as well up there because of the distance of travel. So with that, yes, I concur that the voter turnout seemed to be and I don't have an answer for that. It just seems to me that every time we try to make it easier, and that's what I expressed earlier, every time we try to make it easier, our voters are somewhat disinterested. And I don't know what, do we have to take it to their home? Do we have to hand carry it and get them to fill it out and give it back to us? What else do we have to do?

Ms. Burgans speaks:
Be careful what you throw out there.

Commissioner Gardner speaks:
I don't have an answer for that, it's disappointing. We throw money at it, we throw money at it, we throw money at it, we make it easier, we make it easier and people still don't take that opportunity. So that's disappointing, but that's me. So thank you again and thank you Georgie and your staff, and of course, the 70 election workers. But we could reduce that number if we, we couldn't reduce that number if we eliminated that first week of early voting?

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Ms. Burgans speaks:
No, we'd still have to have the same amount of election workers, it's just how many hours do they need to work? Election Day I need all 70 or more, it's just I use early voting as like training. That's where they get their feet wet with how to check people in to make sure that on Election Day, they know what they're in for. So yeah, we wouldn't reduce the amount, but it would be less hours that we'd have them working.

Commissioner Tarkanian speaks:
Mr. Chairman?

Chairman Rice speaks:
Yes, sir.

Commissioner Tarkanian speaks:
I just wanted to make one quick comment, I wasn't going to talk at all about the process. But when we start talking about a low turnout and what more can we do and bring ballots and this and that, I think you lose the focus of what's most important. Do you really want more people that are not engaged in the political process and don't care about voting, don't really want to vote by trying to force them to get a ballot in? Or really, we just need to get more people energized about voting and have more interest in wanting to vote. And if there's only 30, was it 33 percent, Ms. Burgans, something like that? Whatever it is, if only 33 percent of the people are engaged in this election, this isn't anybody's fault in government, it isn't anybody's fault in the Clerk's Office, it's the fault that our community is not engaged in the political process for one purpose or another. So anyways, that's just my thought. It always bothered me when people say, hey, we have a better process for more people vote. No, we have a better process and more people want to vote and want to get engaged.

Chairman Rice speaks:
That's the old saying, if you didn't vote, don't…I can't use that word here. If you didn't vote, then don't complain. So, anymore comments from the Board? Since this is an action item, we will open to Public Comment.

PUBLIC COMMENT

Jim Jackson speaks:
Sounds like you're spending an awful lot of our money when we could go back to voting on Election Day and by midnight know who won. It amazes me that it takes so long because of the mail in ballots, they keep coming in, and keep coming in, and keep coming in and everything. Then you have to cure them, then you have to open the envelopes, you have to do all that kind of stuff that you can't use the word here and everything. When it used to be, I remember voting on Election Day only, unless you had an absentee ballot that you had requested and everything, and then by midnight you know who won. I think we need to get back to that. And then you talk about people not wanting to vote, they don't trust the vote, so they don't vote. I think we could go back to that. So whatever influence any of you have over the State Legislature to change it and to get back to voting on Election Day and counting them and having the results that night would be great. Thank you.

Jason Gibson speaks:
With tall guy audits. It's clear that the low voter turnout is the result of a lack of confidence in government. Period. You can dance around the issue all you want, but it's not a government of the people by the people, which is why they're not voting. Some of the things that Amy's division did which were exceptional, were the social networking outreach, which was ahead of most of our government institutions in that you're getting the post well in advance of the target date instead of after the fact. They seem to understand in the Elections Office the dynamic of timing and the algorithms that have to be taken into consideration if you

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want people to see your posts. So we found that to be very progressive and we found that dialog with Amy and her peoples was upbeat and informative, so we appreciate that. The low voter turnout obviously shows that, well, I mean, if we're the fourth highest in the state, I've got $100 that says that this is probably the lowest voter turnout in the history of Douglas County, and we're the fourth highest in the state. Who wants to take me up on this bet? No gamblers here today? I would be willing to bet that this was the lowest voter turnout in the history of Douglas County, which reflects the kind of government we've got today. You've created a powder keg, people are afraid to come and participate in their government, they don't have the time for it. You got five people making the decisions instead of a norms and procedures backbone of 22 councils that could be deployed and improving the way that we do things. But you're not interested in providing those incentives to the public, you're not interested in ingenuity that comes from the sole proprietors in this county. You're certainly not connecting with your constituents and your constituents can care less. They're either strapped with the financial obligations of barely making a living, or they're high on the hog, fast asleep at the wheel. This is the most crucial time in the history of civilization for us to be cooperating as adults and it's not happening. Now, what they did to me is they trespassed me from the Community Center, so I couldn't participate in the public debates. And then they went even further and they convinced the Postmasters in Gardnerville to trespass me from casting my vote, unlawfully trespassed from both of my post offices trying to keep me from casting a vote.

Chairman Rice speaks:
Thank you, sir. Next.

Kirk Walder speaks:
Good afternoon. While I Chair the Planning Commission, these are my individual views. I support approval of the election results presented by our Clerk, Amy Burgans. I had the opportunity to participate as an election worker for the last several months and I saw the honest and thorough work done by the Clerk, her staff, and the 70 part-time workers that helped run the election. Our Clerk does an outstanding job at every step of the election process. She follows the law, the administrative code, and best practices to ensure a well run and fair election. We also have a dedicated and skilled staff in the Office of the Clerk that are carefully trained to handle early voting, mail ballots, and supervise the five polling places on Election Day. Even the part-time staff do four hours of online training, four hours of in-person training, and many have assisted with elections for several years. Hundreds of hours of work go into preparing for every election, hundreds of machines are tested and retested. Voting machines used for early voting are replaced with identical new machines on Election Day to carefully track results as efficiently as possible. Election workers, including our Clerk and her staff, often work on weekends and 14 hours or more on Election Day. Our Clerk is a certified Election Administrator, she is honest, fair, trustworthy, hardworking, and does her job with exceptional professionalism.

Applause was heard.

Chairman Rice speaks:
Thank you, sir. Any further comments from the Board? Amy, I'm sorry, Ms. Burgans.

Ms. Burgans speaks:
I just wanted to say I did forget, our Public Information Office, they actually are the ones that did all of the posting for us and they were amazing. We gave them a template and that's one thing that we did not have to worry about, so I forgot (*microphone cut out*).

Chairman Rice speaks:
Thank you. Alright, this is an action item and I will bring it back to the Board for a motion.

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Commissioner Gardner speaks:
Mr. Chair?

Chairman Rice speaks:
Commissioner Gardner.

Commissioner Gardner speaks:
I move that the Board approve the canvass of results from June 11, 2020 for Primary Election, including entering an abstract of the results in the Board records, ordering the County Clerk to certify the abstract and transmit a report of the abstract to the Nevada Secretary of State in compliance with NRS 293.387.

Chairman Rice speaks:
Commissioner Tarkanian, was that a second?

Commissioner Tarkanian speaks:
That is a second, yes.

Chairman Rice speaks:
Thank you. We have a motion and a second. All those in favor say aye. Any opposed? The motion carries unanimously.

MOTION TO: Approve and canvass the returns from the June 11, 2024 Primary Election, including entering the abstract of the results upon the Board's records, ordering the County Clerk to to certify the abstract and transmit a report of the abstract to the Secretary of State in compliance with NRS 293.387; carried.

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

10. 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 meetings/functions they have attended and any request by a Commissioner for discussion of a future agenda item. (Chairman Rice)

Chairman Rice read the agenda item into the record.

Chairman Rice speaks:
I will start with Commissioner Tarkanian and then move their way towards me. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I have not had any meetings, so I have nothing to report.

Chairman Rice speaks:
Alright, thank you. Commissioner Gardner.

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Commissioner Gardner speaks:
Thank you. I have to say that I look forward to participating on behalf of the County at the National Association of Counties annual convention in July between the 12th and the 15th. So that's all I have to report. Thank you.

Chairman Rice speaks:
Thank you. Commissioner Nowosad.

Commissioner Nowosad speaks:
In the words of Sergeant Schultz, I have nothing to say.

Chairman Rice speaks:
Thank you. And Vice Chairwoman Hales.

Vice Chairwoman Hales speaks:
As the representative on the Board from Minden, good news that their splash pad at Westwood Park is scheduled to be done before July 4th, which is awesome. From the Carson Valley Arts Council, their President, Brian Fitzgerald, is doing great work representing us on the cultural corridor effort where we are working with other counties to promote cultural tourism. And finally, the other thing I'll note is the Carson Water Subconservancy District is in a strategic plan process, working on that a little bit every month and then we'll culminate in November with a plan. So just a few things from my assignments.

Chairman Rice speaks:
Thank you. For those that haven't mentioned it, we had a parade since the last meeting and it was a very interesting turnout. I supplied 3,000 pieces of candy, which 3,000 pieces of candy lasted through the parade and yeah, 15 minutes. Anyway, it was fun after the parade was over to watch everybody else come by and we had a very interesting group of people in the parade. And I attended a LTVA forum, a half day forum, to see what the LVTA is doing to bring responsible visitors to Lake Tahoe. In other words, if you pack it in, pack it out and don't leave a footprint unless you are leaving it just in the sand. And I have a TDVA meeting coming up, along with a TRPA meeting coming up, South Shore Management is going to be meeting tomorrow, and that's my report. And with that, we will go to Closing Public Comment.

CLOSING PUBLIC COMMENT (No Action)

Jim Jackson speaks:
Never miss an opportunity. This has been a very interesting session today. Jenifer, I want to congratulate you on a good review. When I worked at Walt Disney Productions, I did many interviews with my staff, it was always one on one. This kind of interview is brutal, but you did very well, congratulations. I want to let the Board know that we have great faith in you when it comes to Painted Rock Mine and Johnson Lane. We know you're not going to leave us hanging out there, but we sure are anxious to find out what you're going to do and everything. But I keep telling my neighbors they're not going to stick us with something that we don't like, so don't make me look bad to my neighbors. Thank you.

Jason Gibson speaks:
With tall guy audits. The low voter turnout is the result of, well, a number of things, but first and foremost, there were no debates in this county. They advertised that there would be debates amongst the candidates, there were no debates whatsoever. There's no genuine dialog between parties when it comes to genuine debate, the political process was hijacked. I was falsely arrested by Wesley Rice and Chairman Mark Gardner on January 20th by the same agent who arrested me the year before. They did that to trespass me from the community service center so that I couldn't participate in those political discussions. And so I was not allowed in the building as a result of the false arrest and the fraudulent representation of these

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city elect, which are essentially fictitious persons doing business as US corporate subject citizens at the expense of the American state nationals and those of us who are genuinely awake. Now their king of commerce, Donald Trump, as you know, was indicted on 34 felonies and there's going to be a big rally this weekend in Carson. And a lot of these Republicans here that are pro-Trump that brought him here to our Airport two years in a row without informing us beforehand. Well, one of them over here, Commissioner California, claims that he's keeping you safe. He won his election keeping you safe, sponsoring Donald Trump at your Airport, 25,000 white supremist. I don't even know how to put the spin on the audience that this guy attracts, but apparently, the people with big money are all about the Trump situation. And they're in total denial about his convictions and there's three more cases on the way, at least another 90 felonies and they're going to be in denial the whole way to the elections. It is absolutely unreal that you can be Donald Trump, win an election, be a felony, or a felon with 30 to 100 felonies and run this. It's not even a country anymore, it's just a ghost corporation, you're worshiping a dead fiction, it's dead. It's broke as a joke and they just keep throwing money at it and then patting each other on the back like they're really doing something good. And their little pep rallies, oh, it's such a great job you're doing there, Johnny, laughing their way to the bank, enslaving all of us.

Chairman Rice speaks:
Thank you. Is there any more Public Comment? Seeing none, we are adjourned.

ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 4:12 PM.

Respectfully submitted:

_____

Wesley Rice, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

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DRAFT

The Special Meeting of the Board of County Commissioners was held on Tuesday, June 25, 2024, beginning at 4:00 PM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and via Zoom participation as well as was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

CALL TO ORDER
The meeting was called to order at 4:00 PM.

COMMISSIONERS PRESENT:
Wesley Rice, Chair
Sharla Hales, Vice Chair
Mark Gardner, Commissioner
Walt Nowosad, Commissioner
Danny Tarkanian, Commissioner – *via Zoom*

STAFF PRESENT:
Amy Burgans, Clerk-Treasurer
Jenifer Davidson, County Manager
Cynthia Gregory, Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Danie Day, Deputy Clerk
Marcia Johnson, Administrative Assistant to the Board

PLEDGE OF ALLEGIANCE
Led by County Manager, Jenifer Davidson.

PUBLIC COMMENT (No Action)

Chairman Rice speaks:
I'm going to briefly read the instructions because I don't think that's going to be a problem today. You will be given three minutes and the content has to be germane to the things that the Board can do something about because we don't need to talk national politics, or the northern, or southern borders, because we don't have a lot of control over that. So, having paraphrased and skipping like a flat rock, I will now open it for Public Comment and should the need arise I will interrupt you, but I hope that doesn't happen. So, Public Comment is now open.

Greg Roaldson speaks:
Hello, I'm a resident of Minden and I am here to once again talk about the proposed cell towers that the Fire Department wants to place at their Stations 6 and 14. We fully realize that this may or may not come before this Commission, but we strongly believe that providing education to you guys is key. So, the East Fork Fire Protection Board approved a proposal to install 80-foot cell towers located at Station 6 and 14 in January of '24. What was stunning to us is this board based their decision only on using public safety information presented by Epic Wireless, a Verizon services provider. No independent professional studies were sought or investigated by this board on public safety, laws governing cell towers and negative human health effects from nonionizing radiation. Equally disturbing is this information was made available by a letter sent to all key County representatives including the fire board members by the Genoa Town back in December of 2023. We believe this proposal may be violating local ordinances, the County's Master Plan, State NRS statutes and telecommunication, and federal laws. The East Fork Fire Board at the very least should have questioned the National Environmental Protection Act, NEPA. An environmental assessment is required when a cell tower will be placed in a flood area. Station 14 sits in a floodplain,

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therefore requiring an environmental assessment outlined by NEPA. After reviewing public records, no review exists. And also, just as of this year in May 2024, NEPA revised their guidelines that said that Verizon and East Fork cannot omit this requirement by suggesting a categorical exclusion. Minden has at least 24 National Historic sites to its town. Although cell companies may bypass this process by entering into a Memorandum of Understanding, no such agreement as part of this proposal, based on the public records, was submitted. Lastly, you must know that our children are very vulnerable and will be harmed from these towers' location because the bulk of the towers' power density radiation admittance is at a range of 98 to 229 feet. Allie's Daycare and the dance studio are within that range. They will be harmed. Is that me, or is that? Lastly, the information that we present is strongly based on credible, verifiable evidence-based research. Thank you for your time.

Chairman Rice speaks:
Thank you, sir. Any further Public Comment?

Susan Roaldson speaks:
I'm a registered nurse and been a nurse for 45 years and I cannot believe these towers are going close to children and neighborhoods. Were you aware that in 2021, the US Court of Appeals had a landmark case against the FCC where it stated the FCC failed to consider the adverse health effects of RF radiofrequency and radiation on the biological effects to people? And that's the cellular. They only did a study 28 years ago on the thermal effects. There're two effects from the tower and they ignored that one. The study only provided an outdated 28-year old computer model study for only a 30-minute exposure to humans. No human studies have been done. This is a critical legal concern that the FCC has only addressed the thermal effects and not the biological. To date they have not fulfilled the judgment that's against them. They continue to say and use old studies saying that their studies are RF and radiation is safe. It is not. There are multiple studies. There's 11,000 papers now that the US Court of Appeals has of studies that have been done stating that they are not safe. Also, this is so important you guys, they have never ever done a study on children, nobody has. We have no idea the dangers of this for children. Did you know that New Hampshire did a landmark study? They took one full year, and this is their new bill, HB 1644, that requires now telecommunication towers be placed at least 1,640 feet away, daycare 225, from residents, daycares, schools, and hospitals due to the human health effects. This was an intense year-long study that involved ten experts in the field of physics, epidemiology, toxicology, and public safety. Their conclusion was wireless radiation poses a significant threat to human health and the environment. There was a German study done stating that just being 1,300 feet away they had three times the cancer, and an Israel study too, same thing. Our residents and children will be exposed 24/7 and we cannot turn it off. Real quick, I have been in touch with Susan Foster who works with the attorney and engineer and I reached out to her after that January meeting and said Verizon says it's safe that the firemen could sit at the top of the tower. And she said to me, I quote, in an email, "Do you have access to good science? Of course, Verizon is lying. They've been doing this for three decades. Let them sit at the top of the towers. Who's their expert?" She named two people. She says, "Ask to see the science that has been presented. Please, if it's digital you can send it to me." Look up Susan Foster, you'll see how important she is to the landmarks cases they have been fighting with cell towers all over the United States. Thank you.

Casey Rogers speaks:
I'm here also speaking on cell towers, 14 and 6 Stations for East Fork Fire. I'm completely opposed, so I'm sharing that with you. I wanted to kind of explain some things that I found that these tele-communication companies are trying to put towers on fire stations and schools because they're an easy money grab, because they need money and so that's where they try to head first. And they also don't provide the science, the true science that the community needs to be aware of what's actually happening out there. We know that they haven't complied with the FCC lawsuit in 2021, it's been three years. They need to comply with that and they still haven't. But I'm here to ask you to also do your due diligence in researching this information. We've come to find out that the leases that they try to put on the school

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districts and fire stations and things like that are up to five years, but when you get through the legalese is up to 35 years, and they can add to and change and modify them as they see fit. And it's all in the hands of the telecommunications company, and not your town, and not you guys. It ends up being in their power. So, that's something to be aware of because by the time these kids are done and grown and out of school, all these kids going through K-12, these kids have been sitting there 24/7 under it, not just in their homes, but also in the school systems. And by the time they're 40 and 50 years old, their lease will be up on those towers, so there's no changing that. So, it's important that we look at this now, and not later, because we already know that they're harmful. They also cause fires. However, there is HB 1644 in New Hampshire that she mentioned prior, and I'm here to ask that you guys put an ordinance in this County not allowing cell towers anymore here, or at least at a safe distance if you guys are gonna put them here. So, maybe you could do an emergency meeting to put in an ordinance and stop them from coming in and use the example of HB 1644. Thanks.

Chairman Rice speaks:
Thank you. Any further?

Maria Hartman speaks:
Good afternoon. I have been a resident of Minden for 25 years. I have worked with children for 40 years and my dream was to start a Montessori school. 15 years ago, my dream came true and I was able to open the doors of Allie and Friends Daycare and Preschool in a beautiful building that was specifically built to be a daycare. We have little toilets, little sinks, a beautiful backyard just built to be a daycare. There's nothing else like that here in Minden. 105 children between the ages of one and six years old attend our school and we have more than 200 families on our waitlist. A few weeks ago, I found out that a cell tower was being built 225 feet away from our school. I became extremely concerned. And to say that the parents of the children that attend our school and the 21 teachers that work at Allie and Friends were devastated is an understatement. All parents and teachers have signed a petition to stop the construction of this tower. Quite a few of them have mentioned that they would definitely remove their children from our school if the tower is built. Will this tower be the end of our business? Daycares are needed now more than ever. There are not enough schools for little ones and parents are desperate to find care. What are parents going to do if our school has to close? After learning about all the dangers of having a cell tower right next to our school, I would like to bring to you my concerns. Fires are not uncommon around these types of towers. If there's a fire, will I have enough time to bring 105 children between the ages of 12 months and six years old to a safe place when the fire and all the pollutants will be so close to us? How will the tower affect our kids brains development and their health? And what will happen to all my children when they will be exposed to all those frequencies for 12 hours a day? We're open 12 hours a day. Most of the children are there most of the day so they will be exposed to those frequencies all day. Are you going to allow 105 children of our community to be used as guinea pigs and ten years later do a study to see how they were affected? I'm asking you to please put the well-being of our children and teachers first. Their health and life are in your hands. Thank you.

Chairman Rice speaks:
Thank you. Is there any further Public Comment?

Petrina French speaks:
Good afternoon. I've been a Minden resident for 40 years and we have a property on Zaldia and out in Johnson Lane. Both properties are going to be affected by this 5G tower so we're speaking for the children and for the public. Children and public safety ECOLOG Institute of America has over 9,000 members that United States of Appeal conduct research, teach and use ecological science to address environmental issues. ESA is a trusted source of scientific knowledge that serves as a foundation for understanding and action. The recommendations for cell towers were replete with warnings to bring the levels of radiation down, particularly in vulnerable locations, residential, school, nurseries, playgrounds, hospitals, and all

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the other places that which humans are present for longer than four hours. Verizon and East Fork Fire are not adhering to what the ECOLOG Institute states is safe for the residents and children near these towers. Children under 12 years of age also have higher body water content than adults, which allow them to absorb considerably more radiation. Additionally, a child's bone marrow absorbs ten times more wireless frequency radiation than an adult. Children's skulls are thinner than adult skulls, which means more radiation is able to penetrate their protective barrier, Moskowitz's study. The California Department of Public Health Environmental Health Investigations Branch concurred, findings EMFs can pass deeper into a child's brain than an adult. The brain is still developing through the teen years which makes children and teens much more sensitive to EMF exposure. Los Angeles and San Diego Fire Department have been fighting to restrict cell towers from being built on fire department property due to the health effects. Susan Foster's attorney, Scott McCullough and Tony Simmons, PE Electrical Engineer, have helped prepare legislation to prevent cell towers from being built on fire department properties and have designed rules for setbacks and distance to protect health and safety of firefighters and nearby homes, schools, and neighborhoods. Our group is just here, it's small, we're pleading with you for our children and the town. Big business coming in, big money, something for all you to just look at. Thank you for listening to us.

Chairman Rice speaks:
Thank you. Is there any further Public Comment? Seeing none. I have one, I've never done this before. And it just went away. I hate it that when that happens. Computers are so much fun when they work. Do you have that hard copy? Because this thing doesn't want to let me in to my own dog gone phone. I love my County phone.

Jenifer Davidson, County Manager, speaks:
Is that what you're looking for?

Chairman Rice speaks:
It is. I'm going to paraphrase an email that I received today and it is, as far as I'm concerned, outstanding news. This is from Jenifer Davidson to all of us. I just received word that Senators Cortez-Masto and Rosen announced that $24,026,333.00 in funding from the Bipartisan Infrastructure Law to extend the popular Tahoe East Shore Trail. This grant award is a part of the US Department of Transportation's Rebuilding America Infrastructure with Sustainability and Equity. The grant program will fund vital road safety and trail improvements along State Route 28 on Tahoe's Eastern Shore and it goes on from there. But this is something that has been worked on for a very long time and I am thrilled to say that we are finally getting funding. This will extend the trail all the way from Incline Village to Spooner Summit and keep bicycles and some pedestrians off of Highway 28, the available parking so that people have to risk their lives to park along the roadway. This is an amazing thing that's been in the works for a very long time. Thank you for putting up with me. And seeing no more Public Comment, I will close Public Comment.

APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

ADMINISTRATIVE AGENDA

UNAPPROVED

1. For possible action. Discussion on the adoption of Resolution 2024R-069 levying the tax rates for all political entities within Douglas County for Fiscal Year 2024-25 pursuant to NRS 361.460. (Amy Burgans)

Chairman Rice read the agenda item into the record.

Amy Burgans, Clerk-Treasurer, speaks:
Thank you, Chairman Rice and Commissioners. We are at the end of our fiscal year. It will conclude business-wise on Friday, though it really concludes on Sunday, with the new fiscal year beginning Monday July 1st. This agenda item is to levy the tax rates. This is an annual resolution that includes all of the tax rates that are approved by the taxing entities within Douglas County when they are approved by their budgets. Each entity approves the tax rate that they are going to use for the upcoming year when they approve their budget. Pursuant to NRS 361.460, immediately after the Nevada Tax Commission certifies the tax rates, the Board of County Commissioners shall by resolution proceed to levying the tax rates. The action I am requesting of the Commissioners today is approval Resolution 2024R-069, which allows the Treasurer's Office to collect the approved tax rate from property owners within Douglas County by sending out their property tax bills. Attached to your Agenda Packet is a copy of the resolution showing the tax rates for each political subdivision within Douglas County, a chart showing the increase or decrease from last fiscal year, if there is one, and a graph showing the detailed breakdown of the Douglas County tax rates. So, with that, are there any questions?

Chairman Rice speaks:
Not from me, the information is very thorough. And I think that some people would be surprised by the number of taxing authorities we have in Douglas County.

Ms. Burgans speaks:
And add to that, each one has an elected board and we get to run the election for them too.

Laughter was heard.

Chairman Rice speaks:
Is there questions or comments from the Board? Commissioner, go ahead.

Commissioner Gardner speaks:
Thank you. I just want to understand the process here. The State Tax Commission, as this says, met formally this morning and adopted these but the purpose of our resolution is to allow you to levy the taxes as of July 1. Is that the process, correct?

Ms. Burgans speaks:
That is the process. So, each district board when they finalize their budget, finalizes the tax rate that they plan to charge the people within their district every year. And then they send it to my office and we collect all the information, compile it, and send it forward to the State. And then the State, yes, on June 26th every year, the State gets together and approves the statewide, each county, their tax rate, for each entity within their county. And then after they approve in the morning, we get together in the afternoon and ask you guys to give me the ability and my office the ability to use these tax rates on the County property tax bill. You're not approving the rates, the rates have been approved by each entity, you're just basically giving me the authority under Douglas County to send the Douglas County tax bills with these included as the tax rates.

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Commissioner Gardner speaks:
The process just seems a little backwards to me, that's all. The State has already approved this and now we're, you know, follow that logic.

Ms. Burgans speaks:
The State doesn't really approve more than… it's more of an oversight from the State making sure that no entity is exceeding the cap that NRS allows for. There is a cap of 3.6 percent for each entity. So, when you take Douglas County's tax rate and you add in all of these different entities, and you could live in more than one entity; there are people that are East Fork Fire, but also in Mosquito Abatement and also in the Town of Minden. So, they're going to have multiple of these rates and they're also going to have the Douglas County rate and those added together cannot exceed 3.66 percent.

Commissioner Gardner speaks:
Right. So, those entities that are asking for an increase, are below the 3.66 already? Entities that are at the 3.66 could not ask for an increase?

Ms. Burgans speaks:
Correct. Which is one of the reasons why Douglas County, as an entity, we are not able to increase ours. And the final page in your packet shows the breakdown of Douglas County, we are at 1.168 percent. And the reason that we cannot increase that is because we have places within our county where if you add the County's taxing entity plus the other entities that they are in, that combined would exceed the 3.66. So, we would have to ask an entity to lower theirs in order for us to raise ours.

Commissioner Gardner speaks:
Thank you for the explanation.

Chairman Rice speaks:
Any further questions or comments from the Board? Commissioner Tarkanian, you're not doing anything except shaking your head no. Okay, got it.

Commissioner Tarkanian speaks:
It's boring listening to Commissioner Gardner talk.

Laughter was heard.

Chairman Rice speaks:
Okay. Anything else from the Board? Seeing nothing else, I will open this up to Public Comment, it is an action item.

PUBLIC COMMENT- none

Chairman Rice speaks:
I see no Public Comment. In that case I will bring it back to the Board for a motion. Not everybody at once.

Commissioner Nowosad speaks:
I move we adjourn.

Chairman Rice speaks:
Wrong motion.

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Commissioner Gardner speaks:
Yeah, that's not a debatable move. I hope he wasn't serious. I will move for the adoption of Resolution 2024R-069 levying the tax rates for all political entities within Douglas County for Fiscal Year 2024-25, as presented.

Commissioner Tarkanian speaks:
Second.

Chairman Rice speaks:
Do we have a second?

Commissioner Tarkanian speaks:
Second.

Chairman Rice speaks:
Thank you, sir. It has been moved and seconded. Any further comments or questions from the Board? Seeing none, I'll bring it to the vote. All those in favor say aye. Any opposed? It passes unanimously.

MOTION TO: Adopt Resolution 2024R-069 levying the tax rates for all political entities within Douglas County for Fiscal Year 2024-25; carried.

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

CLOSING PUBLIC COMMENT (No Action)

Chairman Rice speaks:
Do we have any Closing Public Comment?

Vice Chairwoman Hales speaks:
I don't have Closing Public Comment. But I do have a request for point of personal privilege.

Chairman Rice speaks:
Yes ma'am.

Vice Chairwoman Hales speaks:
I would like to recognize my sister, Linda Giberson from Grapevine, Texas, visiting our beautiful county.

Chairman Rice speaks:
Welcome. Is that the extent of your personal…?

Vice Chairwoman Hales speaks:
That's it. That's all.

Chairman Rice speaks:
Okay. I'm sorry, I've known you so well.

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Amy Burgans, Clerk-Treasurer, speaks:
I'm Amy.

Chairman Rice speaks:
I know, I know.

Ms. Burgans speaks:
It's fine. I do go by Amy. I just want to recognize one of my employees Regina, who works at the Stateline Office, at Tahoe General Services Office. She just celebrated 25 years with Douglas County. And though she doesn't want to be recognized by appearing, we did celebrate her this morning in a team meeting and I just want to call out her dedication. She is counting down to retirement but we have a little over five years left with her which I am very excited about. But anybody that goes up to Tahoe, especially for DMV services knows Regina, and she is a true asset to Douglas County. I just wanted to mention that.

Chairman Rice speaks:
I can say that in all the years that I worked up there doing the odd jobs that I used to do with the Constable's Office and the Sheriff's Department, she has always been a delight. Always ready to please and I congratulate her greatly, and I wish that she'd have come down here so that we could have given her her pin and her plaque.

Ms. Burgans speaks:
I guarantee she's blushing right now and she's not here. Thank you.

Chairman Rice speaks:
Thank you very much. Any more Public Comment? Seeing none, you may make your motion, sir.

Commissioner Nowosad speaks:
I move that we adjourn.

Chairman Rice speaks:
All those in favor? I don't think we need a second to adjourn.

Ms. Burgans speaks:
We don't even need a motion.

Chairman Rice speaks:
Alright, we are adjourned. Thank you very much.

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ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 4:30 PM.

Respectfully submitted:

_____

Wesley Rice, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

UNAPPROVED

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the conditional approval of the Outdoor Festival Permit application for the Genoa Candy Dance Arts & Crafts Faire to be held September 28, 2024, from 7:00 AM to 10:00 PM, and September 29, 2024, from 7:00 AM to 8:00 PM, to be held throughout the Town of Genoa, subject to the stated conditions/comments by the reviewing departments. Submitted by Jody Brunz, Genoa Town Manager. (Amy Burgans)

RECOMMENDED MOTION:
Conditionally approve the Outdoor Festival Permit for the Genoa Candy Dance Arts & Crafts Faire subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None

BACKGROUND:
Attached is the Outdoor Festival Permit submitted by Jody Brunz, Genoa Town Manager, for the Genoa Candy Dance Arts & Crafts Faire to be held September 28, 2024, from 7:00 AM to 10:00 PM, and September 29, 2024, from 7:00 AM to 8:00 PM throughout the Town of Genoa. Department and Town comments and conditions, if any, are attached and incorporated herein.

ATTACHMENTS:
Application Packet.pdf
Approval Packet.pdf

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

1. **APPLICATION AND FEES.** This application is for outdoor events with attendance of 500 or more persons on any one day of the event. There is a $100.00 **nonrefundable** application fee. No application fee is required when the applicant is a Douglas County based charitable or nonprofit organization in good standing or when the applicant is an agency or department of the County. **INFORMATION GIVEN IN THIS APPLICATION WILL BE MADE AVAILABLE TO THE PUBLIC.**

2. **DEADLINE.** All applications must be submitted at least **sixty (60) days** in advance of the event. With good cause shown and approval from the Clerk/Treasurer, in cases of emergency or extenuating circumstances, applications may be submitted not less than twenty-five (25) days in advance of the event. For special approval, email boardclerk@douglasnv.us prior to submitting application.

3. **INSURANCE.** The Outdoor Festival application will not be accepted unless the applicant has furnished proof of insurance coverage that identifies County, it's officers, agendas, employees and volunteers as additional insured in an amount of not less than one million dollars for normal events or two million dollars for high risk events as determined by the County.

4. **CONDITIONS.** All conditions for approval imposed under Douglas County Code § 5.12 must be met before issuance of the Outdoor Festival license.

5. **APPROVAL AND AGENCY SIGN-OFFS.** The application will be reviewed by appropriate county agencies who shall investigate the application and report to the clerk with appropriate concerns. The completed application and agency approvals or concerns must be heard by the Board of County Commissioners for approval or denial. It is the responsibility of the applicant to reach out to county agencies for clarification on any issues identified.

6. **ISSUANCE OF LICENSE.** It is the responsibility of the applicant to ensure that the event was approved by the Board of County Commissioners and to follow up on any conditions set by the various agencies within the county that were submitted to the Board of County Commissioners.

OUTDOOR FESTIVAL EVENT LICENSE CHECKLIST

Materials required for submittal:

☐ $100 non-refundable application fee – check(s) made payable to "Douglas County"

-OR-

☐ Articles of Incorporation if waiver of application fee due to being a Douglas County Nonprofit

-OR-

☑ Applicant is a Douglas County agency or department

AND:

☑ Completed application

☐ Financial statement of the licensee (if applicable)

☑ Proof of Insurance

☑ Permits required by other governmental agencies (if applicable)

☑ Plot plan showing arrangement of facilities and parking, egress and ingress

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: 04/25/2024

Name of Event: Genoa Candy Dance Arts & Crafts Faire

Location of Event: Throughout the entire Town of Genoa
(Address or Legal Description)

Applicant's name: Jody Brunz, Genoa Town Manager

Mailing address: P.O. Box 14 (Street or P.O. Box) Genoa (City) NV (State) 89411 (Zip Code)

Email Address: ebrunz@douglasnv.us

Phone #(s): 775-782-8696 (Business) 775-782-4393 (Cell)

Is the applicant a(n): ☐ Corporation ☐ Partnership ☐ Individual ☑ Other

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title
N/A		

Description of Event: The Genoa Candy Dance is an outdoor event that orginated in 1919. This 2-day event includes over 300 arts and crafts booths, food and beverage booths, in addition to, children's activity booths. With the tradition of making and selling 'hanmdade' candy, as well as, the annual dinner-dance the event continues to draw a large crowd. The event is accomplished with the help of local volunteers in excess of 150. 2024 is the 50th Anniversary of the Arts and Crafts Faire which began in 1974.

Date(s) of Event: 09/28/2024-09/29/2024 Hours of operation: 09/28 7am-10pm & 09/29 7am-8pm

Will an admission fee be charged for your event? ☐ Yes; $ Amount: _____ ☑ No
Parking Only

Number of tickets and/or passes available: NA

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

List approximate number of participants: 400 +/-

List approximate number of spectators: 15k-25k daily

List expected peak number of spectators: 30-35k 2-Day

Will alcoholic beverages be served? ☑ Yes ☐ No
(all liquor vendors must be individually licensed with Douglas County Sheriff's Office)

Will food and/or beverages be served? ☑ Yes ☐ No
(all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)

Will there be live music? ☑ Yes ☐ No
- If Yes, Name of Performer(s) Doug Lubushkin & Lost Reverends Type of Music Country Mix

INSURANCE:

Name of Insurer: Nevada Public Agency Ins Pool

Limits of liability: $1,000,000

Address of Insurer: 201 S Roop St #102, Carson City, NV. 89701
Street City State Zip code

Policy number: NPAIP20232024

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.

Jody Brunz
Signature of Applicant

04/25/2024
Date

Jody Brunz, Town Manager
Name of Applicant

ebrunz@douglasnv.us
Contact Email Address

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))

The Law Enforcement Plan is coordinated by Douglas County Sheriff's Department. A representative from the Sheriff's office serves on the Candy Dance Operations Committee that meets prior to the event to review all safety and security concerns.

Describe plan for location and supply of water facilities (§ 5.12.120(B))

Water will be made available through various outlets located in the Mormon Station State Park, the Town of Genoa Community Park, as well as, throughout the entire Town of Genoa. Food and Beverage Booths, in addition to, Town Restaurants will also have water available.

Describe food concessions plan (§ 5.12.120(C))

Food will be provided for a fee by local restaurants and approximately 30 food and beverage vendors located throughout the festival.

Describe toilet facilities plan (§ 5.12.120(D))

Portable restrooms will be located throughout the town, including the parking lots. See attached map with location details.

Describe trash cans and litter plan (§ 5.12.120(E))

Six 30-yard and two 6-yard dumpsters will be strategically placed throughout the town and parking lots. In addition, there will be approximately 114 55-gallong receptacles located througout the fesitval and will be emptied regulary during the hours of operation.

Describe medical facilities plan (§ 5.12.120(F))

Medical response will be coordinated with east Fork Fire Protection District and the Douglas County 911 Emergency Dispatch Services with their on-duty resources. A First Aid Booth staffed by Registered Nurses from Carson Valley Health will be on site during hours of operation.

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))

East Fork Fire Protection District (EFFPD) coordinates the fire protection plan. A representative from EFFPD serves on the Candy Dance Operations committee that meets prior to the event to review all safety and security concerns.

Describe parking areas, access and parking control plan (§ 5.12.120(H))

At this time, two (2) parking areas will be made available for Candy Dance participants and vendors. A 3rd parking area has not been secured as of this date. Currently, we have secured the Genoa Lane (Yellow) Parking Lot and the Foothill Parking Lot (Red). In the past, we had a 3rd lot, the Cemetery Parking Lot (Blue) on Jacks Valley Road, but as of this date, that parking lot does not appear to be available to us. We will know more in regards to the availabilty of that lot in April 2024.

Describe location of on-site headquarters or contact information (§ 5.12.120(J))

Site Headquarters will be located in the Genoa Town Office located at 2289 Main Street in Genoa with an additional information booth located at the corner of Main Street and Genoa Lane. Please see packet with phone number contact list.

Describe illumination plan (§ 5.12.120(K))

The Candy Dance Dinner Dance will be held on Saturday, September 28th at the Genoa Community Park. Portable lighting will be rented and installed for the dinner dance. Additional portable lights stands will be install in town to illuminate pedestrian routes. In addition, portable light stands will be placed in Mormon Station to assist with load-out after the close of the event on Sunday.

Describe overnight camping facilities plan (§ 5.12.120(L))

Overnight Parking/Camping will be provided by Martha Williams of Antiques Plus located at 2242 Main Street in Genoa. A contact number for Ms. Williams is 775-T782-4951. The U.S. Marines/Parking Attendents will be camping overnight in each of the 2 parking area.

Describe communication system plan (§ 5.12.120(Q))

All emergency communications are coordinated by the Douglas County 911 Emergency Services Department. Additionally, radios will be issued to all critical position staffed during the event and will have direct communications to East Fork Fire Paramedics.

What provisions will be made for numbers of spectators in excess of the estimate (§ 5.12.040)

If parking lots reach maximum capacity, no other attendees/vehicles will be allowed into said lots. This will be closely monitored by all public safety and Candy Dance personnel.

Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress. (§ 5.12.040)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

CONTRIBUTORS & INVESTORS LIST

Please list anyone who has contributed, invested or who has a financial interest greater than $500. Use additional sheets if necessary.

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

I, Emily M Bronc being duly sworn, depose, and say that I am an owner* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: Town of Genoa
Address or Legal Description

Signed Emily M Bronc

Subscribed and sworn to before me this 25 day of June, 2024.

*Owner refers to the following. Please mark the appropriate box.

☒ OWNER/JOINT OWNER

☐ CORPORATE OFFICER/PARTNER

☐ POWER OF ATTORNEY (Provide copy of Power of Attorney)

☐ AGENT (Notarized letter from property owner giving legal authority to agent)

☐ LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

Tanya Balaba
Douglas County Clerk's Office

~OR~

Notary Public in and for said county and state

My commission expires

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 for events determined to be high risk by Douglas County. APPLICANT is required to post an indemnity bond or a performance bond in favor of the county in connection with the operation of outdoor festival for not less than $100,000. Any Douglas County department or agency required to perform an duty during the outdoor festival that results in it incurring extraordinary costs may request the clerk of the board to invoice the licensee or proceed against a bond posted.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured.

I hereby agree to the all of the provisions stated above and have attached a copy of the Certificate of Liability Insurance:

Genoa Candy Dance Arts &
Name of Event

September 28 & 29, 2024
Date of Event

Jody Brunz
Applicant's name (printed)

Jody Brunz
Applicant's signature

04/25/2024
Date

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE FORMS ISSUED TO THE COVERED MEMBER

AGENT	DATE OF ISSUANCE
Nevada Risk Pooling, Inc. 201 S Roop St, Suite 102 Carson City, NV 89701	06/21/2024
COVERED MEMBER	**COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:**
Town of Genoa	Nevada Public Agency Insurance Pool 201 S. Roop St., Suite 102 Carson City, NV 89701-4790 A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

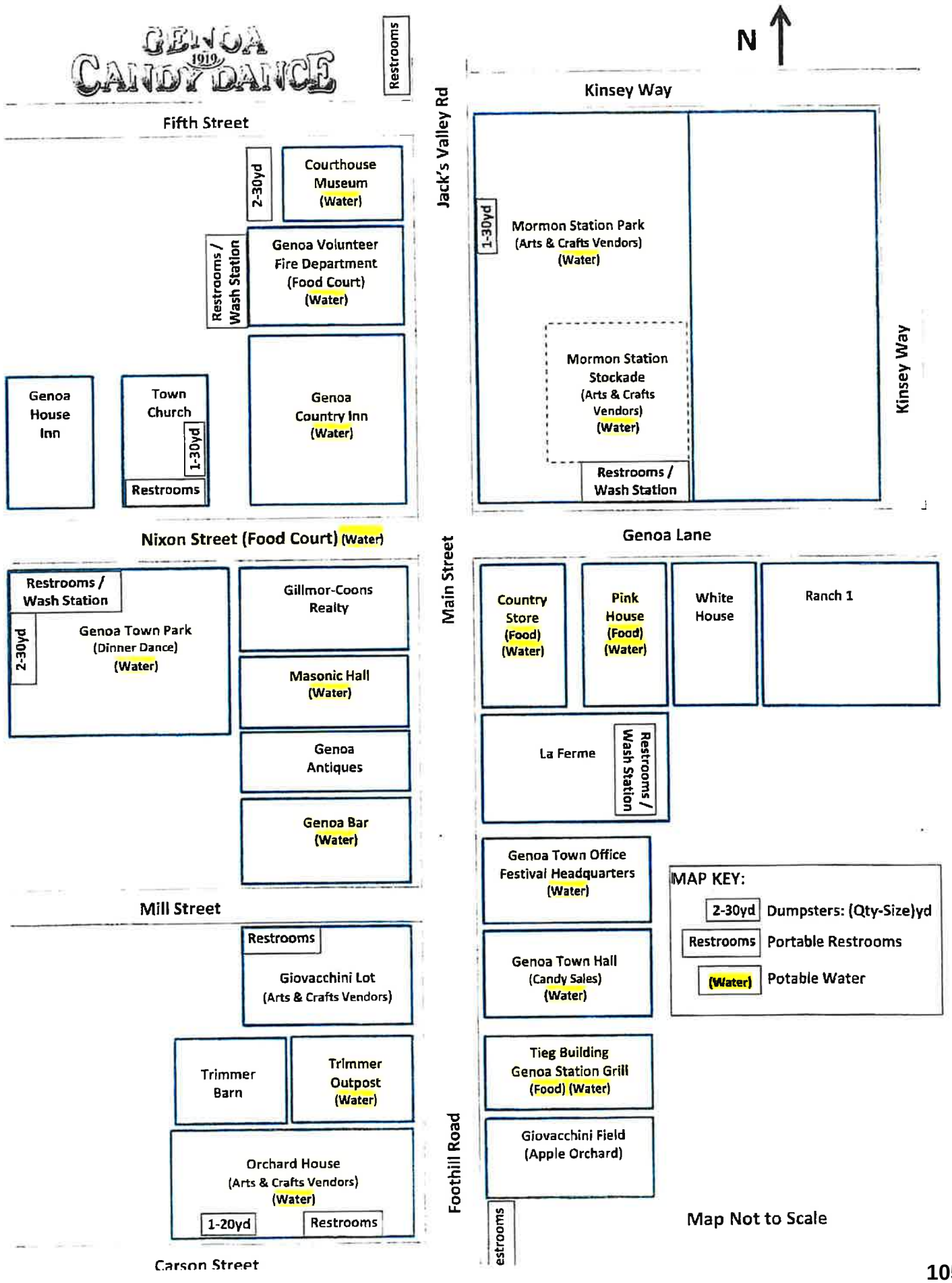
TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	NPAIP20232024	7/1/2023	7/1/2024	$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section I.2 of POOL COVERAGE FORM:				

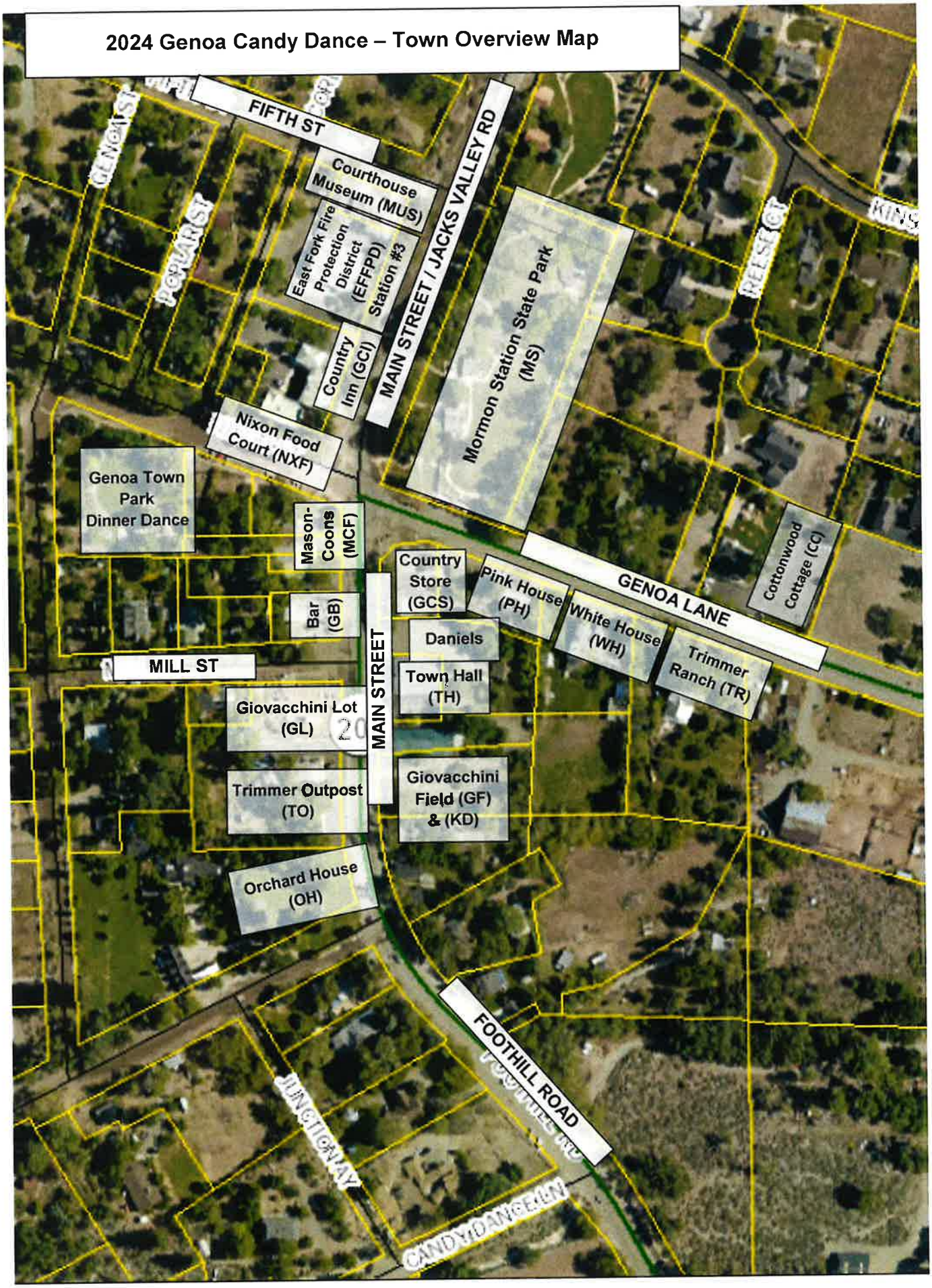
DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

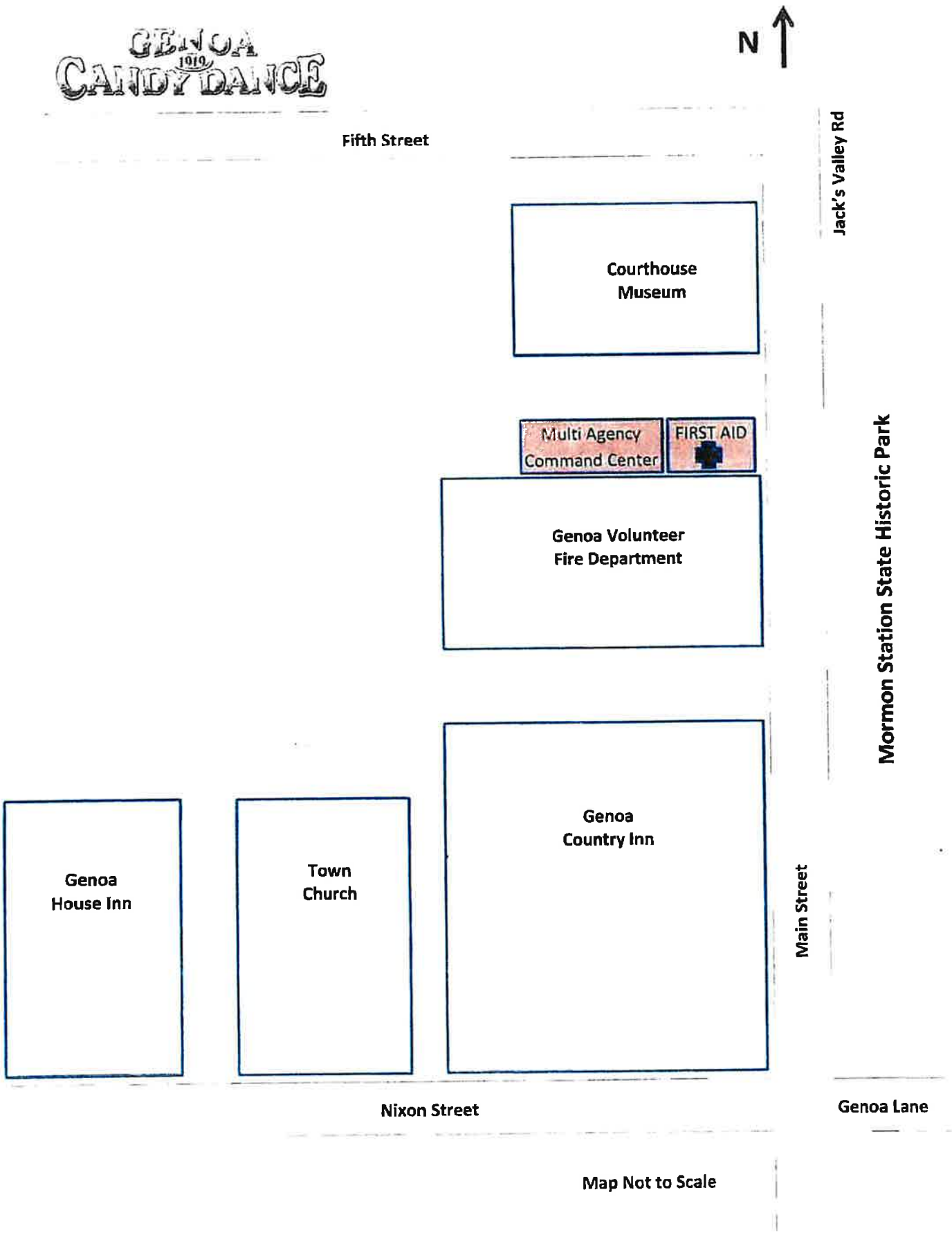
Proof of Coverage

CERTIFICATE HOLDER	CANCELLATION:
Douglas County 1594 Esmeralda Avenue Minden, NV 89423	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE FORMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS.

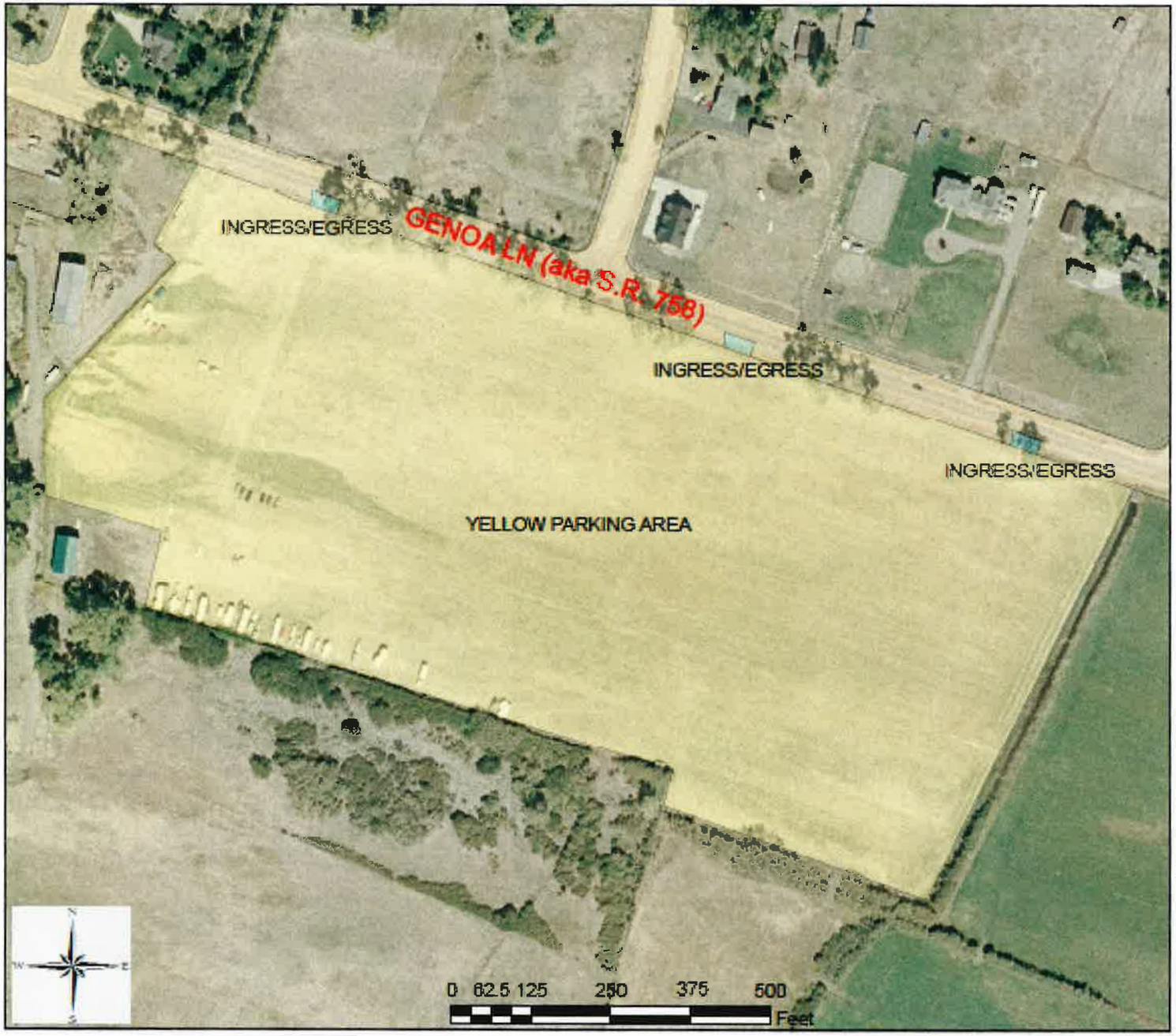
AUTHORIZED REPRESENTATIVE _____


GENOA
1919
CANDY DANCE
Restrooms
Fifth Street
2-30yd
Courthouse Museum (Water)
Restrooms / Wash Station
Genoa Volunteer Fire Department (Food Court) (Water)
Genoa House Inn
Town Church
1-30yd
Restrooms
Genoa Country Inn (Water)
Nixon Street (Food Court) (Water)
Restrooms / Wash Station
2-30yd
Genoa Town Park (Dinner Dance) (Water)
Gillmor-Coons Realty
Masonic Hall (Water)
Genoa Antiques
Genoa Bar (Water)
Mill Street
Restrooms
Giovacchini Lot (Arts & Crafts Vendors)
Trimmer Barn
Trimmer Outpost (Water)
Orchard House (Arts & Crafts Vendors) (Water)
1-20yd
Restrooms
Carson Street
Jack's Valley Rd
Main Street
Foothill Road
N
Kinsey Way
1-30yd
Mormon Station Park (Arts & Crafts Vendors) (Water)
Mormon Station Stockade (Arts & Crafts Vendors) (Water)
Restrooms / Wash Station
Kinsey Way
Genoa Lane
Country Store (Food) (Water)
Pink House (Food) (Water)
White House
Ranch 1
La Ferme
Restrooms / Wash Station
Genoa Town Office Festival Headquarters (Water)
Genoa Town Hall (Candy Sales) (Water)
Tieg Building Genoa Station Grill (Food) (Water)
Giovacchini Field (Apple Orchard)
estrooms
MAP KEY:
2-30yd Dumpsters: (Qty-Size)yd
Restrooms Portable Restrooms
(Water) Potable Water
Map Not to Scale


2024 Genoa Candy Dance – Town Overview Map
FIFTH ST
GLENDALE
POPLAR ST
Courthouse Museum (MUS)
East Fork Fire Protection District (EFFPD) Station #3
Country Inn (GCI)
MAIN STREET / JACKS VALLEY RD
Mormon Station State Park (MS)
RELIEF CT
Nixon Food Court (NXF)
Genoa Town Park Dinner Dance
Mason-Coons (MCF)
Country Store (GCS)
Pink House (PH)
White House (WH)
Trimmer Ranch (TR)
Cottonwood Cottage (CC)
GENOA LANE
Bar (GB)
Daniels
Town Hall (TH)
MILL ST
MAIN STREET
Giovacchini Lot (GL)
Trimmer Outpost (TO)
Giovacchini Field (GF) & (KD)
Orchard House (OH)
FOOTHILL ROAD
JUNCTION WAY
CANDY DANCE LN


GENOA
1919
CANDY DANCE
N
Fifth Street
Jack's Valley Rd
Courthouse
Museum
Multi Agency
Command Center
FIRST AID
Genoa Volunteer
Fire Department
Mormon Station State Historic Park
Genoa
House Inn
Town
Church
Genoa
Country Inn
Main Street
Nixon Street
Genoa Lane
Map Not to Scale

Genoa Candy Dance Arts & Crafts Faire – Parking Areas (Yellow and Red)



Yellow Parking Area

Calculations for approximate number of vehicles this parking can accomodate are as follows:

Total area of yellow parking area = 1,000,000 sq. ft. +/-
Less 30% for circulation = 300,000 sq. ft. +/-
Total available parking area = 700,000 sq. ft. +/-

Size of parking space is estimated to be 11' x 20' = 220 sq. ft.

Number of vehicle capable of parking in this area is equal to the total available area / area of one parking space:

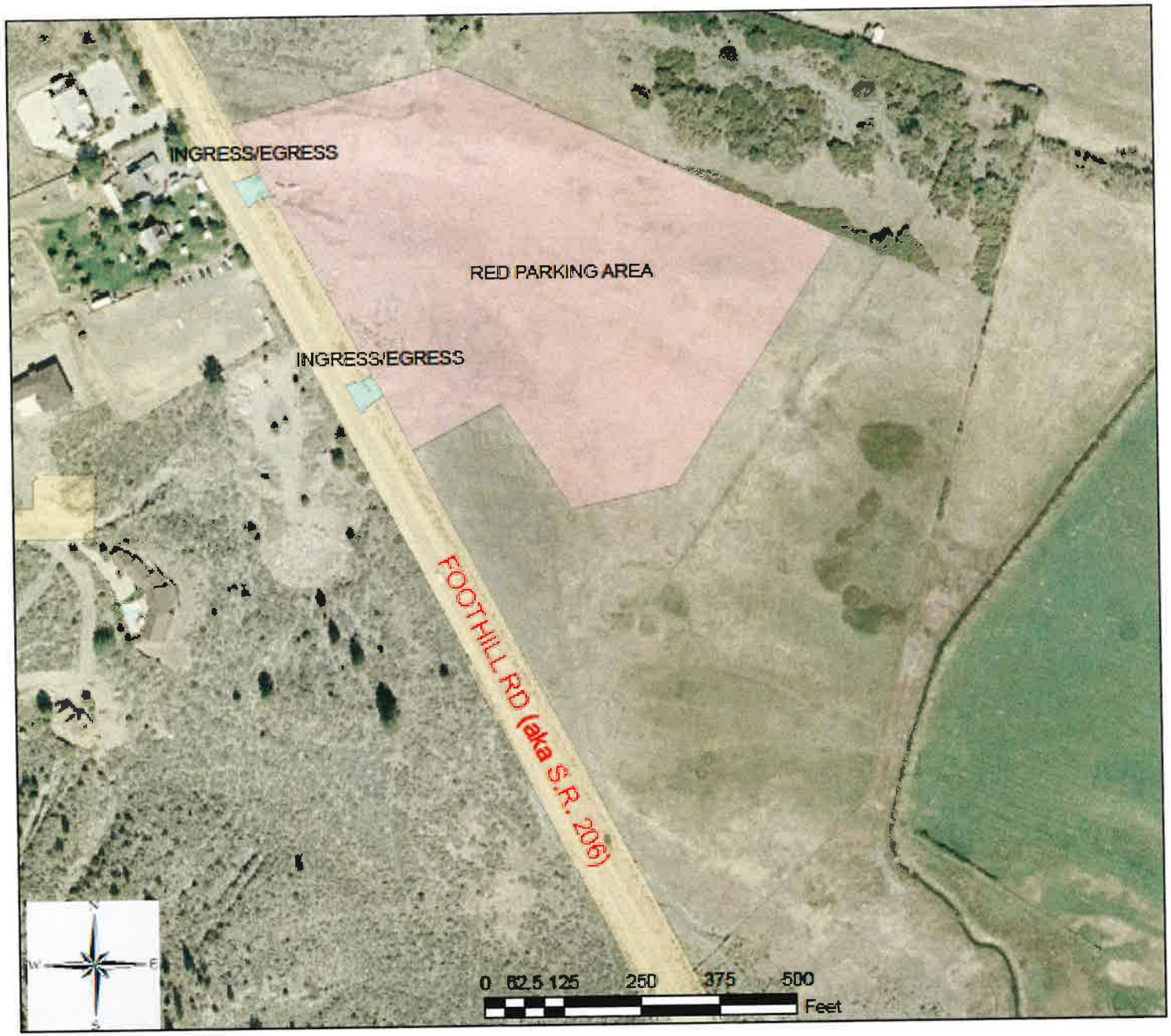
700,000 sq. ft. / 220 sq. ft = 3,181 +/- vehicles.

Ingress/Egress Easements are approximately 50' wide to allow for access of Emergency vehicles.

Legend

- INGRESS/EGRESS
- ROW
- YELLOW PARKING AREA

Genoa Candy Dance Arts & Crafts Faire – Parking Areas (Yellow and Red)



Red Parking Area

Calculations for approximate number of vehicles this parking can accomodate are as follows:

Total area of red parking area = 390,000 sq. ft. +/-
Less 30% for circulation = 117,000 sq. ft. +/-
Total available parking area = 273,000 sq. ft. +/-

Size of parking space is estimated to be 11' x 20' = 220 sq. ft.

Number of vehicle capable of parking in this area is equal to the total available area / area of one parking space:

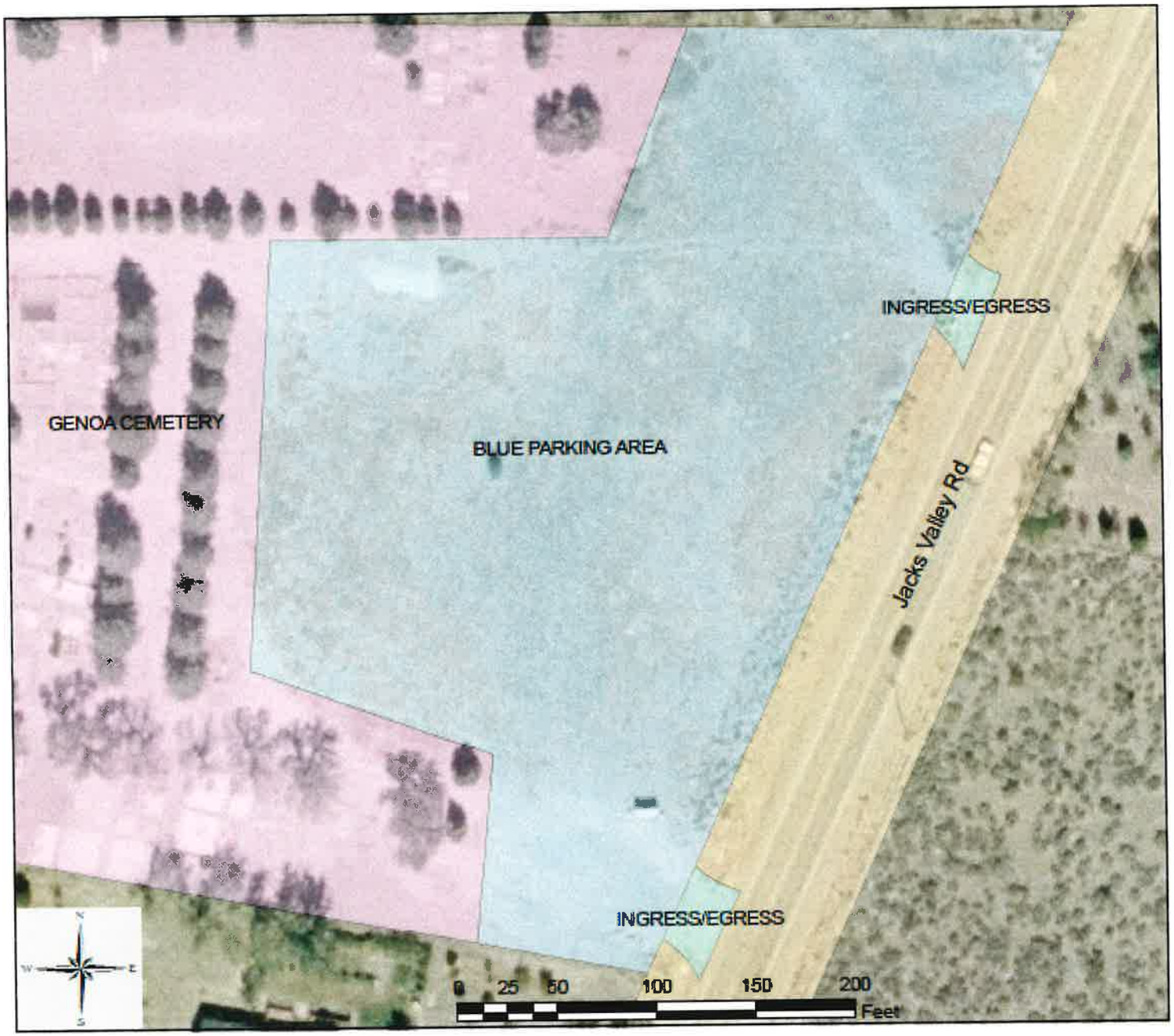
273,000 sq. ft. / 220 sq. ft = 1,240 +/- vehicles.

Ingress/Egress Easements are approximately 50' wide to allow for access of Emergency vehicles.

Legend

- INGRESS/EGRESS
- RED PARKING AREA
- ROW

Genoa Candy Dance Arts & Crafts Faire – Parking Areas (Yellow and Red)



Blue Parking Area

Calculations for approximate number of vehicles this parking can accomodate are as follows:

Total area of blue parking area = 108,000 sq. ft. +/-
Less 30% for circulation = 32,400 sq. ft. +/-
Total available parking area = 75,600 sq. ft. +/-

Size of parking space is estimated to be 11' x 20' = 220 sq. ft.

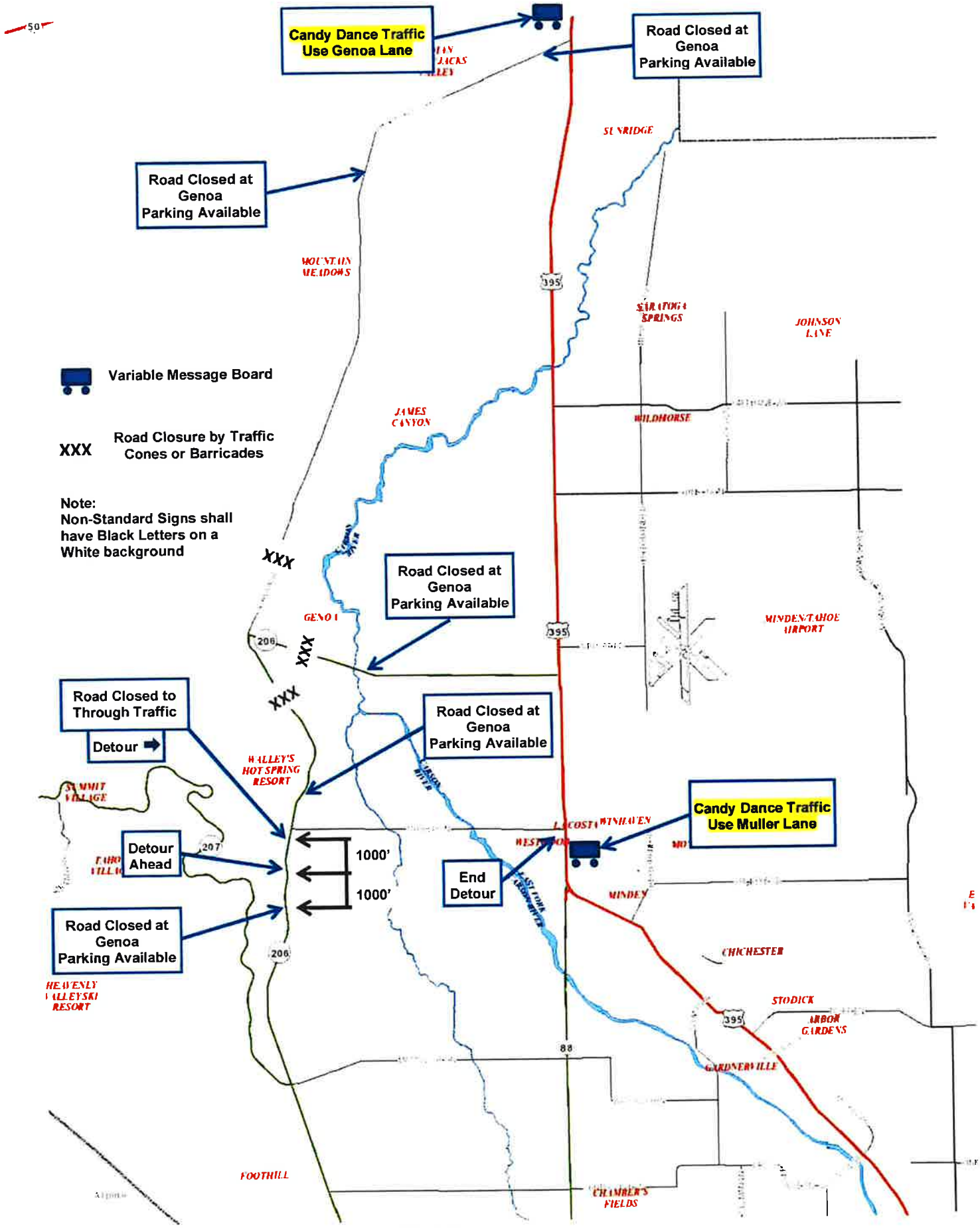
Number of vehicle capable of parking in this area is equal to the total available area / area of one parking space:

75,600 sq. ft. / 220 sq. ft = 340 +/- vehicles.

Ingress/Egress Easements are approximately 50' wide to allow for access of Emergency vehicles.

Legend

- BLUE PARKING AREA
- GENOA CEMETERY
- INGRESS/EGRESS
- ROW

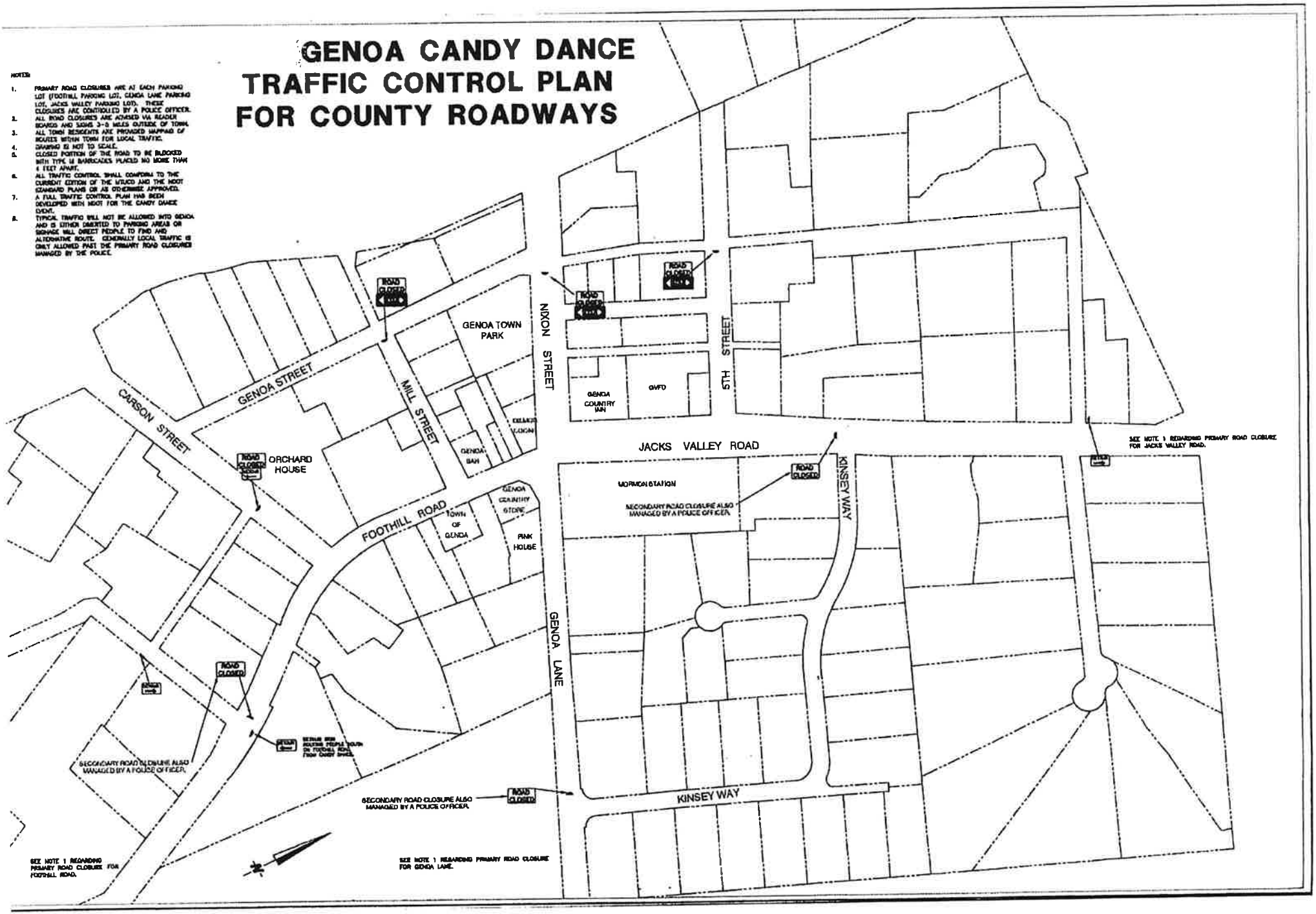


Traffic Control Signage Plan for Genoa Candy Dance

GENOA CANDY DANCE TRAFFIC CONTROL PLAN FOR COUNTY ROADWAYS

NOTES:

1. PRIMARY ROAD CLOSURES ARE AT EACH PARKING LOT (FOOTHILL PARKING LOT, GENOA LANE PARKING LOT, JACKS VALLEY PARKING LOT). THESE CLOSURES ARE CONTROLLED BY A POLICE OFFICER.
2. ALL ROAD CLOSURES ARE ADVISED VIA READER BOARDS AND SIGNS 3-5 MILES OUTSIDE OF TOWN.
3. ALL TOWN RESIDENTS ARE PROVIDED MAPPING OF ROUTES WITHIN TOWN FOR LOCAL TRAFFIC.
4. DRAWING IS NOT TO SCALE.
5. CLOSED PORTION OF THE ROAD TO BE BLOCKED WITH TYPE III BARRICADES PLACED NO MORE THAN 4 FEET APART.
6. ALL TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT EDITION OF THE MUTCD AND THE NDOT STANDARD PLANS OR AS OTHERWISE APPROVED.
7. A FULL TRAFFIC CONTROL PLAN HAS BEEN DEVELOPED WITH NDOT FOR THE CANDY DANCE EVENT.
8. TYPICAL TRAFFIC WILL NOT BE ALLOWED INTO GENOA AND IS EITHER DIVERTED TO PARKING AREAS OR SIGNAGE WILL DIRECT PEOPLE TO FIND AND ALTERNATIVE ROUTE. GENERALLY LOCAL TRAFFIC IS ONLY ALLOWED PAST THE PRIMARY ROAD CLOSURES MANAGED BY THE POLICE.



FESTIVAL PERMIT MAP

Genoa Candy Dance Event: Limited residential access during festival hours

Dinner & Dance 1919 GENOA Arts & Crafts Faire 1974
SINCE 1919
CANDY DANCE

Resident Access — South:
Foothill Road to Candy Dance Lane to Junction Alley to Carson Street to Genoa Street.
Genoa Street will be closed to "through traffic" at Nixon Street.

Resident Access — North:
Jacks Valley Road to First Street to Genoa Street.
Genoa Street will be closed to "through traffic" at Fifth Street.



Candy Dance Faire Zone
Closed to vehicular traffic from 7 a.m. to 7 p.m.

MAP is not to scale.

2024 GCD Public Health & Safety Plan (toilet facilities, trash & litter, illumination)

Vendor:	QuickSpace Nevada					Douglas Disposal	The Rental Guys			Ranch 1
Location	Restroom	Restroom-ADA	Hand Wash Station	Diaper Changing Station	Trash Cans	Dumpster	Generator	Light Tower	Light Stands	Hay Bales
Foothill Parking Lot	6	1			6	6Y				3
Genoa Lane Parking Lot	8	1			6	6Y		2		30
Mormon Station State Park	35	2	2	1	16		6 kw		5	0
Orchard House	6					30Y				6
North West Side, Fifth & Main	12	2			4					6
Genoa Park / Genoa St	6		1		12	30Y	20 kw		2	3
GV Fire Department	4		2		10	2-30Y				3
Genoa Church						30Y				3
Nixon Food Court	4				9		80 kw			4
Town Office - LaFerme	4									
Fifth Street, Cord Alley						30Y				3
Mill St @ Bar	2									
2285 Genoa St	6		1							6
Other Locations					51					
Totals:	93	6	6	1	114		3	2	7	67

Notes: QuickSpace Nevada

1) Attendant from 12pm to 4pm, Saturday and Sunday
2) Service units after 7pm on Saturday or before 7am Sunday
3) Trash Liners - 1500
4) For Genoa and Foothill Parking areas
   a) Four (4) restrooms and three (3) trash cans to be placed near U.S. Marines Tent
   b) Four (4) restrooms and three (3) trash cans to be placed near U.S. Marines Tent

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Comments:
1) Traffic control to be in compliance with M.U.T.C.D. NDOT standard drawings.
2) NDOT and/or their representatives reserve the right to make modifications to the traffic control in the fields as necessary.
3) All orange construction signs to be sheeted with type x fluorescent orange retro reflective sheeting, and all black/ white regulatory sign to be sheeted with high intensity retro reflective sheeting.
4) All construction signs, sign stands and traffic control devices to be compliant with NCHRP350 crash test standards.
5) Contractor to maintain 12' travel lanes at all times.
6) Project traffic control to be adjusted as necessary to coordinate with work in process by other contractors.

Nevada Barricade & Sign Co., Inc.
Safety First

975 Industrial Way
Sparks, NV 89431
Office: (775) 355-6755
Fax: (775) 335-6744

LEGEND

No Park and Cone Diagram



Spacing: 40'


SPECIAL EVENT AHEAD


RIGHT LANE CLOSED AHEAD
W20-5


RIGHT LANE MERGE SYMBOL
W4-2



DETOUR AHEAD
W20-2


NO LEFT
R3-2


NO PARK
R8-3


FLAGGER


ARROW BOARD



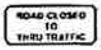
THRU TRAFFIC


42" CONES

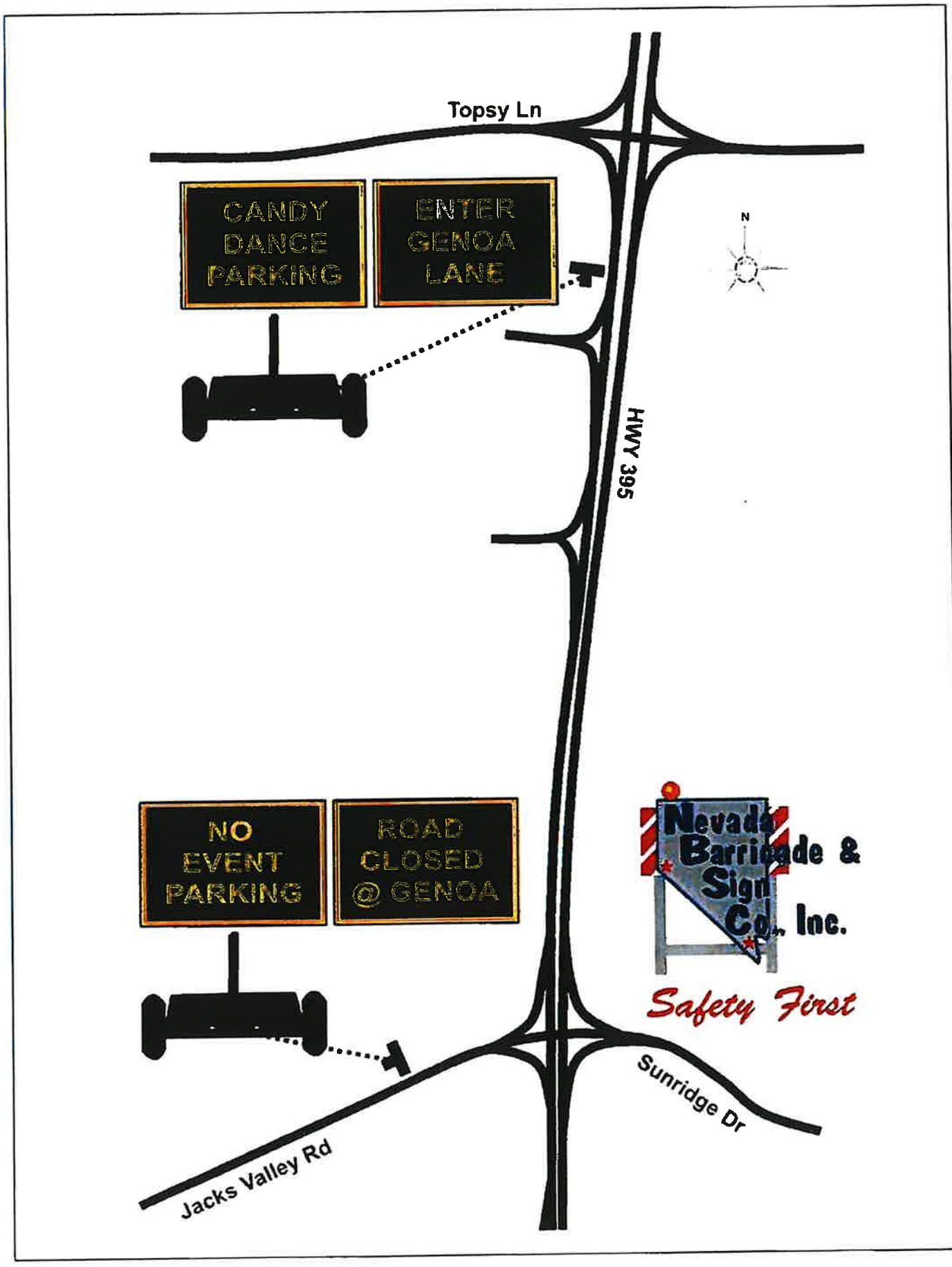


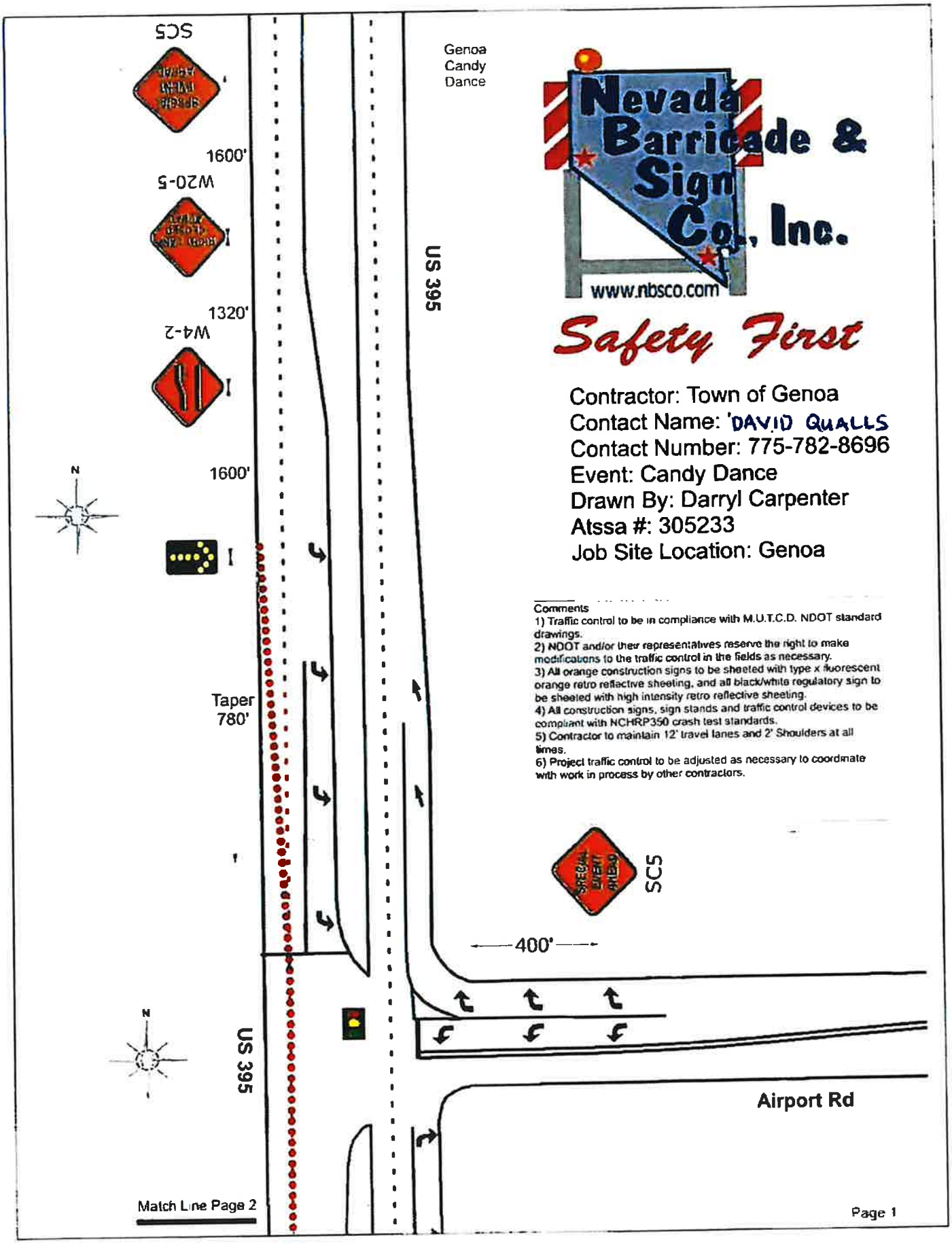
ROAD CLOSED DETOUR RIGHT
M4-10

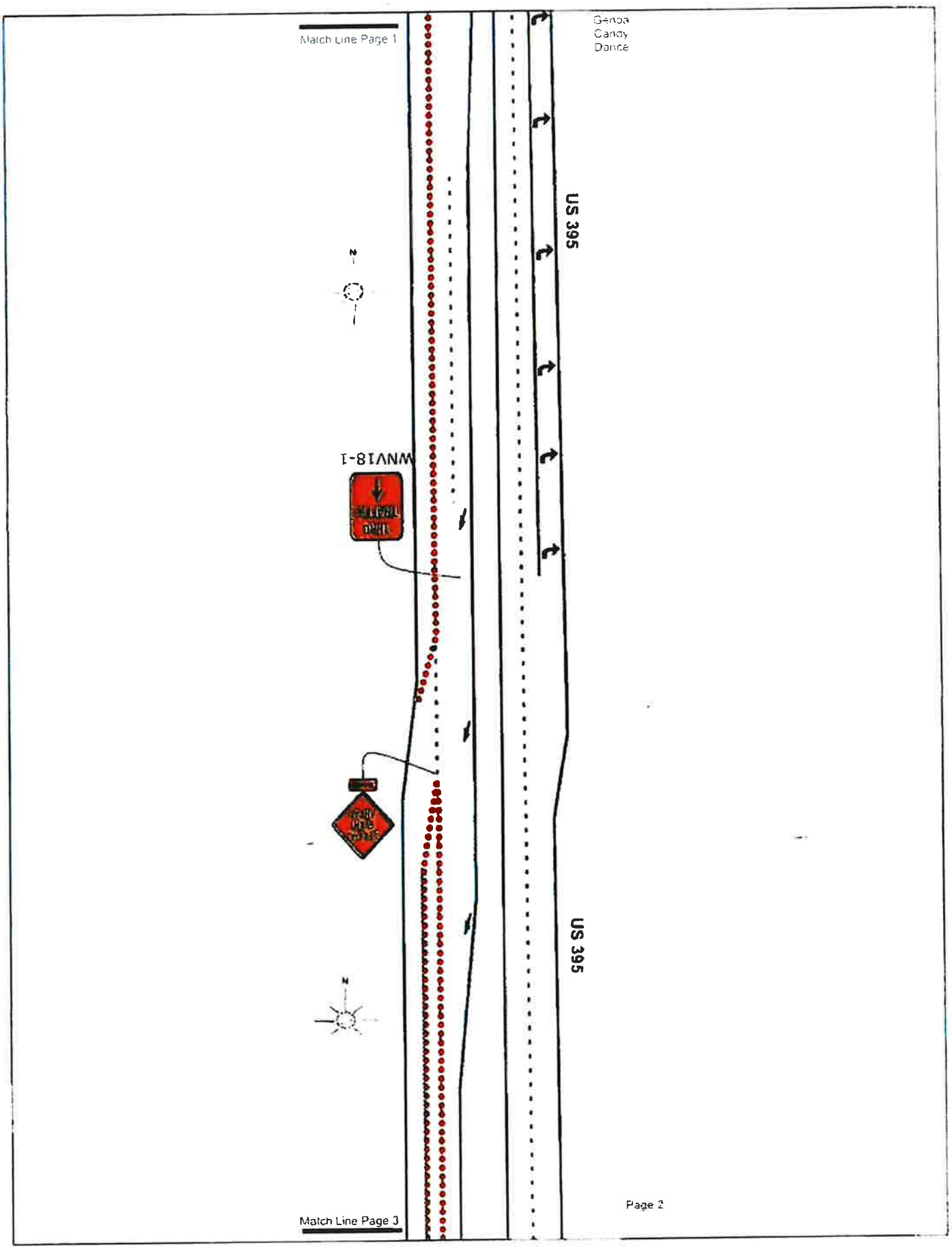

END DETOUR
M4-8a


ROAD CLOSED TO THRU TRAFFIC
R11-4

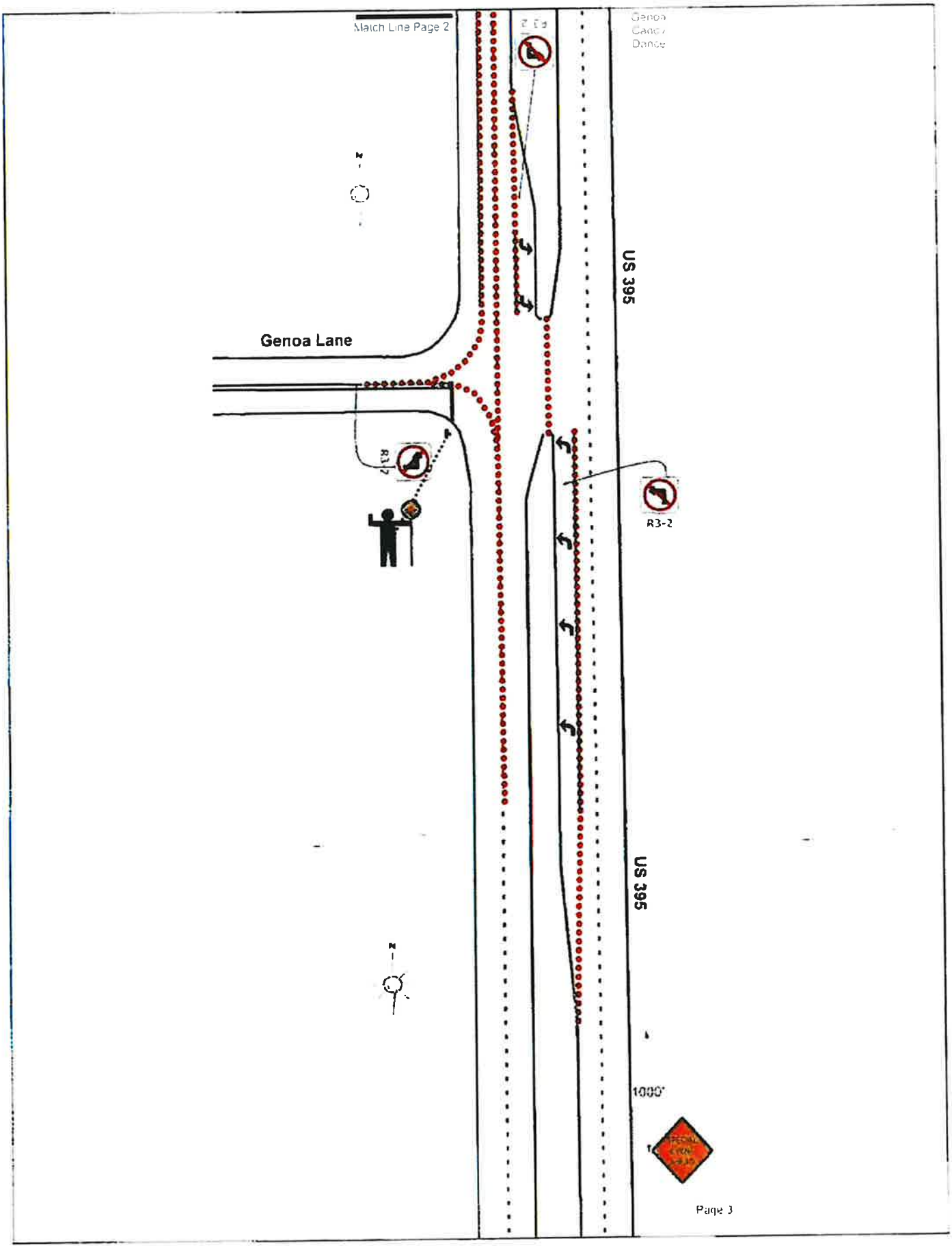
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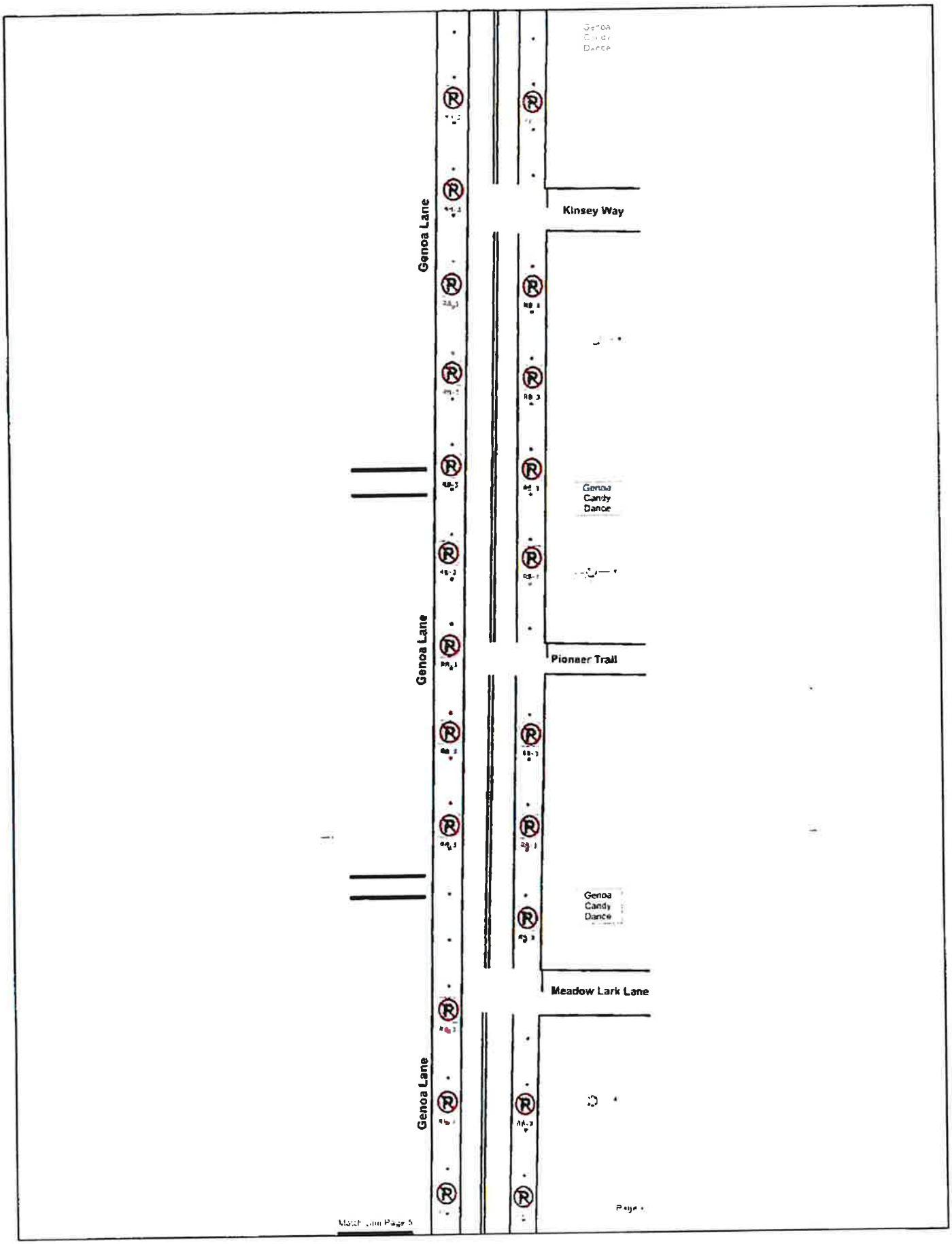

SC5
1600'
W20-5
1320'
W4-2
1600'
Taper
780'
US 395
US 395
Genoa
Candy
Dance
Nevada Barricade & Sign Co., Inc.
www.nbsco.com
Safety First
Contractor: Town of Genoa
Contact Name: DAVID QUALLS
Contact Number: 775-782-8696
Event: Candy Dance
Drawn By: Darryl Carpenter
Atssa #: 305233
Job Site Location: Genoa
Comments
1) Traffic control to be in compliance with M.U.T.C.D. NDOT standard drawings.
2) NDOT and/or their representatives reserve the right to make modifications to the traffic control in the fields as necessary.
3) All orange construction signs to be sheeted with type x fluorescent orange retro reflective sheeting, and all black/white regulatory sign to be sheeted with high intensity retro reflective sheeting.
4) All construction signs, sign stands and traffic control devices to be compliant with NCHRP350 crash test standards.
5) Contractor to maintain 12' travel lanes and 2' Shoulders at all times.
6) Project traffic control to be adjusted as necessary to coordinate with work in process by other contractors.
SC5
400'
Airport Rd
Match Line Page 2
Page 1

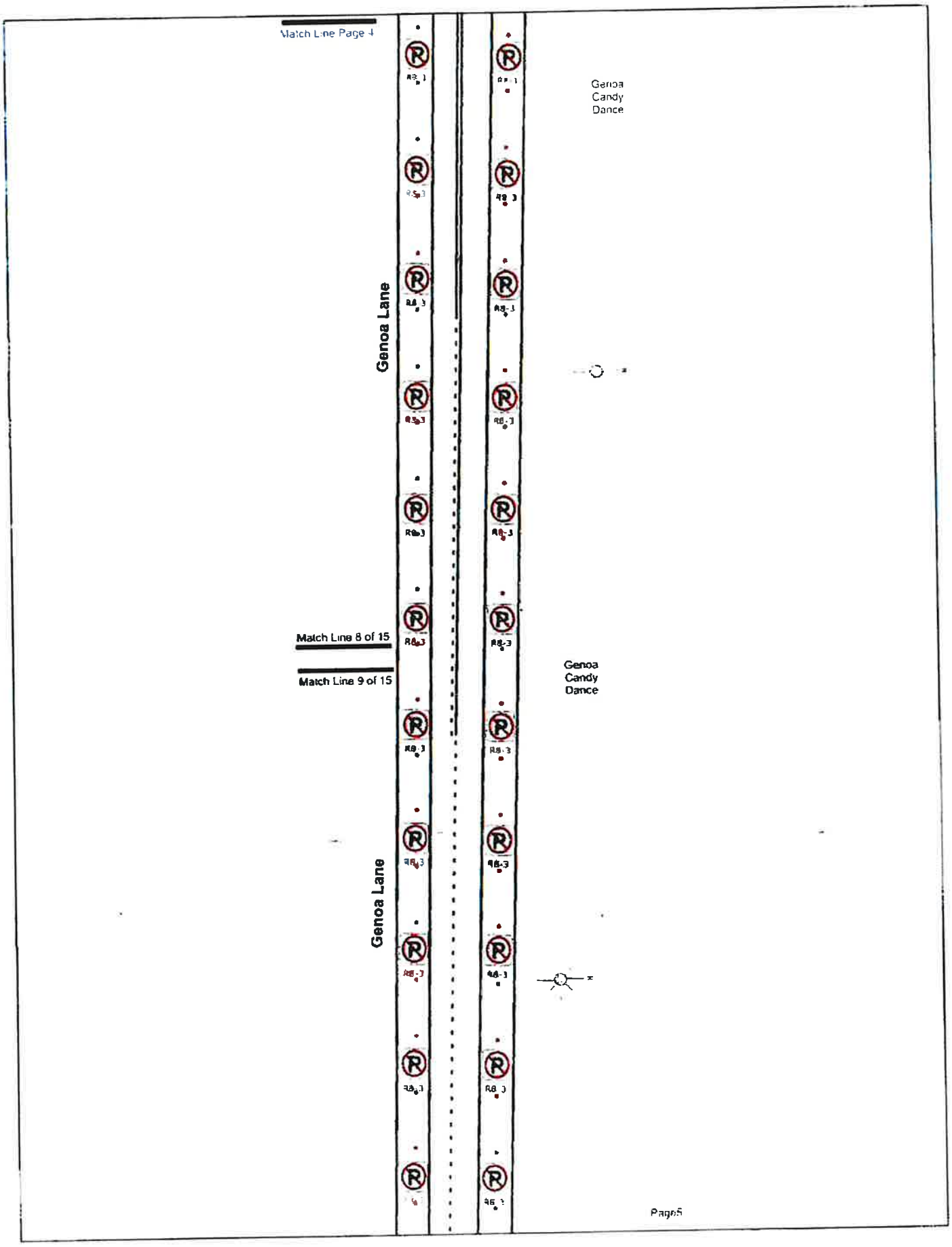

Match Line Page 1
Genoa
Candy
Dance
US 395
W1V18-1
US 395
Match Line Page 3
Page 2

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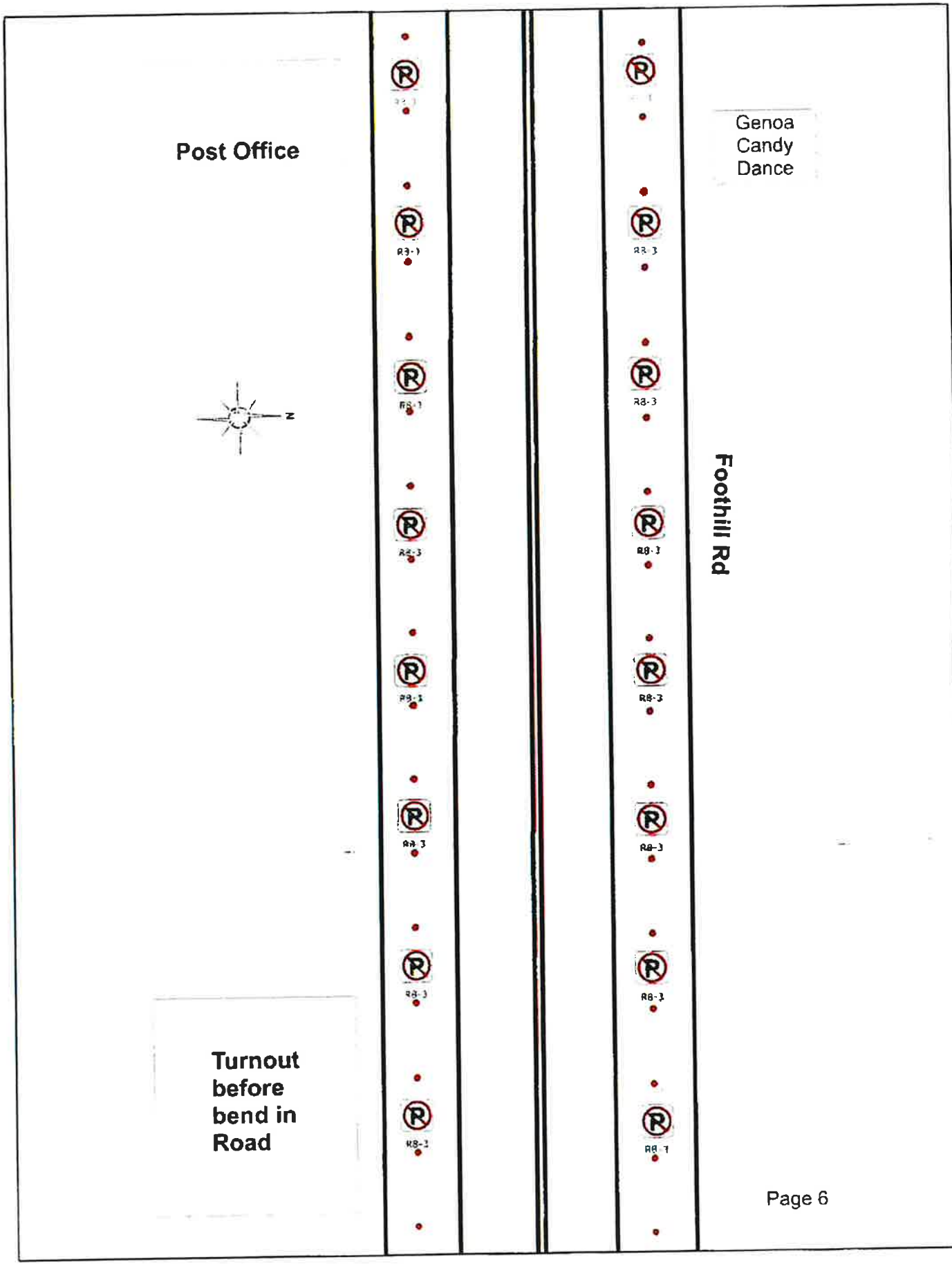


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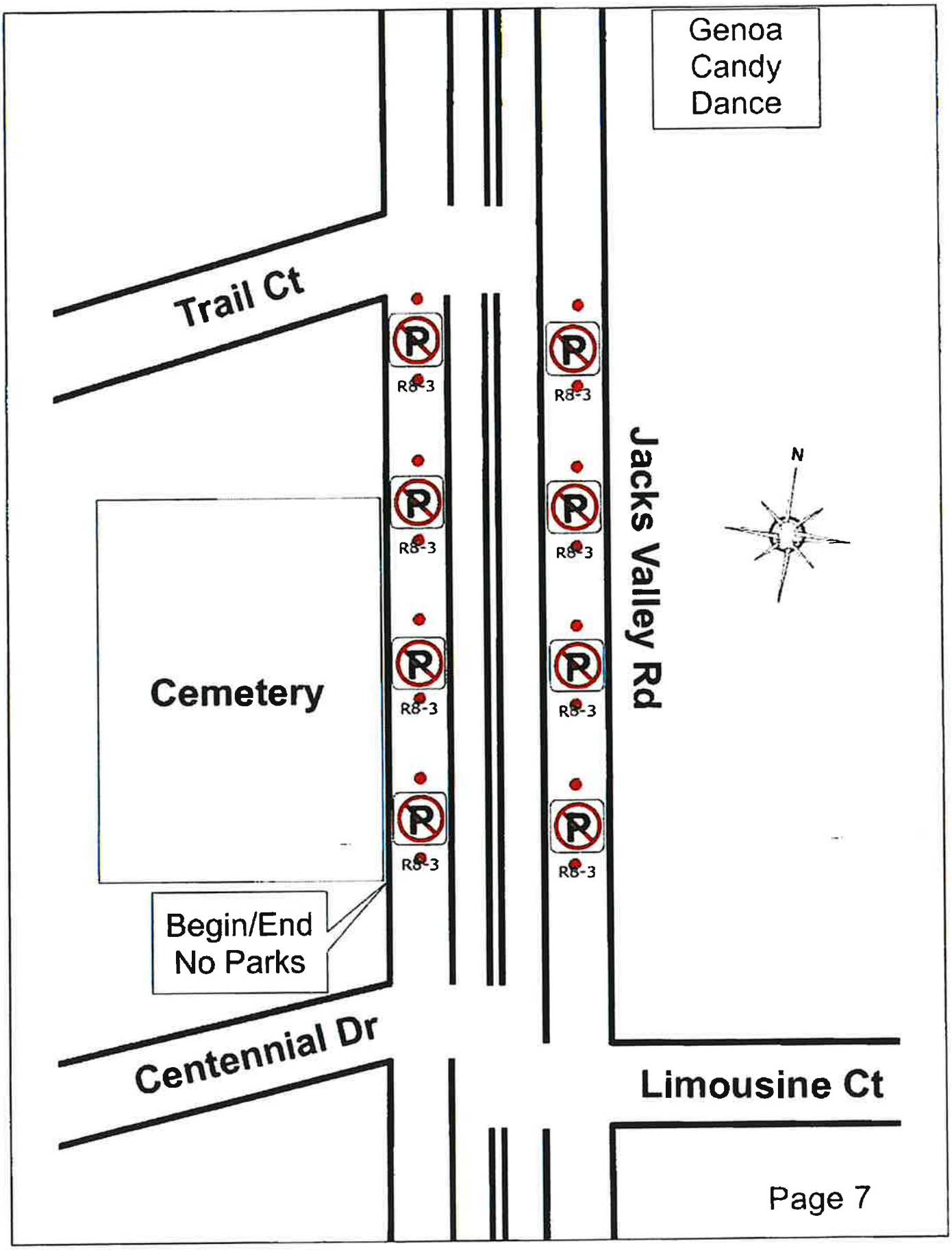



Match Line Page 4
Genoa Lane
Genoa Candy Dance
Match Line 8 of 15
Match Line 9 of 15
Genoa Candy Dance
Genoa Lane
Page5

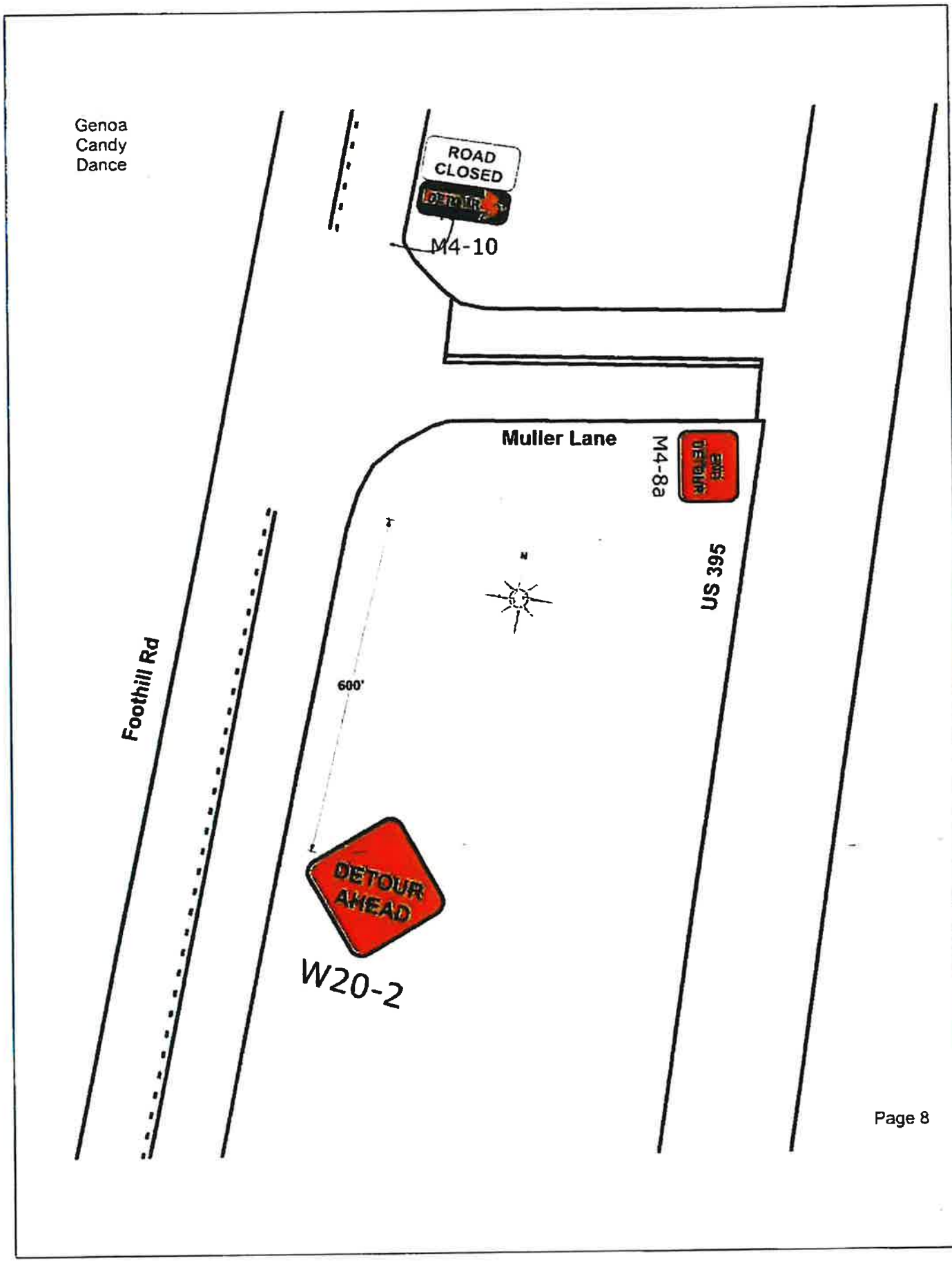
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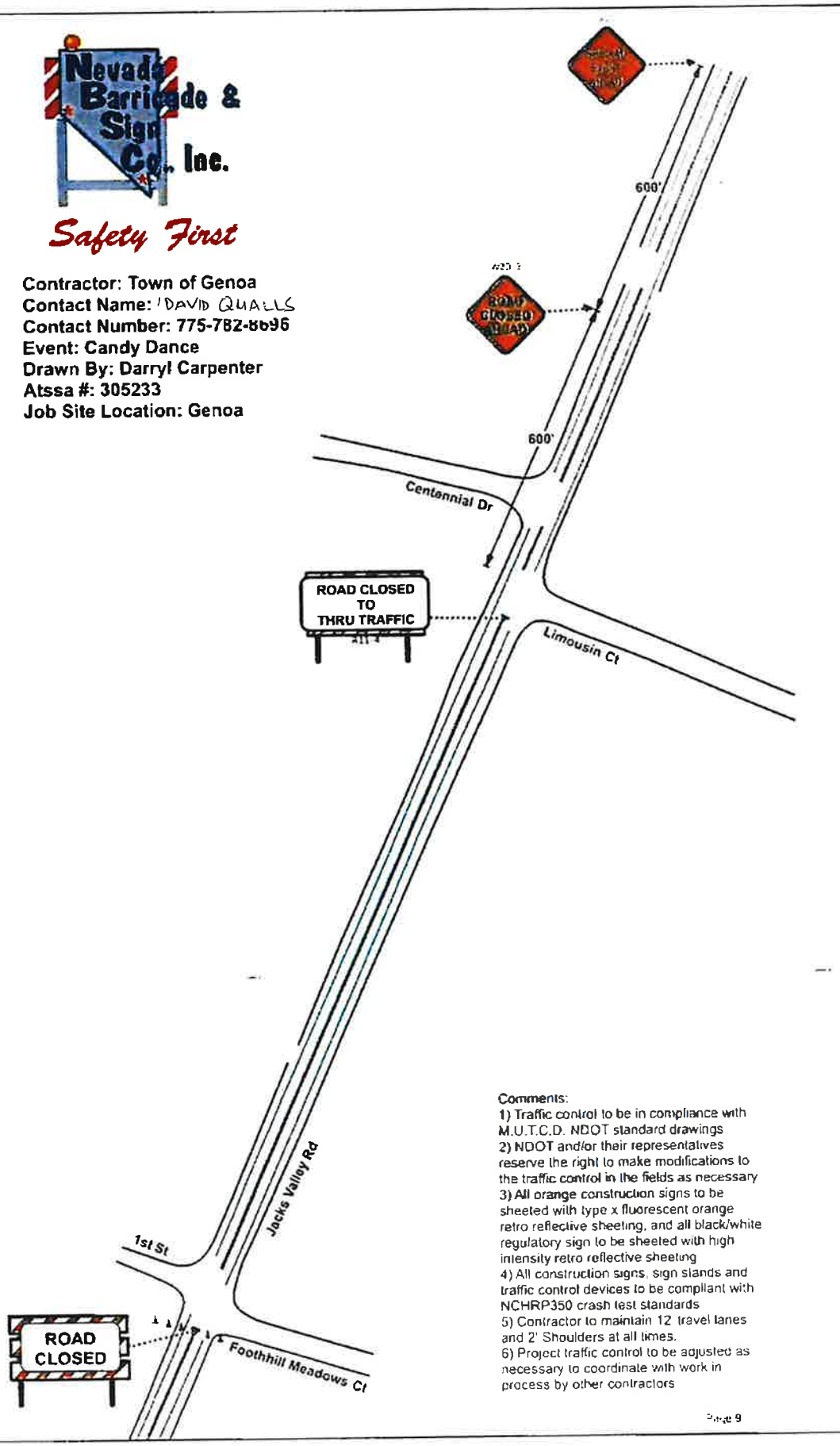
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Nevada Barricade & Sign Co., Inc.

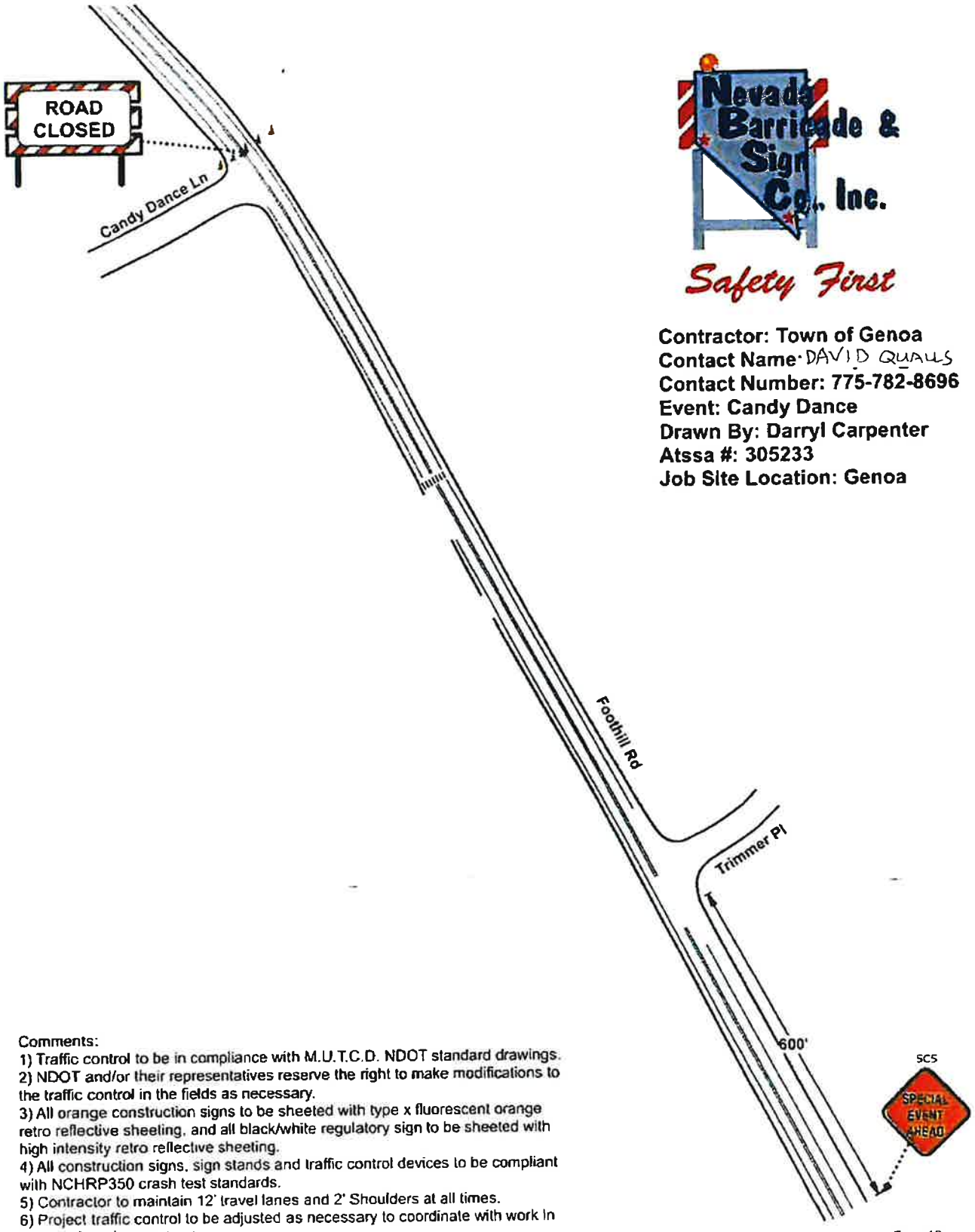
Safety First

Contractor: Town of Genoa
Contact Name: DAVID QUALLS
Contact Number: 775-782-8696
Event: Candy Dance
Drawn By: Darryl Carpenter
Atssa #: 305233
Job Site Location: Genoa



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Page 9



Nevada Barricade & Sign Co., Inc.

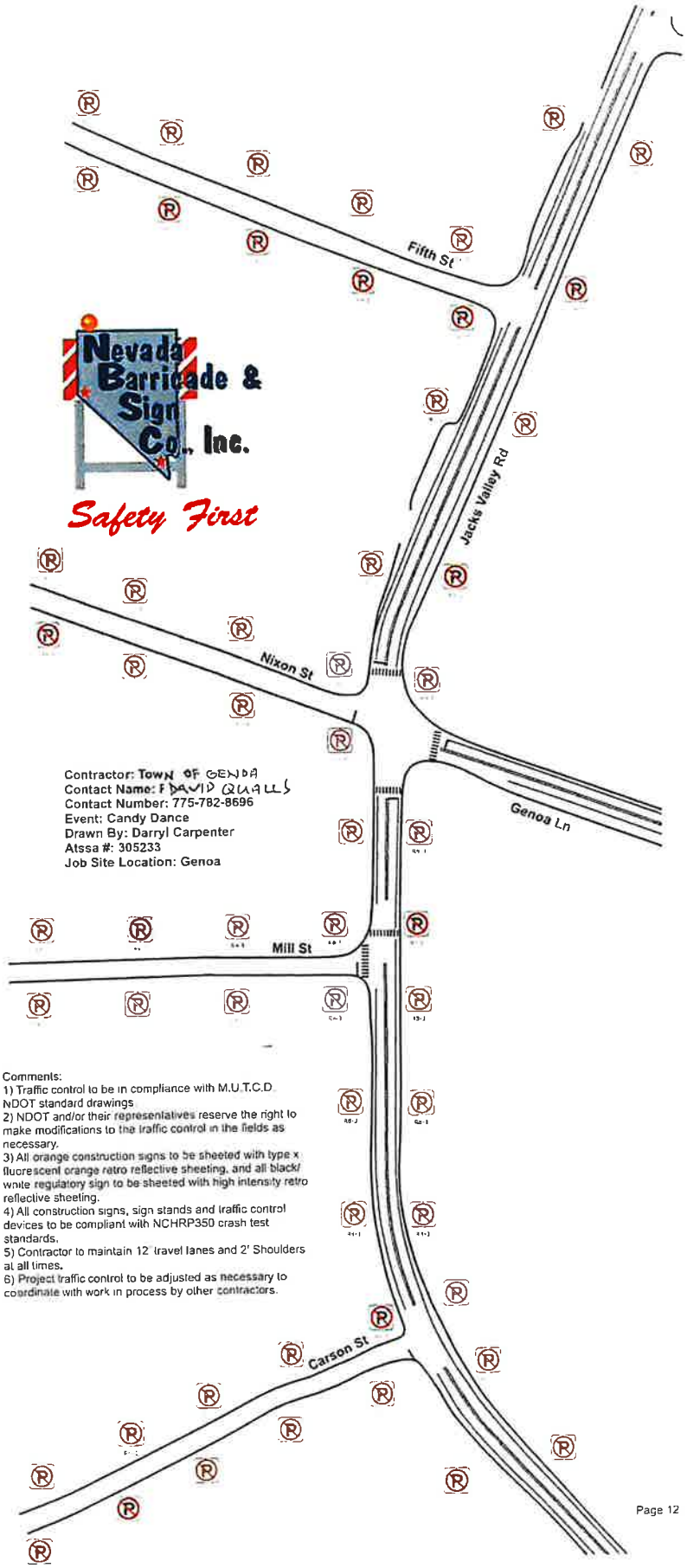
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Page 10

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1) Traffic control to be in compliance with M.U.T.C.D. NDOT standard drawings
2) NDOT and/or their representatives reserve the right to make modifications to the traffic control in the fields as necessary.
3) All orange construction signs to be sheeted with type x fluorescent orange retro reflective sheeting, and all black/ white regulatory sign to be sheeted with high intensity retro reflective sheeting.
4) All construction signs, sign stands and traffic control devices to be compliant with NCHRP350 crash test standards.
5) Contractor to maintain 12' travel lanes and 2' Shoulders at all times.
6) Project traffic control to be adjusted as necessary to coordinate with work in process by other contractors.

Clerk of the Board

For Board Use Only
Date: BM 6/23

Agency

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **29402**

		Legal Entity Name:	TOWN OF GENOA
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**TOWN OF GENOA**
Agency Code:	**704**	Address:	**BOX 14**
Appropriation Unit:	**4162-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**GENOA, NV 89411**
If "No" please explain:	Not Applicable	Contact/Phone:	7757828696
		Vendor No.:	T80853950
		NV Business ID:	GOVERNMENT ENTITY

To what State Fiscal Year(s) will the contract be charged? **2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	**100.00 % REVENUE**

2. Contract start date:
   a. Effective upon final approval? **No** or b. other effective date **09/25/2024**

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

RECEIVED
JUN 21 2024
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

3. Termination Date: **10/01/2024**
   Contract term: **6 days**
4. Type of contract: **Revenue Contract**
   Contract description: **Candy Dance 2024**
5. Purpose of contract:

   This is a new revenue contract to provide Genoa Candy Dance Arts & Crafts Fair at Mormon Station State Historic Park.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$4,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   Historic event that has taken place annually in Genoa since 1919

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   Special commercial use permit

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

   Not Applicable

   b. Soliciation Waiver: **Not Applicable**
   c. Why was this contractor chosen in preference to other?

   d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over $50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ethick1	06/17/2024 11:04:37 AM
Division Approval	ethick1	06/17/2024 11:04:39 AM
Department Approval	ethick1	06/17/2024 11:04:42 AM
Contract Manager Approval	ethick1	06/17/2024 11:04:45 AM
Budget Analyst Approval	Pending	

Joe Lombardo
Governor

JAMES A. SETTELMEYER
Director
Department of Conservation and
Natural Resources

Bob Mergell
Administrator
Nevada State Parks

STATE OF NEVADA

901 S. Stewart Street,
Suite 5005
Carson City, NV
89701-5248

Phone: (775) 684-2770
Fax: (775) 684-2777
stparks@parks.nv.gov
http:parks.nv.gov

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

RECEIVED
JUN 14 2024
NEVADA STATE PARKS

TO: Brad Larkin, Region Manager BS
Emily Larsen, Management Analyst
Jennifer Villanueva, Administrative Services Officer
Robert Mergell, Administrator
Nicole Ting, Deputy Attorney General

FROM: Jennifer Dawson, Park Supervisor JD

SUBJECT: Special Use Permit for 2024 Genoa Candy Dance Arts & Crafts Faire

Attached is a Special Use Permit for the 2024 Genoa Candy Dance Arts & Crafts Faire to be held September 28-29, 2024. The permit will be effective from Wednesday, September 25, 2024 through Tuesday, October 1, 2024 to allow for vendor set-up prior to the event, as well as clean up after the event. Mormon Station State Historic Park will be the site of approximately 160 vendor booths during the event, with additional booths located throughout the Town of Genoa. 2024 marks the 105th anniversary of the founding of the Genoa Candy Dance.

Revenue from this permit is $4,000. The Town of Genoa will also arrange and pay for all grass areas in Mormon Station State Historic Park to be professionally aerated following the event.

JD

STATE OF NEVADA
DIVISION OF STATE PARKS
SPECIAL/COMMERCIAL USE PERMIT
(LICENSE)

IN ACCORDANCE WITH NRS 232.070 and NRS 407.067, and in consideration of the provisions contained herein, the STATE OF NEVADA, DEPARTMENT OF CONSERVATION OF NATURAL RESOURCES, DIVISION OF STATE PARKS, hereinafter called STATE, does hereby grant this SPECIAL/COMMERCIAL USE PERMIT to Jody Brunz, Town Manager, Town of Genoa, PO Box 14, Genoa, NV 89411 hereinafter referred to as PERMITTEE. This permit authorizes the use of Mormon Station State Historic Park, more particularly described herein, subject to the conditions and provisions contained herein, for the purpose of the following commercial operations: 2024 Candy Dance Arts & Crafts Faire

1. INCORPORATED DOCUMENTS AND ASSENT

The parties agree that the Permittee's Operations Plan, which must be approved by State prior to issuance of this permit, shall specifically describe both the activity permitted and the area of the park in which the permitted use may occur. This permit incorporates the operations plan which shall not contradict or supersede any State law, rule, or policy.

ATTACHMENT A: OPERATIONS PLAN (Permit Application should be used when applicable)

The Division of State Parks grants this permit with the understanding that commercial use is defined as any type of business or activity which is carried on for a profit. **Permittee agrees that the terms and conditions listed on incorporated attachments to this permit are also specifically a part of this permit.**

2. TERMS AND CONDITIONS

A. Term of Permit

THIS PERMIT SHALL BE IN EFFECT FROM 7:00 am on the 25th day of September, 2024 to 5:00 pm on the 1st day of October, 2024.

B. Infringement of Rights of Others

PERMITTEE understands and agrees that the permitted operation shall not interfere with the normal use or enjoyment of the park, outside the area designated for use. Permittee, employees, agents or clients shall not interfere with the free public use of road, trails, beaches, and facilities and resources except as may be specifically authorized by special stipulation within this permit.

C. Non-Exclusive Authorization

This permit shall not be construed as limiting the right of State to issue similar permits at the request of all other persons seeking to conduct the same or similar commercial or non-commercial activities in the area designated for use by PERMITTEE.

D. Permit Limitations

Nothing in this permit allows or implies any possessory interests within any unit or area managed by the Nevada Division of State Parks nor does PERMITTEE have the right to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit.

PERMITTEE may not construct or set up any type of permanent structure in the park. Temporary structures may be erected only as specifically allowed by this permit. PERMITTEE is responsible for inspecting the activity area prior to use and insuring that it is suitable for their purpose. The PERMITTEE agrees to accept the area as is and to use the area at its own risk.

The PERMITTEE and all participants authorized herein must comply with all of the conditions of this permit and with all directions of the park supervisor or his representative. The PERMITTEE must have obtained all permits or licenses of State or local governments, as applicable, necessary to conduct the commercial activities specified above and must operate within all pertinent Federal, State, and local laws and regulations.

3. REVOCATION OF PERMIT

A. Revocation: This permit/license may be revoked by the State upon written notice to the permit holder at any time for violations of the terms and condition of this permit or to protect the safety of park visitors, or to protect the integrity of the park resources from overuse or mistreatment and also for any reason that is deemed to be in the best interest of the State and the park.

B. Revocation by misconduct: If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by PERMITTEE, or any agent or representative of PERMITTEE, to any officer or employee of the State of Nevada with a view toward securing this permit or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such this permit; or if it is found by the State that PERMITTEE has failed to disclose any material conflict of interest relative to the performance of this permit, then the permit will be revoked.

C. Winding Up Affairs Upon Revocation: In the event of revocation of this permit/license for any reason, the parties agree that the provisions of this paragraph survive termination:

1. The permittee shall account for and properly present to State all payments due the State by Permittee for the use of the Park's property in Permittee's commercial enterprise.

4. OBLIGATIONS AND RESPONSIBILITIES OF PERMITTEE

The parties agree that PERMITTEE will provide the services specified in the approved Permit Application (ADM-4a) at a cost of $4,000.00 per Event (state the exact cost or hourly, daily, or weekly rate) with the installments or payment due in total for the amount of $4,000.00. If a late payment is received more than 5 days past the due date a late fee of 10% will be due and PARK privileges will be revoked until payment has been received. If this happens more than three times in your permit period the permit will be revoked for either one year or you may not be approved for a new permit for one year. **Permittee will make arrangements and pay all costs associated with aerating the entire park after the Candy Dance event. Aerating must be completed before October 20, 2024.**

Damages - The PERMITTEE shall exercise diligence in protecting from damage the land, property, and resources of the State of Nevada in area covered by and used in connection with this permit and shall pay the STATE for any damage resulting from use by the PERMITTEE or by his/her agents and employees. At the discretion of the park supervisor, a performance bond may be required to guarantee PERMITTEE's compliance with permit conditions and reimbursement to the park for damages to resources and/or facilities, restoration, repair rehabilitation, and clean-up of the area as a result of PERMITTEE's activities.

Cost-Recovery - The PERMITTEE shall be responsible for costs directly incurred by the STATE.

Costs are recoverable when such costs would not have been incurred if the activity or event did not take place or in the judgment of the park supervisor are necessary for the safe completion of the activity or event. Any STATE personnel overtime either requested by the PERMITTEE or deemed necessary by STATE to administer, coordinate or control activities associated with the program(s) will be paid directly by the PERMITTEE. PERMITTEE will be billed for the overtime costs. Payment for such overtime shall be made to STATE at the classified rate, including benefits, at time and one-half.

5. INSURANCE REQUIREMENTS

PERMITTEE shall, at the PERMITTEE's sole expense, procure, maintain and keep in force for the duration of the permit the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the STATE, the required insurance shall be in effect prior to the effective date of the permit, and shall continue in force until the permit expires or is revoked. PERMITTEE's insurance policies shall apply on a primary basis. PERMITTEE shall provide the STATE with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the permit, an insurer or surety shall fail to comply with the requirements of this permit, as soon as PERMITTEE has knowledge of any such failure, PERMITTEE shall immediately notify the STATE and immediately replace such insurance or bond with an insurer meeting the requirements.

Commercial General Liability Insurance

1. Minimum Limits required:
   - $1,000,000 General Aggregate
   - $1,000,000 Products & Completed Operations Aggregate
   - $1,000,000 Personal and Advertising Injury
   - $1,000,000 Each Occurrence
2. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute certificate providing equivalent coverage); and shall cover liability arising from premises, operations, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured permit (including the tort liability of another assumed in a business permit).

Business Automobile Liability Insurance

1. Minimum Limit required: $N/A Each Occurrence for bodily injury and property damage.
2. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, it shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

1. Minimum Limit required: $N/A Each Claim
2. Retroactive date: Prior to commencement of the performance of the permit.
3. Discovery period: Three (3) years after termination date of the permit.
4. A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1. May be used to achieve the above minimum liability limits.
2. Shall be endorsed to STATE as "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: $N/A Per Loss for Employee Dishonesty. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees

of the vendor regardless of position or category.

Performance Security

Amount required: $N/A

1. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note, payable to the Nevada Division of State Parks.
2. The security shall be deposited with the permitting STATE agency prior to the start of any set up or business.
3. Upon revocation or termination of the permit the security and all interest earned, if any, shall be returned to the PERMITTEE.

A. General Requirements:

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by PERMITTEE, as defined in NRS 41.0307, STATE shall be named as additional insureds for all liability arising out of Permittee's commercial operation within the park.
   a. Required Language of the Endorsement - Said Endorsement shall contain the following language:
   "The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy."
2. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by PERMITTEE shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the STATE. Such approval shall not relieve PERMITTEE from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Risk Management Division.
5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to STATE that; without thirty (30) days prior written notice to the STATE of Nevada, c/o permitting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph.
6. Approved Insurer: Each insurance policy shall be:

a) Issued by insurance companies authorized to do business in the STATE of Nevada or eligible surplus lines insurers acceptable to the STATE and having agents in Nevada upon whom service of process may be made, and

b) Currently rated by A.M. Best as "A-VII" or better.

B. Evidence of Insurance:

Prior to the effective date of the permit, PERMITTEE must provide the following documents to the permitting STATE agency:

1. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the STATE to evidence the insurance policies and coverage required of PERMITTEE.
2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the STATE to evidence the endorsement of the STATE as an additional insured per General Requirements, Subsection A above.
3. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess

insurance policy may be required.

4. Review and Approval: Documents specified above must be submitted for review and approval by the STATE prior to the commencement of work by PERMITTEE. Neither approval by the STATE nor failure to disapprove the insurance furnished by PERMITTEE shall relieve PERMITTEE of PERMITTEE's full responsibility to provide the insurance required by this permit. Compliance with the insurance requirements of this permit shall not limit the liability of PERMITTEE, its employees, agents or representatives to the STATE, and the State's remedy under any provision of law shall be in addition to and not in lieu of any other remedy available to the STATE under this permit. The STATE reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the State permitting agency.

C. Indemnification

The PERMITTEE agrees to defend, protect, indemnify and hold harmless the STATE of Nevada, its officers, agents, and employees from and against any and all claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the permittee, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.

D. PERMITTEE's Use of Premises

1. Required Operations Plan - PERMITTEE will develop an operation plan for any program(s) sponsored by PERMITTEE for approval by STATE. Said plan will include a complete plan of operation, including but not limited to, promotional activities, staffing, services provided, estimated number of participants, number of times the park will be accessed, emergency provisions, and any other information as applicable. The plan will be submitted to PARKS with the request for the commercial use permit and shall be incorporated as part of this permit.
2. Compliance with State Laws and Regulations - PERMITTEE, his employees and his contract personnel shall at all times comply with all state laws and regulations, including the applicable PARK rules and regulations. If at any time the PERMITTEE has been warned or cited for misconduct in the park the State may revoke the permit, after two the permit will be revoked for one year.
3. Sanitation - PERMITTEE will maintain the park area allocated for commercial operations in a clean, safe, wholesome and sanitary condition, and shall remove any trash, garbage, or obstructions contributed by its operations and shall collect and deposit all garbage or debris at a location to be designated by STATE.

E. Promotional Materials

The PERMITTEE shall provide STATE copies of all advertising or publicity items relating to use of the park, printed or electronic, for the STATE'S review and approval prior to issuance. If the PERMITTEE prints or posts photos of illegal park activities the State may revoke the permit, after two the permit will be revoked for one year. No signs, memorandums, placards, or advertising material shall be inscribed, painted, or erected within the park without express consent from STATE.

F. Complaints

The PERMITTEE will respond to all written and verbal complaints regarding PERMITTEE activities, unless the park supervisor expressly agrees to respond. Any complaints regarding park operations will be directed to the park supervisor.

G. Lost and Found

The PERMITTEE shall turn all lost and found items over to STATE at the end of each program. These items will be logged and secured by STATE.

H. Annual Use Report

This report must be submitted by December 31st, 30 days after the end of season, or as otherwise requested by the park. The PERMITTEE shall provide an end of season report covering the previous year's operations that reflects the number of days the park was used pursuant to this permit and the number of clients served. Failure to provide this report or submitting inaccurate reports may be grounds for revocation or non-renewal of your permit.

6. OTHER REQUIREMENTS

The PERMITTEE shall:

1. **Provide at least twelve (12) portable toilets with two dual hand-washing stations. At least one of the toilets will be ADA accessible. Toilets must be delivered on Thursday, September 26, 2024, and removed by 5:00pm on Tuesday, October 1, 2024. Toilets will be regularly serviced and stocked by Candy Dance event staff.**
2. **Ensure vendor booths are set up with a minimum of a three (3) foot setback from the sidewalk, except in areas where the Park Supervisor has approved otherwise. Vendors shall not set up any merchandise outside their designated space.**
3. **Ensure NO MOTORIZED VEHICLES are driven in the park, with the exception of one golf cart used to retrieve trash. The Town and associated volunteers will ensure no quads, golf carts, or other motorized vehicles, are driven in the park for the duration of the permit period.**
4. **Provide two (2) 33-yard dumpsters for the duration of the permit. Dumpsters must be delivered before Friday, September 27, 2024.**
5. **Temporary wi-fi access points will be granted to the Town of Genoa for the duration of this event.**
6. **Provide at least fifteen (15) 33-gallon trash cans to be placed throughout Mormon Station State Historic Park. Trash cans must be available for use by vendors and visitors from vendor set up on Friday, September 27, through vendor take down on Sunday, September 29. These trash cans must be serviced regularly (cans emptied, and bags replaced) through Sunday evening at 9:00pm. Trash liners will be supplied by the Town of Genoa.**
7. **Ensure all precautions are taken to prevent damage to facilities, vegetation, irrigation systems, underground water, sewer, and other utility lines, hardscape, and all buildings at Mormon Station State Historic Park. Permittee shall be responsible for repair and/or replacement of any damage occurring at Mormon Station as a result of the event. All repairs or replacements will be completed no later than 14 days of the date it is discovered and reported to the Town of Genoa.**
8. **Ensure no more than three (3) electrical connections are used by vendors at Mormon Station State Historic Park. All electrical cords will be covered and monitored by Town staff or volunteers throughout the event for safety. Vendor costs associated with electrical connections will be paid to Mormon Station State Historic Park.**
9. **Ensure Nevada State Parks is granted vehicle access to Mormon Station Park Office/Ranger Station throughout the duration of the permit. At no time will Nevada State Parks staff be denied vehicle access to the park office.**

10. **Assign at least two (2) park hosts to assist vendors throughout the event. Park hosts will be on site beginning 7:00am, September 27, through 9:00pm on September 29. Park hosts will ensure vendors follow all park and event rules and will direct vendor load in and load out. Park hosts will be responsible to work with State Parks staff to ensure visitor safety, ensure trash is emptied regularly, electrical cords are covered, and any other issues. The Park Supervisor will have final approval of any exceptions made to park rules.**
11. **All railroad ties on the corner of Nixon and Main Streets will be removed by the Town of Genoa before Friday, September 27, and replaced on Monday, September 30, 2024.**
12. **A free speech area will be designated on the Campbell property measuring 20' x 40' x 55' x15' making an L shape around the park's storage shed. The area must be marked and included on the event map.**

7. STATE OBLIGATIONS AND RESPONSIBILITIES

A. Staff

STATE agrees to provide the regularly scheduled park staff responsible for routine maintenance, traffic control, and law enforcement.

B. Security Provided by STATE

The STATE has the authority for enforcement of rules, regulations and state laws inside the park. STATE law enforcement personnel may be stationed within the park.

C. State Parks Right of Ingress and Egress

STATE reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the STATE, and the right to do any or all work of any nature necessary for preservation, maintenance, and operation of the STATE operated facility.

D. Other PARKS responsibilities:

1. **State Parks will ensure at least one staff person will be on-site from 8:00am to 4:30pm on Friday, September 27. Staff will be on site from 8:00am to 7:00pm on Saturday, September 28, and from 8:00am through 9:00pm on Sunday, September 29.**
2. **State Parks may provide additional law enforcement staff on site throughout the event.**
3. **State Parks staff will work with vendor hosts to address issues, problem solve, and ensure visitor safety throughout the event.**

8. REPRESENTATIVES OF RESPECTIVE PARTIES

A. PERMITTEE Representatives

PERMITTEE shall have a person designated as the on-site representative for each program or activity until the use area has been secured each night. STATE reserves the right to approve such representative.

of the designated use area. He/She is charged with the day-to-day administration of this permit and is the PERMITTEE's contact with STATE regarding this permit.

9. ASSIGNMENTS

No transfer or assignment of any rights of PERMITTEE under this Permit may be made without the express written approval of STATE.

10. CHOICE OF LAW

Any and all disputes arising under this permit shall be resolved in accordance with the provisions of Nevada law.

11. MODIFICATIONS OF PERMIT

The STATE, at its sole discretion may modify or amend this permit upon demonstration by PERMITTEE of good cause, resource and visitor protection, park operations and administrative ability.

12. PERMIT UNDERSTANDING

This signed written permit embodies the scope of the permitted use of the park by PERMITTEE.

13. REQUIRED SIGNATURES

This permit is valid only when signed by the PERMITTEE and park officers as shown below.

CM Bruno	5.29.24	Town Manager
Permittee Signature	Date	Title
	5-31-24	Park Supervisor
Signature	Date	Title
	6/14/24	Regional Manager
Signature	Date	Title
ES	6/17/24	Management Analyst
Signature	Date	Title
	6-17-24	Administrator or Designee
Signature	Date	Title

Approved as to form by: Nicole N. Ting

Deputy Attorney General for Attorney General — On June 20, 2024 (Date)

Approved by Board of Examiners

for Amy Stephenson — On 6/23/24

Signature – Board of Examiners — (Date)

Nevada State Parks
Special/Commercial Use Permit Application

Instructions: Please type or print clearly. Complete the form below, incorporate all requested information and return it to the appropriate park. The application will be reviewed and a permit issued if approved.

1. ☒ New Application ☐ Renewal of Existing Permit

2. Name of Business or Organization: Town of Genoa

3. Your Name (person to contact): Jodi Bruno

4. Email address (optional): ebruno@douglasnv.us

5. Address: PO Box 14 Genoa, NV 89411 2289 Main Street Genoa NV

6. Phone No. (include area code): 775 782 3626

7. Fax No. (include area code): 775-782-2779

8. Applicant is: ☐ Sole Proprietor ☐ Partnership ☐ Individual ☒ Non-Profit Organization

9. Application is for (check all that apply): ☐ Commercial ☐ Organization Group ☐ Vending ☐ Individual ☒ Fundraiser ☐ Other:

10. Proposed park and location within the park where event/activity will take place: Mormon Station State Park

11. Proposed Date(s) for the event/activity: Beginning: 9-27-24 Ending: 9-29-24

12. Description of the event/activity and the estimated gross revenue (include hours of operation, the number of anticipated participants and spectators). The Candy Dance is a 2 day Arts + Crafts faire. Approx 170 vendors placed inside Mormon Station for 10-15k people each day. Hrs 7am-4pm Friday Saturday & 7am-3pm Sunday Est Gross Revenue 350k

13. Describe facilities including water and sanitation facilities you intend to provide or use within the part (*additional information may be attached with this form*): See attached festival plan

14. Have you had a PERMIT with State Parks before? ☒ Yes ☐ No
If yes, where?

15. Have you ever been denied or had a PERMIT revoked? ☐ Yes ☒ No
If yes, explain.

16. Are there any pending investigations against you? ☐ Yes ☒ No
If yes, explain.

17. Have you been convicted of violations regarding natural resources, cultural resources or any activity related to your proposed permit? ☐ Yes ☒ No
If yes, explain.

18. Do you have the necessary license(s) required for this event/activity? ☒ Yes ☐ No
If yes, please list: If no, explain.

19. Do you have a valid Nevada State Business License (LLC, Non-Title 7 Business, or Non-Profit)? **REQUIRED** - See back of Application ☐ Yes ☒ No
If yes, please provide a copy of license or the license number: If no, explain. Government Entity

20. Attach the following documents with this application: operations plan, maps and non-refundable $25.00 processing fee.

21. To receive a permit you must have a valid state business license and Acord Proof of Insurance with attached endoresment.All business names on license, insurance and permit must be the same.

22. Certification of Information: I CERTIFY the information in this application is true, complete and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions or stipulation that are required by the park when the permit is issued.

Jodi Bruno Town Manager — 04-18-24
(Signature of Applicant) (Date)

☒ Recommend ☐ Not Recommended — Jennifer Dunn - Park Supervisor Print
775-687-4319 — Park Supervisor Signature — 5-24-24 Date
Park Phone #

☑ Recommend ☐ Not Recommended — Regional Manager — 6/14/24 Date

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE FORMS ISSUED TO THE COVERED MEMBER

AGENT	DATE OF ISSUANCE
Nevada Risk Pooling, Inc. 201 S Roop St, Suite 102 Carson City, NV 89701	05/06/2024
COVERED MEMBER	**COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:**
Town of Genoa	Nevada Public Agency Insurance Pool 201 S. Roop St., Suite 102 Carson City, NV 89701-4790 A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY *CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY* PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	*NPAIP20232024*	*7/1/2023*	*7/1/2024*	*$1,000,000*
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section I.2 of POOL COVERAGE FORM:				

DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

Proof of Coverage

CERTIFICATE HOLDER	CANCELLATION:
The State of Nevada, the Division of State Parks, Department of Conservation and Natural Resources, its officers, employees, and agents 901 S. Stewart Street, Suite 5005 Carson City, NV 89701	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE FORMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS.

AUTHORIZED REPRESENTATIVE _____

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE FORMS ISSUED TO THE COVERED MEMBER

AGENT

Nevada Risk Pooling, Inc.
201 S Roop St, Suite
Carson City, NV 897

DATE OF ISSUANCE

03/25/2024

New updated INS. will be sent in July JD

COVERED MEMBER

Town of Genoa

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

Nevada Public Agency Insurance Pool
201 S. Roop St., Suite 102
Carson City, NV 89701-4790

A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

COVERAGES:

THIS IS TO CERTIFY THAT THE CO… FECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	NPAIP20232024	7/1/2023	7/1/2024	$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section I.2 of POOL COVERAGE FORM:				

DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

Proof of Coverage

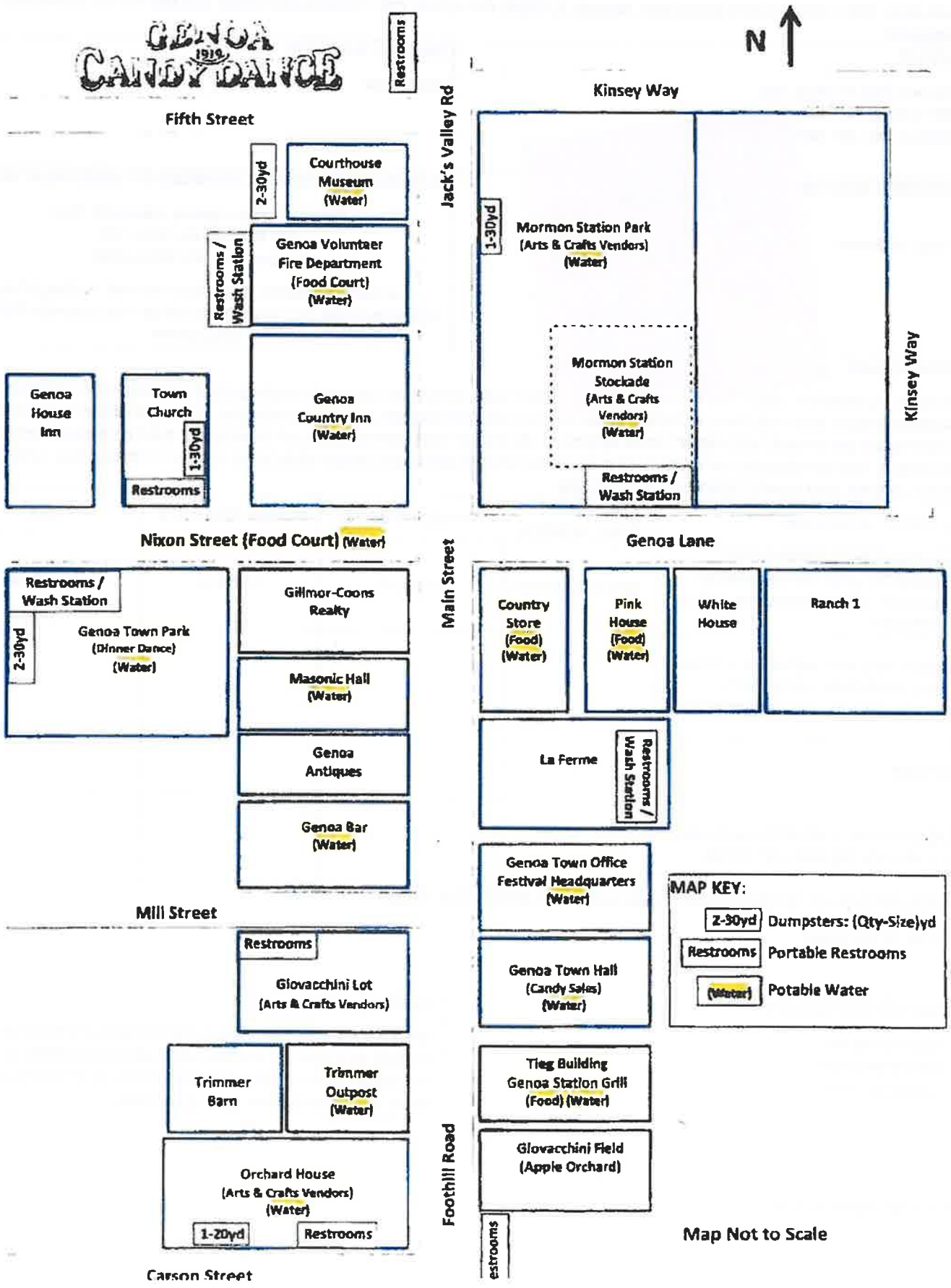
CERTIFICATE HOLDER

Town of Genoa
2289 Main Street
Genoa, NV 89411

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE FORMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS.

AUTHORIZED REPRESENTATIVE _____


GENOA
1919
CANDY DANCE
Restrooms
N
Fifth Street
Kinsey Way
Jack's Valley Rd
2-30yd
Courthouse Museum (Water)
Restrooms / Wash Station
Genoa Volunteer Fire Department (Food Court) (Water)
1-30yd
Mormon Station Park (Arts & Crafts Vendors) (Water)
Genoa House Inn
Town Church
1-30yd
Restrooms
Genoa Country Inn (Water)
Mormon Station Stockade (Arts & Crafts Vendors) (Water)
Restrooms / Wash Station
Kinsey Way
Nixon Street (Food Court) (Water)
Genoa Lane
Main Street
Restrooms / Wash Station
2-30yd
Genoa Town Park (Dinner Dance) (Water)
Gillmor-Coons Realty
Masonic Hall (Water)
Genoa Antiques
Genoa Bar (Water)
Country Store (Food) (Water)
Pink House (Food) (Water)
White House
Ranch 1
La Ferme
Restrooms / Wash Station
Genoa Town Office Festival Headquarters (Water)
Genoa Town Hall (Candy Sales) (Water)
MAP KEY:
2-30yd Dumpsters: (Qty-Size)yd
Restrooms Portable Restrooms
(Water) Potable Water
Mill Street
Restrooms
Giovacchini Lot (Arts & Crafts Vendors)
Trimmer Barn
Trimmer Outpost (Water)
Tieg Building Genoa Station Grill (Food) (Water)
Giovacchini Field (Apple Orchard)
Foothill Road
Orchard House (Arts & Crafts Vendors) (Water)
1-20yd
Restrooms
estrooms
Carson Street
Map Not to Scale

2024 Genoa Candy Dance – Town Overview Map



DocuSign Envelope ID: 1692019D-4D6F-4446-B668-573235F77721

TEMPORARY OCCUPANCY PERMIT

District 2 Permit No.: **T-130-24**
Applicant: **Town of Genoa**
Route: **US 395 & SR 206**
Milepost: **Various DO**
Type of Activity: **Road closure & Traffic Control – Event**
FOR DEPARTMENT USE ONLY

PERMIT FOR TEMPORARY OCCUPANCY OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the Provisions of NRS 408.423 and 408.210)

1. Location where the event and/or occupancy is proposed:

US 395 and SR 206	**Genoa**
Local name of highway	Street address or nearest cross street
Various	**Various**
between Milepost	and Milepost

2. Describe the event in detail, including the proposed route, the proposed date, and time of the event. Please attach plan sheets and/or drawings and traffic control plans for the proposed event.

Road closures and traffic control for the 2024 Genoa Candy Dance and Art Faire.

On SR 206 (Foothill Rd): Road closed between DO 11.5 - 12.0;

On US 395 southbound at Genoa Lane (DO 25.7 – 25.9): Special event signage, #2 lane closure with traffic barrels placed for turn lane and through lanes to direct event traffic onto and out of Genoa Lane; on northbound at Genoa Lane, "NO LEFT TURN' signage and left turn lane closed.

EVENT DATE(s): **September 28, 2024** To: **September 29, 2024, 7:00 AM to 7:00 PM**

3. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Town of Genoa	**Jody Brunz, Genoa Town Manager**
*Name of **PERMITTEE***	*Name and Title (Please print)*
2289 Main Street, PO Box 14	Jody Brunz 05/17/2024
Address	***Signature*** 1C313571F448...
Genoa, NV 89411	**775-782-8696**
City, State, Zip	*Telephone*
05/15/24	**ebrunz@douglasnv.us**
Date of Application	*Email*
Permittee Representative	*Permittee Representative Email*

4. This temporary permit is valid for **ONE YEAR** from date of issuance or expires upon completion of the event.

5. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand.
THE EVENT SHALL BE SUSPENDED IF THIS PERMIT IS NOT LOCATED ON SITE.

6. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.

7. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA,** unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

*** SEE ADDITIONAL TERMS AND CONDITIONS STARTING ON PAGE 3. ***

Prepared By: DS KM Initial Inspector: DS SC Initial Supervisor: DS EJW Initial

Reviewed By: DocuSigned by: Jeffrey Freeman EEF9C66ADD034C7... District 2 Engineering Services Manager 05/17/2024 Date

This temporary Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and subject to the terms and conditions stipulated to perform the activity described.

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

Approved By: DocuSigned by: Andrew Lawrence Director or District Engineer 05/17/2024 Date

NDOT District 2 Permit Office
310 Galletti Way, Sparks, NV 89431
v 01/17/2024

DocuSign Envelope ID: 1692019D-4D6F-4448-B668-573235F77721

ADDITIONAL TERMS AND CONDITIONS

8. Unless specified in Condition 2, this permit does not grant approval for any other event within the NDOT right-of-way.

9. PERMITTEE shall contact the Permit Office a minimum of five (5) days prior to the anticipated date of event. Contact the District 2 Permit Office, by email at d2permitinspection@dot.nv.gov or by phone at 775-834-8330, option 2.

10. The hours of event shall be from 7:00 AM to 7:00 PM, September 28, 2024 through September 29, 2024. Any change in work hours must receive prior written approval from NDOT. To obtain approval, submit a formal written request to the District 2 Permit Office. The request letter shall be addressed to the District Engineer, signed by the PERMITTEE, and submitted at least five (5) working days prior to the day you wish to work adjusted hours.

11. No event shall be allowed in the NDOT right-of-way from 5:00 AM the working day before a holiday through 7:00 PM the working day after a holiday, unless prior written approval has been given by NDOT. To obtain approval, submit a formal written request to the District 2 Permit Office. The request letter shall be addressed to the District Engineer, signed by the PERMITTEE and submitted at least five (5) working days prior to the day requested.

    NDOT recognized holidays are as follows:
    - January 1, New Year's Day
    - Third Monday in January, Martin Luther King Day
    - Third Monday in February, President's Day
    - Last Monday in May, Memorial Day
    - June 19, Juneteenth National Independence Day
    - July 4, Independence Day
    - First Monday in September, Labor Day
    - Last Friday in October, Nevada Day
    - November 11, Veteran's Day
    - Fourth Thursday in November, Thanksgiving Day
    - Fourth Friday in November, Family Day
    - December 25, Christmas Day

12. No event shall be allowed the working day before, during, and the working day after scheduled special events. It is the PERMITTEE's responsibility to become aware of local or special events scheduled in the area of event.

PERMITTEE INITIAL DS JB

DocuSign Envelope ID: 1692019D-4D6F-4448-B668-573235F77721

TRAFFIC CONTROL

13. Traffic control shall be set up as shown on the attached plans, unless otherwise noted herein or directed by the District 2 Permit Inspector. Any deviation from the attached plans will require prior approval from the District 2 Permit Office.

14. All persons working in the NDOT right-of-way shall wear OSHA approved reflective clothes, not limited to hats and vests. All vehicles occupying the public Right-of-Way shall be equipped with reflective markings and an overhead strobe light.

15. A detour around the road closure, for the through traffic, shall be in place prior to the roadway being blocked for the permitted special event.

16. All closures on a State or US Route must be supported by uniformed law enforcement officers.

17. The work of setting up and tearing down traffic control devices, as required, shall be completed each day, within the hours specified on the permit and/or on the approved traffic control plan. All traffic control devices shall be completely removed from the roadway and sidewalk at the end of the permitted activity period.

18. PERMITTEE shall only use legalized interstate exits as turnarounds. PERMITTEE shall not use emergency vehicle turnarounds or highway center medians as a means of travel or use for U-turns. Any incident arising from activities pertaining to the permitted access will be considered as willful misconduct and result in revocation of access.

19. Per MUTCD PERMITTEE shall ensure the buffer space be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped traffic.

20. All traffic control shall conform to the current *Manual on Uniform Traffic Control Devices*, "Chapter 6," and *The Nevada Department of Transportation Standard Plans for Bridge and Road Construction,* 2022 Edition.

21. Regardless of traffic control operations, do not stop public traffic for more than a 20-minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay). Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised event plan which addresses the delay problem. Upon approval of the plan the event operations may resume.

22. All Category 1 & 2 Traffic Control Devices used on NDOT maintained roadways must be National Cooperative Highway Research Program *Report 350* compliant. The PERMITTEE and/or the contractor shall have the manufacturer's certificates of compliance available upon request.

PERMITTEE INITIAL DS JB

DocuSign Envelope ID: 169201 9D-4D6F-4446-B666-573235F77721

SITE MAINTENANCE

23. PERMITTEE shall be responsible for maintaining the integrity of the roadway surface. Dust, dirt, mud, gravel, etc. carried onto the roadway surface shall be removed on a regular basis (at least once a day or as requested by NDOT personnel). Failure to comply may result in NDOT having the roadway cleaned and the cost for the clean-up billed to the PERMITTEE.

24. PERMITTEE shall not disturb signs, object markers, milepost panels, marker posts and guideposts.

25. PERMITTEE shall re-install signs, object markers, milepost panels, marker posts and guideposts disturbed during event by the end of the working day.

26. The NDOT right-of-way shall be returned to the original condition. Road travel way shall remain clean and free of debris at all times. Removal of trash and debris will be the responsibility of the PERMITTEE.

27. PERMITTEE shall not use the NDOT right-of-way for parking or staging. All activities shall be accomplished outside of the NDOT right-of-way.

EMERGENCY

28. During business hours, emergency work on permitted facilities must be authorized by the District 2 Permit Inspector.

29. During non-business hours, notify the NDOT District 2 Utilities 24/7 Hotline of any emergency at (775) 834-8488. Provide the District 2 Road Operations Center the following information:

- PERMITTEE's contact information for the emergency. District 2 Road Operations Center may need to call back to follow up.
- Temporary occupancy permit number
- Location of the emergency
- Description of emergency
- Description of the traffic impact (shoulder closure, lane closure, etc.)
- Give an estimated time duration to mitigate the incident.

30. After an emergency event, the PERMITTEE shall follow up with the District 2 Permit Office and submit a new Temporary Occupancy Permit application summarizing the emergency event. Contact your District 2 Permit Inspector for any questions and comments.

PERMITTEE INITIAL DS JB

District Tracking No. _____

TEMPORARY
Application

APPLICATION FOR TEMPORARY OCCUPANCY OF
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the Provisions of NRS 408.423 and 408.210)

1. Location where the event and/or occupancy is proposed:

Hwy 395 & SR 206 in Town of Genoa / Carson Valley
Local name of highway — Street address or nearest cross street

between Milepost _____ and Milepost _____

2. Describe the event in detail, including the number of participants, the proposed route, the proposed date and time of the event. Please attach plans and/or drawings of the proposed route.

2024 Genoa Candy Dance Arts & Craft Faire
*Estimated 15,000 to 20,000 guests per day over the 2-day event
*Arts and Craft Faire is from 9:00 a.m. to 5:00 p.m. on 09/28/2024 and 09/29/2024
*A Saturday Dinner-Dance takes place from 4:00 p.m. to 10:00 p.m. on 09/28/2024 with an estimated attendance of 500 guests
We are requesting permission to implement the attached traffic control plan on Hwy 395 & SR206 from 7:00 a.m. Saturday, September 28, 2024 through 7:00 p.m. on Sunday, September 29, 2024. The temporary road closures on SR206 (Genoa Lane near Kinsey Way), SR206 (Foothill Road near US Post Office) and Jacks Valley Road (near Genoa Cemetery) will be in effect from 7:00 a.m. to 7:00 p.m. only on both the Saturday and Sunday.
Traffic Control Plans for Hwy 395 & SR 206 are attached.

EVENT DATE(s):

September 28, 2024 and September 29, 2024

3. THE APPLICATION SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Town of Genoa	Jody Brunz, Genoa Town Manager
*Name of **PERMITTEE***	*Name and Title (Please print)*
2289 Main Street, P.O. Box 14	Jody Brunz
Address	*Signature*
Genoa, NV. 89411	775-782-8696
City, State, Zip	*Telephone*
04/18/2024	ebrunz@douglasnv.us
Date of Application	*Email*
Jody Brunz	ebrunz@doulgasnv.us
Permit Representative Name	*Permit Representative Email*

Internal Use Only:
Date Received by District

District Tracking No. _____

ADDITIONAL TERMS AND CONDITIONS

1. The application shall be signed by **PERMITTEE** on Page 1 and returned to the district office. The application shall not be valid until the **SIGNED** original application has been received by the district office.

2. This temporary permit expires upon completion of the event.

3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. **THE EVENT SHALL BE SUSPENDED IF THE PERMIT IS NOT AT THE SITE AS PROVIDED.**

4. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.

5. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA,** unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

6 This application must have the following signatures of approval before being processed by the district office.

Nevada Highway Patrol

By: 3776

Date: 04-24-2024

Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):

N/A

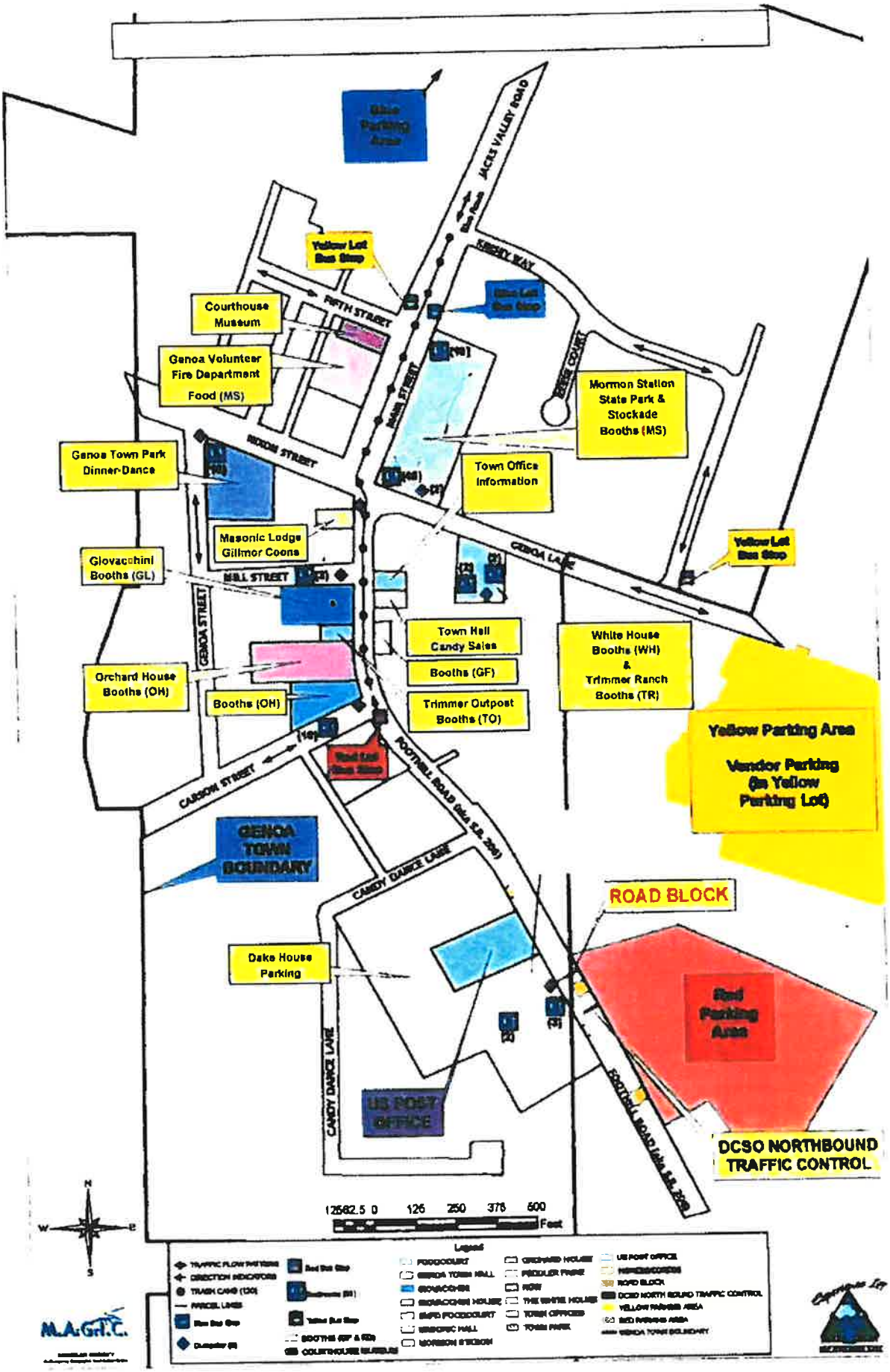
County Sheriff or City Police

By: [signature] #4253

Date: 04-18-24

Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):

N/A


Courthouse Museum
Genoa Volunteer Fire Department Food (MS)
Genoa Town Park Dinner-Dance
Masonic Lodge Gillmor Coons
Giovacchini Booths (GL)
Orchard House Booths (OH)
Booths (OH)
Town Hall Candy Sales
Booths (GF)
Trimmer Outpost Booths (TO)
Mormon Station State Park & Stockade Booths (MS)
Town Office Information
White House Booths (WH) & Trimmer Ranch Booths (TR)
Yellow Parking Area
Vendor Parking (in Yellow Parking Lot)
ROAD BLOCK
Red Parking Area
DCSO NORTHBOUND TRAFFIC CONTROL
Dake House Parking
US POST OFFICE
GENOA TOWN BOUNDARY
Yellow Lot Bus Stop
Blue Lot Bus Stop
Red Lot Bus Stop
Blue Parking Area
JACKS VALLEY ROAD
KINGSBURY WAY
MAIN STREET
NEVADA STREET
HILL STREET
GENOA LANE
CARSON STREET
FOOTHILL ROAD (aka S.R. 206)
CANDY DANCE LANE
0 126 250 375 500 Feet
Legend

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

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

Public Hearing Within 30 Days Waiver Letter

To Whom It May Concern:

Per NRS 244.3544, I am aware that I have the right to have my outdoor festival license application presented at a regular meeting of the Board of County Commissioners within 30 days of submitting a complete application and fee, if applicable. Per this letter, I authorize the Douglas County Clerk's Office to waive the no more than 30 days requirement to allow all required Douglas County Departments adequate time needed to review the application and provide required conditions, if applicable.

Applicable Nevada Revised Statute:
NRS 244.3544 Hearing: Notice; investigation; grant, denial or conditioning of license; issuance of license.
1. Upon receipt of a complete application and the application fee, the clerk shall:
(a) Set the application for public hearing at a regular meeting of the board, not less than 15 days nor more than 30 days thereafter, and give not less than 10 days' written notice thereof to the applicant.

Name of Event: CandyDanceCraftFaire

Applicant Signature: CPBrunz Date: 10-20-24

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Use 9-1-1 to report emergencies.

NAME & TITLE OF APPROVER: Brent Finster, Emergency Communications Manager

DEPARTMENT: Dept of Emergency Management/Emergency Communications

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Status Quo to what has been done in the past as submitted in the Festival Permit Application Packet.

NAME & TITLE OF APPROVER: Jody Brunz, Town Manager

DEPARTMENT: Town of Genoa

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: None

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil, Planning Manager

DEPARTMENT: Community Development DC

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: Ryan Stanton, Parks Superintendent

DEPARTMENT: Community Services

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____
Please find attached the letter with the required conditions for the event.

_____

_____

_____.

NAME & TITLE OF APPROVER: Patrick Mooneyhan-Captain

DEPARTMENT: East Fork Fire Protection District

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
(775) 782-9040 (775) 782-9043

Tod F. Carlini, District Fire Chief
Amy Ray, Deputy Fire Chief/Fire Marshal
Jeff Veliquette, Deputy Chief/Operations
Larry Goss, Deputy Fire Chief/Training
Lisa Owen, Executive Office Manager
Kathy Lewis, CPA, District Accountant

July 15, 2024

Outdoor festival permit application:
Candy Dance 2024

To Whom It May Concern:

The application is approved with conditions:

The following are requirements from East Fork Fire regarding this event:

1. All roadways shall remain open for fire apparatus and emergency access. Any barricaded roads shall be staffed so the barrier can be removed in an emergency.
2. An Ambulance staffed with two EFFPD Paramedics is required.
3. There shall be no parking in front of or within 7and ½ feet on either side of a fire hydrant. (Total clear distance of 15 feet)

The event shall be set up in accordance with the following requirements from the International Fire Code, as adopted. An inspection will be performed to ensure compliance with these requirements. Applicant has provided a map showing compliance with these requirements.

1. LP-tanks shall be secured
2. The aggregate area of multiple tents(pop-ups) side by side without a fire break of 12 feet shall not exceed 700 square feet (7 tents). Tents shall be secured to the ground.
3. A vendor list with the numbered tents for each vendor shall be provided to the District prior to the event.
4. Cooking vendors shall not be cook under a tent/pop-up
5. The distance between rows of tents shall be not less than 12 feet
6. Generators shall be located 10 feet from public access and protected by a guard not less than 3 feet from the powered item
7. Electrical shall be rated for outdoor use
8. Equipment/tents shall not be located within 20 feet of lot lines, vehicles, combustible materials
9. Verification of flame rating shall be provided for all tents.

Thank you,

Patrick Mooneyhan

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Certificate of Insurance included in application expires prior to event scheduled on application. Therefore, this approval is contingent on the applicant providing a renewed certificate of insurance within 30 days of the event.

NAME & TITLE OF APPROVER: Megan Everett- HR Anaylst

DEPARTMENT: Human Resources/Risk Management

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Genoa Candy Dance Arts & Crafts Faire

EVENT DATE: September 28-29, 2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____

For additional law enforcement support costs:

Deputy - $80.00 an hour

Sergeant- $100.00 an hour

_____.

NAME & TITLE OF APPROVER: Ron Elges/Undersheriff

DEPARTMENT: Sheriff's Office

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the conditional approval of an amended Outdoor Festival Permit application to add four additional dates for the Harveys Outdoor Concert Series to be held August 29, 2024; August 30, 2024; August 31, 2024; and September 14, 2024, from 5:00 PM to 11:00 PM, in the back parking lot at Harveys Lake Tahoe Hotel & Casino, 18 Highway 50, Stateline, Nevada, subject to the stated conditions/comments by the reviewing departments. Submitted by Caesars Entertainment, dba Harveys. (Amy Burgans)

RECOMMENDED MOTION:
Conditionally approve the amended Outdoor Festival Permit submitted by Harveys to add four additional dates for the Harveys Outdoor 2024 Concert Series subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None

BACKGROUND:
Additional dates for concerts have been added from the previous application approved by the Board of County Commissioners on June 20, 2024. Attached is the application for the added dates submitted by Caesars Entertainment, dba Harveys, for the Harveys Outdoor Concert Series to be held August 29, 2024; August 30, 2024; August 31, 2024; and September 14, 2024, from 5:00 PM to 11:00 PM, in the back parking lot of Harveys Lake Tahoe Hotel & Casino, 18 Highway 50, Stateline, Nevada. Department comments and conditions, if any, are attached and incorporated herein.

ATTACHMENTS:
Application Packet.pdf
Approval Packet.pdf

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

1. **APPLICATION AND FEES.** This application is for outdoor events with attendance of 500 or more persons on any one day of the event. There is a $100.00 **nonrefundable** application fee. No application fee is required when the applicant is a Douglas County based charitable or nonprofit organization in good standing or when the applicant is an agency or department of the County. **INFORMATION GIVEN IN THIS APPLICATION WILL BE MADE AVAILABLE TO THE PUBLIC**.

2. **DEADLINE.** All applications must be submitted at least **sixty (60) days** in advance of the event. With good cause shown and approval from the Clerk/Treasurer, in cases of emergency or extenuating circumstances, applications may be submitted not less than twenty-five (25) days in advance of the event. For special approval, email boardclerk@douglasnv.us prior to submitting application.

3. **INSURANCE.** The Outdoor Festival application will not be accepted unless the applicant has furnished proof of insurance coverage that identifies County, it's officers, agendas, employees and volunteers as additional insured in an amount of not less than one million dollars for normal events or two million dollars for high risk events as determined by the County.

4. **CONDITIONS.** All conditions for approval imposed under Douglas County Code § 5.12 must be met before issuance of the Outdoor Festival license.

5. **APPROVAL AND AGENCY SIGN-OFFS.** The application will be reviewed by appropriate county agencies who shall investigate the application and report to the clerk with appropriate concerns. The completed application and agency approvals or concerns must be heard by the Board of County Commissioners for approval or denial. It is the responsibility of the applicant to reach out to county agencies for clarification on any issues identified.

6. **ISSUANCE OF LICENSE.** It is the responsibility of the applicant to ensure that the event was approved by the Board of County Commissioners and to follow up on any conditions set by the various agencies within the county that were submitted to the Board of County Commissioners.

OUTDOOR FESTIVAL EVENT LICENSE CHECKLIST

Materials required for submittal:

☒ $100 non-refundable application fee – check(s) made payable to "Douglas County"

-OR-

☐ Articles of Incorporation if waiver of application fee due to being a Douglas County Nonprofit

-OR-

☐ Applicant is a Douglas County agency or department

AND:

☒ Completed application

☐ Financial statement of the licensee (if applicable)

☒ Proof of Insurance

☐ Permits required by other governmental agencies (if applicable)

☐ Plot plan showing arrangement of facilities and parking, egress and ingress

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: June 26, 2024

Name of Event: Harveys Outdoor Concert series / back parking lot venue

Location of Event: 18 Highway 50, Stateline, NV 89448
(Address or Legal Description)

Applicant's name: CAESARS ENTERTAINMENT dba HARVEYS

Mailing address: Post Office Box 128 (Street or P.O. Box) Stateline (City) NV (State) 89449 (Zip Code)

Email Address: bchandler@caesars.com

Phone #(s): 775/588-2411 (Business) 775/691-0432 (Cell)

Is the applicant a(n): ☒ Corporation ☐ Partnership ☐ Individual ☐ Other

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title
Karie Hall	PO box 128, Stateline, NV	SVP/GM
Stew Massie	100 West Liberty Street, Reno, NV	Regional President
Anthony Carano	100 West Libery Street, Reno, NV	President/CEO
Bret Yunker	100 West Liberty Street, Reno, NV	CFO

Description of Event: Harveys Outdoor Summer Concert Series

Date(s) of Event: see attached Hours of operation: 5pm to 11pm

Will an admission fee be charged for your event? ☒ Yes; $ Amount: $25-$259 ☐ No

Number of tickets and/or passes available: 5,000 - 7,000

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

List approximate number of participants: 5,000-7,000

List approximate number of spectators: 5,000-7,000

List expected peak number of spectators: 9,000

Will alcoholic beverages be served? ☒ Yes ☐ No
(all liquor vendors must be individually licensed with Douglas County Sheriff's Office)

Will food and/or beverages be served? ☒ Yes ☐ No
(all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)

Will there be live music? ☒ Yes ☐ No
- If Yes, Name of Performer(s) TBA Type of Music _____

INSURANCE:

Name of Insurer: see attached

Limits of liability: _____

Address of Insurer: _____
Street City State Zip code

Policy number: _____

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.

Signature of Applicant

10.28.24
Date

KARIE HALL
Name of Applicant

klhall@harrahs.com
Contact Email Address

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))

Sixty (60) in-house security personnel and thirty (30) volunteer employees per show. Two to four (24) DCSO per concert. Harveys will notify the Cunty as soon as possible if additional deputy sheriffs are required.

Describe plan for location and supply of water facilities (§ 5.12.120(B))

Bottled water is sold in the venue; in addition, bottled water in plastic bottles may be brought into the venue.

Describe food concessions plan (§ 5.12.120(C))

Food and beverage stands are located within the perimeter. Food venues include El Jefe's and others TBD.

Describe toilet facilities plan (§ 5.12.120(D))

Inside venue: Thirty (30) toilets, twenty-four (24) standing urinals, four (4) ADA, four (4) dual handwash stations backstage and three (3) double stall restrooms, one (1) toilet in VIP area (parking structure); one (1) large restroom divided into men and women - three (3) stalls on each side.

Describe trash cans and litter plan (§ 5.12.120(E))

Sixty (60) trash cns throughout venue. Ten to twelve (10-12) cleaning personnel continuoulsy work before, during and after each performance. A 30-yard container is on-site for continual deposit of trash from indivudual trash cans during and following each event.

Describe medical facilities plan (§ 5.12.120(F))

Outside medical station includes a minimum of two (2) EMT-trained officers. TDFD personnel (one (1) ambulance) on stand-by at venue for emergency responses. Stateline Clinic approximately one (1) mile from venue; Barton Hospital - seven (7) miles.

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))

Inspections conducted by TDFD fire marshall. All necessary regulations met prior to beginning of each event of the outdoor concert series.

Describe parking areas, access and parking control plan (§ 5.12.120(H))

Harveys garage: 2,054 spaces. Harrah's garage: 839 spaces. Harrah's main lot: 618 spaces. Harrah's upper lot: 270 spaces; all Harrah's/Harveys monitored by security. Golden Nugget: 1,450 spaces. Bally's: 1,585 spaces. Street parking available on both sides of the state line. Venue is within easy walking distance of most California and Nevada lodging.

Describe location of on-site headquarters or contact information (§ 5.12.120(J))

Harveys production/management office located backstage

Contact: Brian Chandler, 775/691-0432

Contact: Production fiice, 775/586-8738

Describe illumination plan (§ 5.12.120(K))

Adequate lighting is provided by lights in the venue, including lighting from the stage during performances. Additional lifghting provided by restroom and exits. Flood lights from stage area fill the venue with light immediately following each performance. Parking lot lighting provides additional light for surrounding areas.

Describe overnight camping facilities plan (§ 5.12.120(L))

NO overnight camping for parking allowed.

Describe communication system plan (§ 5.12.120(Q))

Phone system, cell phones and walkie-talkies.

What provisions will be made for numbers of spectators in excess of the estimate (§ 5.12.040)

Tickets are limited to those available for sale. Once the show is sold out, no more tickets are made available or sold.

Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress. (§ 5.12.040)

ADDITIONAL CONFIRMED 2024 DATES

August 29

August 30

August 31

September 14

ADDITIONAL TRUCK AND BUS PARKING
STAGE
Fire Lane
HARVEY'S HOTEL
LOBBY
CONVENTION
MAINTENANCE SHOPS
MAINTENANCE
LAKE PARKWAY

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Caesars Entertainment, Inc. and all its subsidiaries 100 West Liberty Street, Suite 1150 Reno NV 89501 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570105361408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL0729647303	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$1,000,000 $1,000,000 Excluded $7,000,000 $40,000,000 $10,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 7296471 03	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $250,000			XEUG71801512005	05/01/2024	05/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC729646803 AOS (except MA LA NV WI) WC729646903 MA, WI	05/01/2024 05/01/2024	05/01/2025 05/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
A	Excess Workers Compensation			EWS729647003 LA, NV SIR applies per policy terms & conditions	05/01/2024	05/01/2025	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See the following pages for additional coverage details.
RE: Insured Subsidiaries: Harrah's Harveys Lake Tahoe. Event: Outdoor Festival. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Douglas County
PO Box 218
Minden NV 89423 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570105361408

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AGENCY CUSTOMER ID: 570000071561

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Caesars Entertainment, Inc.
POLICY NUMBER: See Certificate Number: 570105361408	
CARRIER: See Certificate Number: 570105361408 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Excess Workers Compensation			EWS729647003 LA, NV SIR applies, per policy terms & conditions	05/01/2024	05/01/2025	Max Limit per Occ.	$2,000,000

ACORD 101 (2008/01)

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DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

CONTRIBUTORS & INVESTORS LIST

Please list anyone who has contributed, invested or who has a financial interest greater than $500. Use additional sheets if necessary.

Investor's name: Lake Tahoe Visitors Authority

Mailing address: 169 Highway 50 (Street or P.O. Box) Stateline (City) NV (State) 89449 (Zip Code)

Email Address:

Phone #(s): (Business) (Cell)

Investor's name: Tahoe Douglas Visitors Authority

Mailing address: 169 Highway 50 (Street or P.O. Box) Stateline (City) NV (State) 89449 (Zip Code)

Email Address:

Phone #(s): (Business) (Cell)

Investor's name: L.G. Corporation

Mailing address: (Street or P.O. Box) (City) (State) (Zip Code)

Email Address:

Phone #(s): (Business) (Cell)

Investor's name: Others TBD

Mailing address: (Street or P.O. Box) (City) (State) (Zip Code)

Email Address:

Phone #(s): (Business) (Cell)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

I, Karie Hall, SVP/GM being duly sworn, depose, and say that I am an owner* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: Harveys, 18 Highway 50, NV
Address or Legal Description

Signed _____

Subscribed and sworn to before me this 28 day of June, 2024.

*Owner refers to the following. Please mark the appropriate box.

☐ OWNER/JOINT OWNER

☒ CORPORATE OFFICER/PARTNER

☐ POWER OF ATTORNEY (Provide copy of Power of Attorney)

☐ AGENT (Notarized letter from property owner giving legal authority to agent)

☐ LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

Douglas County Clerk's Office

~OR~

Linda Hunt
Notary Public in and for said county and state

LINDA HUNT
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 001-25-2026
Certificate No: 22-2287-05

1-25-2026
My commission expires

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 for events determined to be high risk by Douglas County. APPLICANT is required to post an indemnity bond or a performance bond in favor of the county in connection with the operation of outdoor festival for not less than $100,000. Any Douglas County department or agency required to perform an duty during the outdoor festival that results in it incurring extraordinary costs may request the clerk of the board to invoice the licensee or proceed against a bond posted.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured.

I hereby agree to the all of the provisions stated above and have attached a copy of the Certificate of Liability Insurance:

Harveys Outdoor Concerts	multiple dates
Name of Event	Date of Event
Karie Hall, SVP/GM	
Applicant's name (printed)	
Applicant's signature	6.29.24
	Date

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

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

Public Hearing Within 30 Days Waiver Letter

To Whom It May Concern:

Per NRS 244.3544, I am aware that I have the right to have my outdoor festival license application presented at a regular meeting of the Board of County Commissioners within 30 days of submitting a complete application and fee, if applicable. Per this letter, I authorize the Douglas County Clerk's Office to waive the no more than 30 days requirement to allow all required Douglas County Departments adequate time needed to review the application and provide required conditions, if applicable.

Applicable Nevada Revised Statute:
NRS 244.3544 Hearing: Notice; investigation; grant, denial or conditioning of license; issuance of license.
1. Upon receipt of a complete application and the application fee, the clerk shall:
(a) Set the application for public hearing at a regular meeting of the board, not less than 15 days nor more than 30 days thereafter, and give not less than 10 days' written notice thereof to the applicant.

Name of Event: Harveys outdoor concert series

Applicant Signature: Kelly Overfield Date: 6/18/24

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Brent Finster, Emergency Communications Manager

DEPARTMENT: Dept of Emergency Management/Emergency Communications

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Must adhere to noise compliance per TRPA Code of Ordinances

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil, Planning Manager

DEPARTMENT: DC Community Development

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: RyanS Stanton, Parks Superintendent

DEPARTMENT: Communinty Services

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES [✓] NO [ ]

DEPOSIT RECOMMENDED: YES [ ] NO [✓]; if yes, amount $_____

COMMENTS/CONDITIONS: Hourly Rates
Deputy = $80.00 An hour
Sergeant = $100.00 an hour

NAME & TITLE OF APPROVER: Ron Eccles / Undersheriff

DEPARTMENT: #327

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Certificate of Insurance was included in application packet. COI was reviewed, and meets the minimum qualifications for Douglas County.

NAME & TITLE OF APPROVER: Megan Everett/ HR Analyst

DEPARTMENT: Human Resources/Risk Management

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Harveys Outdoor Concert Series (revised dates)

EVENT DATE: 8/29, 8/30, 8/31, 9/14/2024

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Permitee is responsible to obtain an operational permit for the Fire Department. Permitee is responsible to pay all associated standby fees.

NAME & TITLE OF APPROVER: Kris Rowlett Fire Inspector II

DEPARTMENT: Tahoe Douglas Fire Protection District

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $60,000 purchase order with Sysco Food Services for food commodities and for operating supplies for Fiscal Year 2024-25; and a $40,000 purchase order with US Foods for food commodities and for operating supplies for Fiscal Year 2024-25. (Kathy Lewis)

RECOMMENDED MOTION:
Approve a $60,000 purchase order for Sysco Food Services for food commodities and for operating supplies for Fiscal Year 2024-25; and a $40,000 purchase order for US Foods for food commodities and for operating supplies for Fiscal Year 2024-25, as presented.

FINANCIAL IMPACT:
Funding is available within the fiscal year 2024-25 approved budget for China Spring Youth Camp in the following general ledger accounts:
1. Sysco Food Services for $60,000: $58,500 for GL Account #242.362.532.050 for food commodities and $1,500 for GL Account #242.362.532.001 for operating supplies for FY24-25; and
2. US Foods for $40,0000: $38,500 for GL Account #242.362.050 for food commodities and $1,500 for GL Account #242.362.5632.001 for operating supplies for FY24-25.

BACKGROUND:
China Spring Youth Camp is responsible for providing food services to the youth of the facility. Currently, the Camp provides breakfast, lunch, dinner and two snacks for the youth, seven days a week, every day of the year. The food budget fluctuates with the population and activities of the facility.

ATTACHMENTS:
FY24-25 Sysco Food PO Request Form.pdf
FY24-25 US Foods PO Request Form.pdf
FY24-25 Sysco & US Foods PO Memo.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT: $60,000.00 CHANGE ORDER %: _____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Carol McClintock DATE REQUESTED: 07.11.24

REQUESTING DEPARTMENT: China Spring Youth Camp

VENDOR NAME: Sysco Food Services VENDOR NUMBER: 4432

REMIT ADDRESS: STREET PO Box 138007 CITY Sacramento ST CA ZIP 95813

QUANTITY: _____ DOLLAR AMOUNT: 60,000.00 PROJECT #: _____

G/L ACCOUNT(S): 242.362.532.050 AMOUNT: 58,500.00

G/L ACCOUNT(S): 242.362.532.001 AMOUNT: 1,500.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

To fund food and kitchen purchases approved in FY24-25 budget.

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): _____

☐ 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

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT: $40,000.00 CHANGE ORDER %: _____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Carol McClintock DATE REQUESTED: 07.11.24

REQUESTING DEPARTMENT: China Spring Youth Camp

VENDOR NAME: US Foods VENDOR NUMBER: 9871

REMIT ADDRESS: STREET PO Box 884780 CITY Los Angeles ST CA ZIP 90088

QUANTITY: _____ DOLLAR AMOUNT: 40,000.00 PROJECT #: _____

G/L ACCOUNT(S): 242.362.532.050 AMOUNT: 38,500.00

G/L ACCOUNT(S): 242.362.532.001 AMOUNT: 1,500.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

To fund food and kitchen purchases approved in FY24-25 budget

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): _____

☐ 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

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

Physical: 225 China Spring Rd, Gardnerville, NV 89410
Mailing: 1640 US Hwy 395 N. #2605 Minden, NV 89423
Tele: 775.265.3562 **Fax:** 775.265-7159

MEMORANDUM

TO: Douglas County Finance

FROM: Carol McClintock, China Spring Youth Camp

DATE: July 11, 2024

SUBJECT: Purchase Order Request Forms FY 24-25

Dear DC Finance:

China Spring Youth Camp has been approved for a budget of $100,000.00 for GL 242.362.532.050 and $25,218 for GL 242.362.532.001 for fiscal year 2024-2025.

The following is a breakdown of each vendor being used:

SYSCO FOODS
Sysco Foods is our primary vendor and the County holds the contract for this vendor. China Spring is included in the contract along with other county entities. China Spring uses this vendor for food and operation supplies.

We are requesting the following:

1. 242.362.532.050 $58,500
2. 242.362.532.001 $1,500

US FOODS
US Foods in the backup vendor for supplying food and operating supplies (which includes a delivery fuel charge). We use US Foods when there is something Sysco cannot provide, or a product is at a lesser price. We do not have a State Contract with US Foods as we cannot guarantee $600 a week purchase that is required.

We are requesting the following:

1. 242.362.532.050 $38,500
2. 242.362.532.001 $1,500

Respectfully submitted,

Carol McClintock

Carol McClintock
Administrative Assistant
China Spring Youth Camp
775-265-5350 ext. 126

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $45,000 blanket purchase order for Superior Plus-High Country Propane (G/L Account #242-362-520-088) for Fiscal Year 2024-25. (Kathy Lewis)

RECOMMENDED MOTION:
Approve a $45,000 blanket purchase order for Superior Plus-High Country Propane in the amount of $45,000 for Fiscal Year 2024-25.

FINANCIAL IMPACT:
China Spring Youth Camp (CSYC) has been approved for a budget of $83,000 for GL Account 242-362-520-088 for the 2024-25 fiscal year to date. Superior Plus-High Country Propane is our main vendor and we are requesting $45,000 based on FY 2023-24 usage. The purchase request complies with the purchasing policy and the NRS guidelines in NRS 332.

BACKGROUND:
CSYC is on propane for its buildings and is the majority of China Spring Youth Camp utility costs. Superior Plus-High Country Propane is the only vendor who can respond to the Camp's needs and our location in a reliable manner. This item is budgeted in Utilities 242-362-520-088. The estimated annual expenditure under this contract is between $40,000-$55,000 based on FY 2023-24 usage. Consistent with NRS 332.063, Staff solicited bids from two other Propane Vendors and to date have not received a response. Superior Plus-High Country Propane was the only responsive vendor to the County's request who the County currently utilizes and have proved reliable. The purchase request complies with the purchasing policy and the NRS guidelines in NRS 332.

ATTACHMENTS:
Superior Plus-High Country Propane PO Request FY24-25.pdf
Superior Plus-High Country Propane Bid FY24-25.pdf
3-BID Request FY24-25 Microsoft.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT: $45,000.00 CHANGE ORDER %: _____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Carol McClintock DATE REQUESTED: 07.11.24

REQUESTING DEPARTMENT: China Spring Youth Camp

VENDOR NAME: Superior Plus Propane/High Country VENDOR NUMBER: 38837

REMIT ADDRESS: STREET PO Box 981045 CITY Boston ST MA ZIP 02998

QUANTITY: _____ DOLLAR AMOUNT: 45,000.00 PROJECT #: _____

G/L ACCOUNT(S): 242.362.520.088 AMOUNT: 45,000.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

To fund propane for heating and cooking approved in FY24-25 budget.

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): _____

☐ 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

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

PROPANE PROPOSAL

HIGH COUNTRY PROPANE/SUPERIOR PLUS PROPANE

1424 INDUSTRIAL WAY

GARDNERVILLE, NV. 775-783-8369

TO. CHINA SPRINGS YOUTH CAMP

225 CHINA SPRINGS ROAD

GARDNERVILLE, NV. 775-265-5350

High Country Propane will provide propane at a cost of .50 cents over our delivered cost to our Gardnerville storage facility. This cost will vary throughout the year due to refinery prices. High Country Propane will not charge Hazmat or delivery fees and no tank rentals for this facility. This proposal remains in affect 1 year from date signed by both representatives.

Acceptance of proposal

Representative from China Springs

_____ **date**_____

Representative from High Country Propane

D. Mat _____ **date** 6/3/2024

DOUGLAS COUNTY 3-BID REQUEST

EMPLOYEE NAME: Carol McClintock

DEPARTMENT: China Spring Youth Camp

DATE: 07.12.24

VENDOR:	Superior Plus Propane DBA:High Country	VENDOR:		VENDOR:	
CONTACT:	Harrall Martin	CONTACT:		CONTACT:	
PHONE:	209-265-6170	PHONE:		PHONE:	

ITEM	$ amount	ITEM	$ amount	ITEM	$ amount
Propane-Over Market Price	0.50				
TOTAL AMOUNT	0.50	TOTAL AMOUNT	0.00	TOTAL AMOUNT	0.00

Jusification if not going with the lowest bid: Company is local and quick to respond when needed.

Carol McClintock

EMPLOYEE SIGNATURE

07.11.24

DATE

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve an Easement Relocation Agreement for a drainage easement located at 1310 Downs Drive, Minden, Nevada (APN: 1420-33-602-009) in order to accommodate the construction of a detached garage by the homeowner. (Jeremy Hutchings)

RECOMMENDED MOTION:
Approve an Easement Relocation Agreement for a drainage easement located at 1310 Downs Drive, Minden, Nevada (APN: 1420-33-602-009), subject to the condition that the drainage pond be reconstructed prior to recordation of the agreement.

FINANCIAL IMPACT:
There are no known fiscal impacts to Douglas County.

BACKGROUND:
Josh and Michelle Debene plan to construct a detached garage on their 1-acre parcel located at 1310 Downs Drive, Minden, Nevada (APN: 1420-33-602-009). Unfortunately, the preferred location for the garage is encumbered by a drainage easement created by the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC (recorded as Document Number 2019-931962). The easement is noted as a "Private Drainage Easement" on the map per the conditions of approval for the parcel map under the Land Division Application DP 18-0214 (Condition A1.c).

The purpose of the Private Drainage Easement generally was to prevent the intensification of drainage issues in the area that might otherwise result from the creation of the new parcels and the construction of the new homes. The intent of identifying the easement as "Private" in the Parcel Map was to ensure the County would not assume responsibility of maintaining the facility. However, a private easement must generally indicate the dominant estate - the party benefiting from easement - and the Parcel Map in this instance did not indicate a dominant estate, making it impossible to determine who would be authorized to approve a modification or elimination of the easement.

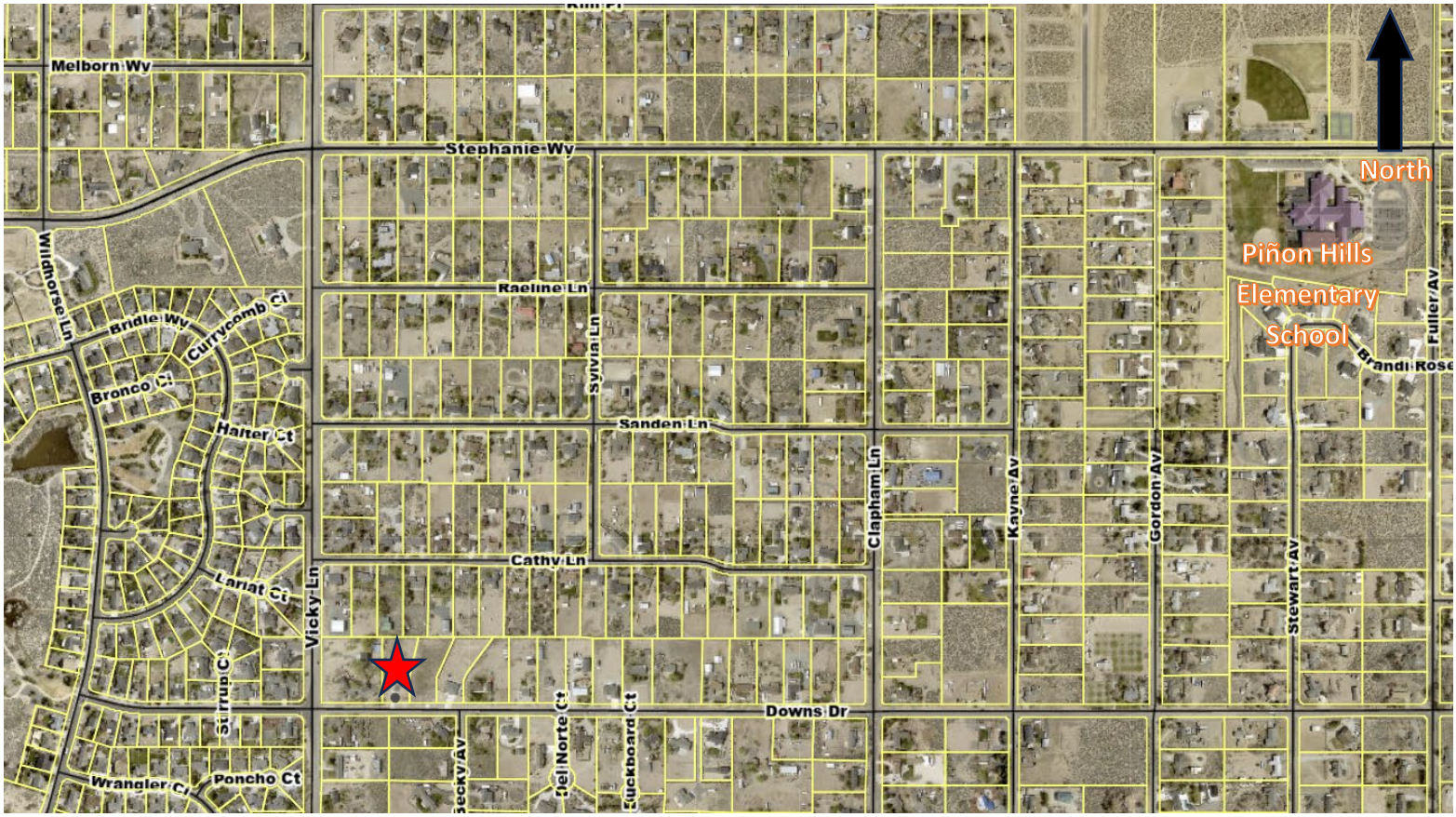
In order to rectify this issue, and consistent with the original intent of the easement, staff worked with Josh and Michelle Debene to create a Certificate of Amendment (Document Number 2024-1006877) clarifying that the drainage easements are for the benefit of Douglas County but shall be maintained by the individual property owner where the drainage basin exists. Prior to recording the Certificate of Amendment, staff sent public notices to the other land owners within the land division area and did not receive any objection to the amendment.

Josh and Michelle Debene now seek the County's approval to relocate the existing drainage easement so they can construct their detached garage. Mr. and Mrs. Debenes retained Resource Concepts, Inc. (RCI), a local engineering firm, to prepare a drainage analysis demonstrating the proposed new location of the basin provides adequate drainage mitigation as contemplated by the original land division application. Staff have reviewed the report, which includes a grading plan for the new pond location, and agree that the proposed pond will be adequate.

RCI also prepared a legal description and exhibit for the relocated easement, which is attached as part of the Easement Relocation Agreement. This agreement is the instrument that will be recorded to document the new location of the drainage easement. Once this instrument is recorded, Mr. and Mrs. Debenes will be able to move forward and obtain a permit to construct their detached garage.

Staff recommends approval of the Easement Relocation Agreement with the condition that the pond be permitted under a Site Improvement Permit and constructed before the agreement is recorded.

ATTACHMENTS:
Vicinity Map - Downs Drainage.pdf
Staff Report Downs Drainage Easement Relocation_BOCC.pdf
Easement Relocation Agreement DeBene.pdf



(Not to Scale)

Project Location

Vicinity Map

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

To: Board of County Commissioners

From: Jeremy J. Hutchings PE, County Engineer

Date: July 1, 2024

Subject: 1310 Downs Drive Drainage Easement Relocation Agreement

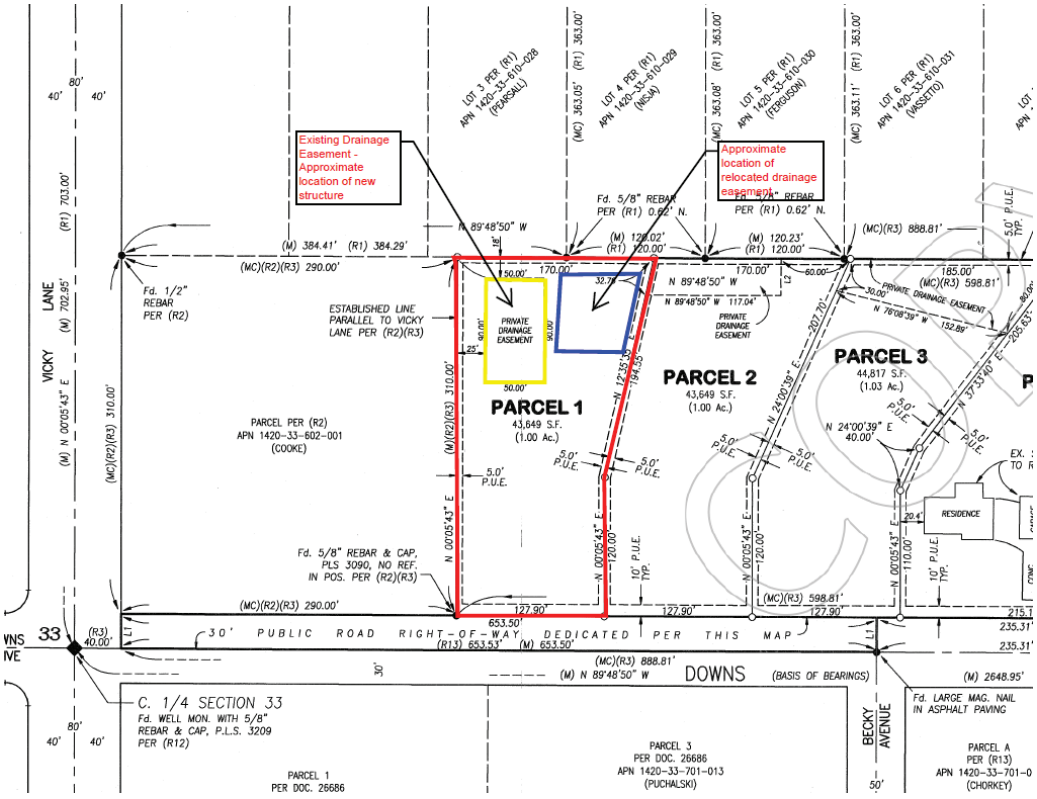
I. REQUEST

The homeowner has requested relocation of an existing drainage easement located on their parcel at 1310 Downs Drive (APN: 1420-33-602-009) to accommodate the construction of a proposed detached garage.

II. RECOMMENDATION

Staff recommends approving the relocation of the existing drainage easement generally shown in the sketch below and as more specifically described in the attached Easement Relocation Agreement.

Staff recommends a condition of approval be added requiring that prior to recordation of the Easement Relocation Agreement the drainage basin be constructed as proposed in the report entitled "Site Drainage Summary – New Retention Volume" by Resource Concepts, Inc. dated August 25, 2023.



III. BACKGROUND

Josh and Michelle Debene seek to construct a detached garage on their 1 Acre parcel located at 1310 Downs Drive (APN: 1420-33-602-009). Unfortunately, the preferred location for the garage is encumbered by a drainage easement created by the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LCC recorded as Document Number 2019-931962. The easement is noted as a "Private Drainage Easement" on the map per the conditions of approval for the parcel map under the Land Division Application DP 18-0214 (Condition A1.c).

While the intent of making the easement private seems to be clear in that the County did not want to assume the responsibility of maintaining the facility, the map does not indicate a dominant estate for the easement. This is problematic. Without a dominant estate clearly indicated it becomes impossible to determine who would approve a modification or elimination of the easement. In order to rectify the matter, Staff has had a Certificate of Amendment recorded (Document Number 2024-1006877) clarifying that the drainage easements are for the benefit of Douglas County but shall be maintained by the individual property owner where the drainage basin exists. Prior to recording the Certificate of Amendment, Staff sent public notice to the other land owners within the land division and did not receive any objection to the amendment.

The second issue is in regards to relocation of the existing drainage easement for Josh and Michelle Debene so they can construct their detached garage. The Debenes retained Resource Concepts, Inc. (RCI) a local engineering firm, to prepare a drainage analysis demonstrating that the proposed location of the basin provides adequate drainage mitigation as contemplated by the original land division application. Staff has reviewed the report, which includes a grading plan for the new pond location, and agrees that the proposed pond will be adequate.

RCI also prepared a legal description and exhibit for the relocated easement and that is attached as part of the Easement Relocation Agreement. This agreement is the instrument that will be recorded to document the new location of the drainage easement. Once this instrument is recorded, the Debenes will be all set to move forward with permitting their detached garage.

IV. FISCAL IMPACT

There are no known fiscal impacts to Douglas County.

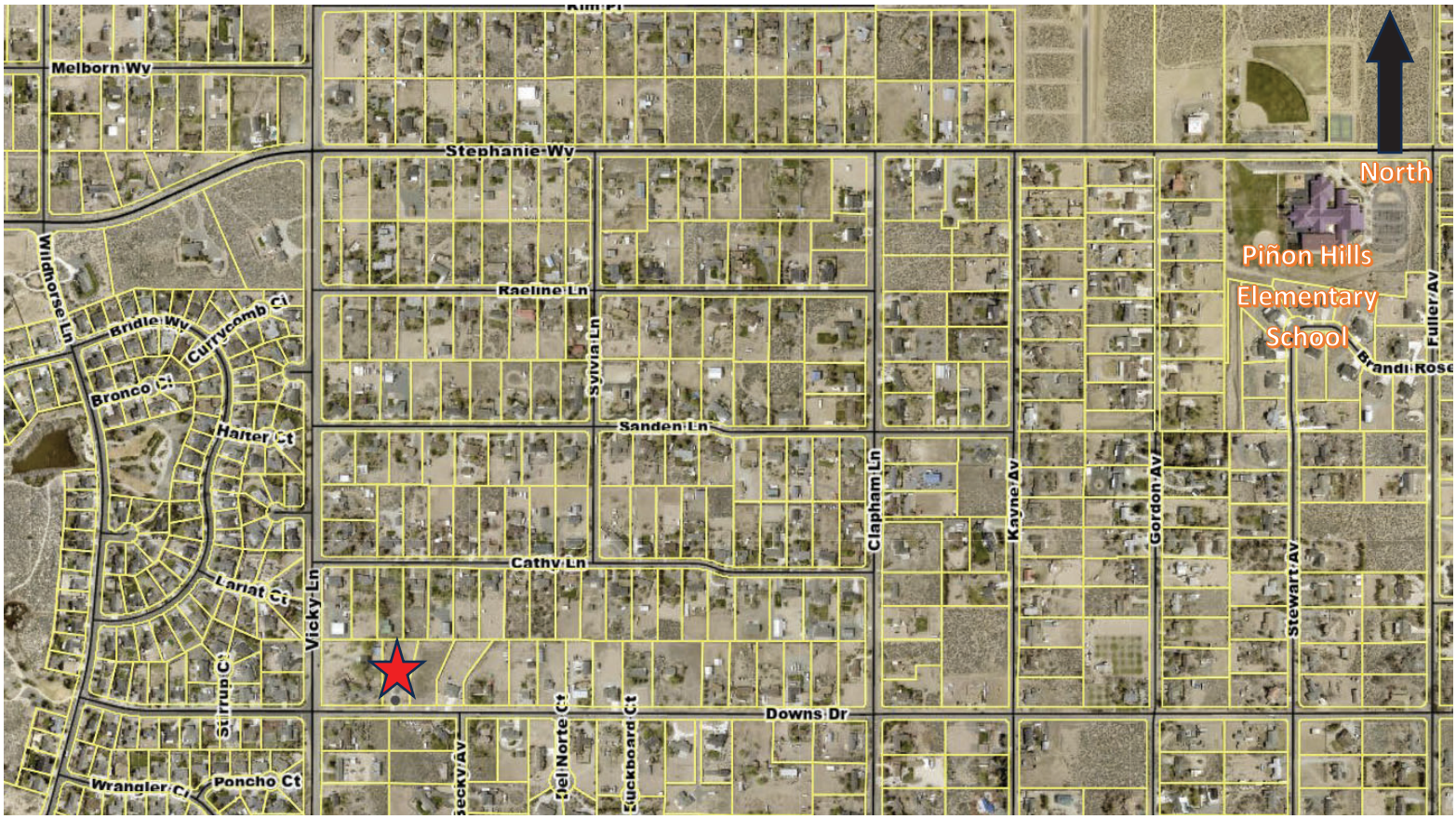
V. Summary

Staff is recommending approval of the Easement Relocation Agreement with the condition that the pond be permitted under a Site Improvement Permit and constructed before the agreement is recorded. The dominant estate has been clarified as Douglas County with recordation of the Certificate of Amendment and the owner has demonstrated that the new drainage basin will provide an equivalent amount of mitigation as the original pond.

VI. ATTACHMENTS

- **A. Vicinity Map**
- **B. Easement Relocation Agreement**
- **C. Parcel Map LDA 18-0214**
- **D. DP 18-0214 Conditions of Approval**
- **E. Site Drainage Summary – New Retention Volume**
- **F. Public Noticing of Certificate of Amendment**
- **G. Certificate of Amendment**

A. Vicinity Map



(Not to Scale)

Project Location

Vicinity Map

B. Easement Relocation Agreement

APN: 1420-33-602-009

MAIL TO:

Joshua DeBene
Michelle DeBene
1310 Downs Dr.
Minden, NV 89423

EASEMENT RELOCATION AGREEMENT

THIS AGREEMENT made this _____, day of _____, 2024 by Joshua DeBene and Michelle DeBene, husband and wife as joint tenants with right of survivorship, do hereby wish to relocate the drainage easement affecting the herein described property, upon the following terms and conditions.

W I T N E S S E T H:

WHEREAS, Joshua DeBene and Michelle DeBene, are the owners of the real property described in Document No. 2019-934275, recorded August 26, 2019, Official Records of Douglas County, State of Nevada more particularly described as follows;

Parcel 1 as shown on Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 16, 2019, as Document no. 2019-931962, Official Records and as amended by Certificate of Amendment recorded April 19, 2024 as Document No. 2024-1006877, Official Records of Douglas County, State of Nevada.

WHEREAS, the drainage easement affecting the herein above described property was created by Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 16, 2019, as Document no. 2019-931962, Official Records, which map was subsequently amended by a Certificate of Amendment for the purpose of adding the following note to sheet 1: "J. The private drainage easements as shown on sheet 2 are for the benefit of Douglas County, but are to be maintained by the individual property owner."

WHEREAS, Joshua DeBene and Michelle DeBene, desire to relocate the drainage easement to the new location as described in legal description and exhibit attached hereto and have provided Douglas County with a drainage summary showing the new location can accommodate the storm drainage and Douglas County has reviewed the drainage summary and finds that the new location for the drainage easement is equivalent to or exceeds the capacity of the original location.

NOW, THEREFORE, it is hereby agreed as follows:

1. Joshua DeBene and Michelle DeBene, and Douglas County do hereby agree to amend and relocate the drainage easement to the area as described in the attached legal description and exhibit.
2. The drainage easement described in the attached legal description and exhibit is for the benefit of Douglas County but is to be maintained by the individual property owner.

TO HAVE AND TO HOLD unto the said parties and to the heirs, successors in interest, assigns, and transferees thereof, forever.

IN WITNESS WHEREOF, the parties have caused these presents to be executed

on_____, 2024

_____

Joshua DeBene

_____

Michelle DeBene

Douglas County

_____

Wes Rice, Chairman

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

DESCRIPTION
(Over A.P.N. 1420-33-602-009)

All that certain real property situate within a portion of the southwest one-quarter of the northeast one-quarter (SW ¼ NE ¼) of Section 33, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, described as follows:

A portion of Parcel 1 as shown on the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, filed for record July 16, 2019, in the Office of the Douglas County Recorder as Document No. 931962, being more particularly described as follows:

COMMENCING at the northeast corner of said Parcel 1, as shown on said map, thence leaving said northeast corner, South 51°59'11" West, 38.72 feet to the **POINT OF BEGINNING;**

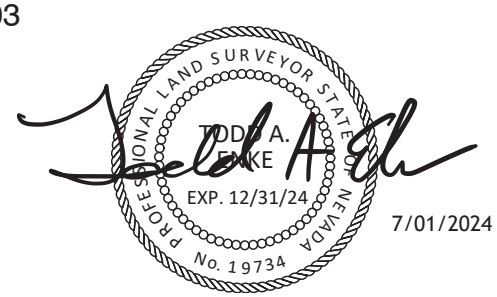
Thence along the following four (4) courses and distances:

South 00°11'00" West, a distance of 36.00 feet;
North 89°48'50" West, a distance of 54.00 feet;
North 00°11'00" East, a distance of 36.00 feet;
South 89°48'50" East, a distance of 54.00 feet to the **POINT OF BEGINNING,** containing an area of 1,944 square feet, more or less.

Basis of Bearings

The basis of bearings for this description is identical to the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, filed for record July 16, 2019, in the Office of the Douglas County Recorder as Document No. 931962.

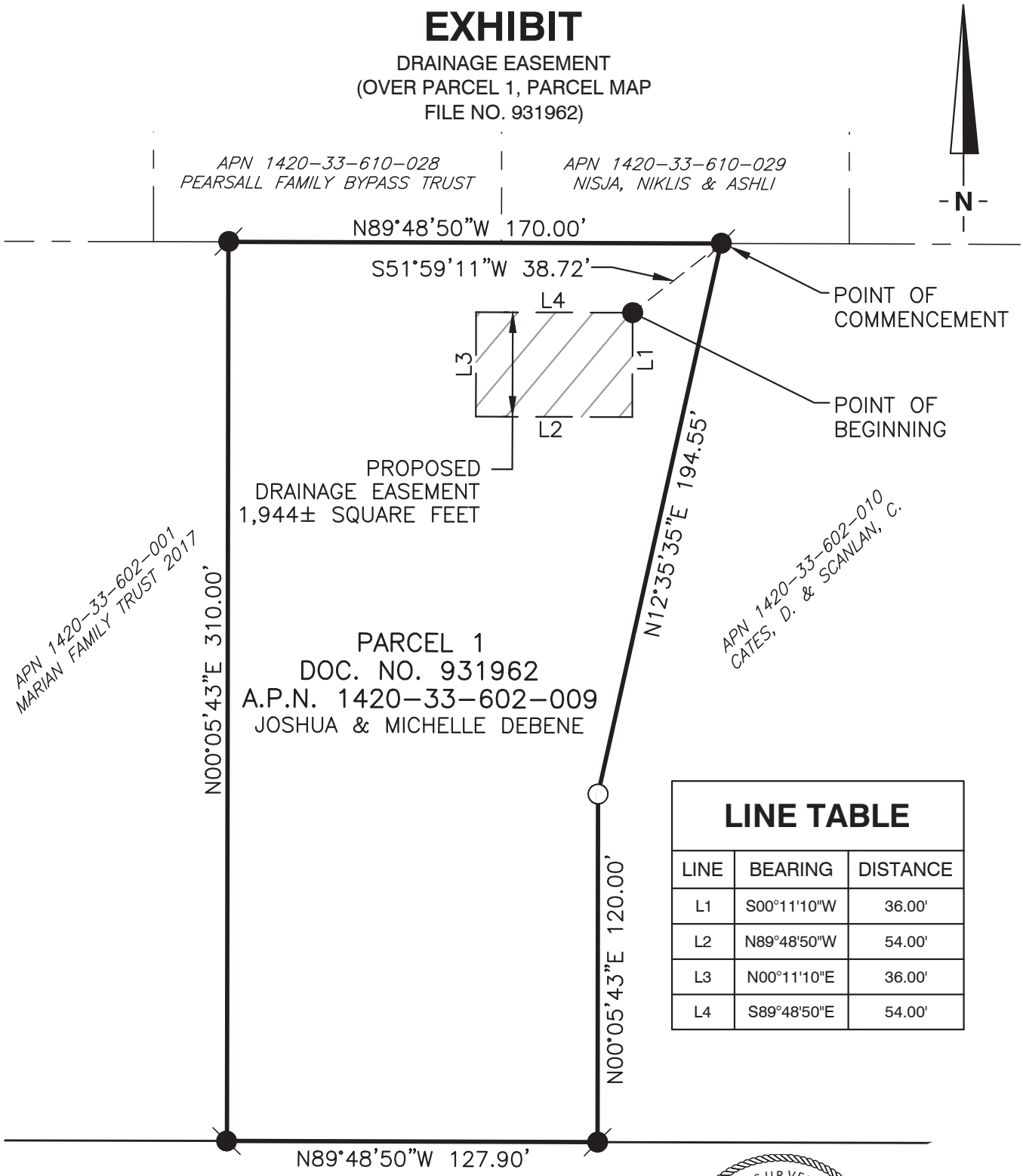
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



7/01/2024

EXHIBIT

DRAINAGE EASEMENT
(OVER PARCEL 1, PARCEL MAP
FILE NO. 931962)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'10"W	36.00'
L2	N89°48'50"W	54.00'
L3	N00°11'10"E	36.00'
L4	S89°48'50"E	54.00'

LEGEND

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR AND CAP, PLS 3209
- FOUND 5/8" REBAR AND CAP, PLS 3090
- ADJOINING LOT LINE
- BOUNDARY LINE
- PROPOSED EASEMENT
- RIGHT OF WAY LINE
- TIE LINE

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
No. 19734
TODD A. ZENTZ
EXP. 12/31/24

7/01/2024

RCI
Resource Concepts Inc.
www.rci-nv.com

C. Parcel Map LDA 18-0214

OWNER'S CERTIFICATE:

I, WILLIAM W. NICHOLS, MANAGING MEMBER OF MID TOWN VENTURES, LLC, CERTIFY THAT WE ARE THE LEGAL OWNERS OF THIS PARCEL AND HEREBY GRANT PERMANENT EASEMENTS FOR UTILITY INSTALLATION, AND PUBLIC ROAD RIGHTS-OF-WAY AS DESIGNATED ON THIS MAP, AND CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP.

MID TOWN VENTURES, LLC

BY: _____ 6/11/2019
WILLIAM W. NICHOLS, MANAGING MEMBER DATE

NOTARY CERTIFICATE:

STATE OF NEVADA }
} S.S.
COUNTY OF DOUGLAS }

ON THIS 11th DAY OF June, 2019, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM W. NICHOLS, MANAGING MEMBER OF MID TOWN VENTURES, LLC, PERSONALLY KNOWN TO ME, OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

KAREN STAGE
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No. 10-1484-5 - Expires January 22, 2020

MY COMMISSION EXPIRES ON 01/20/2020

NOTES:

PROJECT AREA: – 4.26 ACRES

PROPOSED NUMBER OF PARCELS: 4 (FOUR)
PARCEL 1 – 43,649 s.f. (1.00 Ac.) PARCEL 2 – 43,649 s.f. (1.00 Ac.)
PARCEL 3 – 44,817 s.f. (1.03 Ac.) PARCEL 4 – 53,518 s.f. (1.23 Ac.)

ALL PARCEL ACREAGE SHOWN ARE NET.

THIS MAP IS A DIVISION OF THAT CERTAIN PARCEL DESCRIBED IN GRANT, BARGAIN AND SALE DEED, DOCUMENT No. 2018-915250 IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY.

THE FOLLOWING NOTES ARE ADDED AT THE REQUEST OF DOUGLAS COUNTY,

A. A TEN FOOT (10.0') WIDE PUBLIC UTILITY EASEMENT ALONG ALL ROAD FRONTAGES AND A FIVE (5) FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE SIDE AND REAR LOT LINES.
B. ANY FURTHER DIVISION OF THESE PARCELS MAY BE SUBJECT TO SUBDIVISION IMPROVEMENTS AS PROVIDED UNDER NRS 278.462(3).
C. PARCELS WILL BE REQUIRED TO COMPLY WITH DOUGLAS COUNTY CODE, SECTION 20.100.040, IF THE PARCEL CONNECTS TO A PUBLIC WATER SYSTEM.
D. THE SUBJECT PROPERTY LIES WITHIN THE "X-SHADED" FLOOD ZONE, PER COMMUNITY FIRM PANEL NUMBER 32005C0090H, EFFECTIVE DATE 2016.
E. ALL CONSTRUCTION AND DEVELOPMENT WITHIN THE FLOODPLAIN MUST COMPLY WITH DOUGLAS COUNTY CODE, CHAPTER 20.50 FLOODPLAIN MANAGEMENT.
F. MAINTENANCE OF ALL PRIVATE DRAINAGE FACILITIES AND EASEMENTS MUST BE THE RESPONSIBILITY OF A HOMEOWNER'S ASSOCIATION OR INDIVIDUAL PROPERTY OWNER. DOUGLAS COUNTY REJECTS ANY OFFER OF DEDICATION OF DRAINAGE FACILITIES OR DRAINAGE EASEMENTS. IF THE PRIVATE DRAINAGE FACILITIES ARE NOT MAINTAINED IN AN ACCEPTABLE MANNER, THE COUNTY MAY ENTER THE PROPERTY TO PERFORM THE REQUIRED MAINTENANCE AND SEEK REIMBURSEMENT FROM THE PROPERTY OWNER.
G. OBSTRUCTING THE FLOW OR ALTERING THE COURSE OF A DRAINAGE CHANNEL IS PROHIBITED, UNLESS PERMITTED BY AUTHORIZING AGENCY.
H. NO DRAIN ROCK SHALL BE PLACED WITHIN THE PUBLIC RIGHT OF WAY MAINTAINED BY DOUGLAS COUNTY.
I. EACH PARCEL IS LIMITED TO ONE DRIVEWAY CONNECTION ONTO DOWNS DRIVE.

WESTERN
SURVEYING SERVICES
P.O. BOX 6202
GARDNERVILLE, NEVADA 89460
(775) 265-1961

UTILITY COMPANY APPROVALS:

WE, THE UNDERSIGNED UTILITY COMPANIES, ACCEPT AND APPROVE THE EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT. THIS APPROVAL DOES NOT GUARANTEE ACCESSIBILITY FOR SERVICE. ALL PUBLIC UTILITY EASEMENTS INCLUDE C.A.T.V.

CHARTER COMMUNICATIONS
SIGNATURE: _____ DATE: 6/11/19
PRINTED NAME: Tim Lindsay

FRONTIER COMMUNICATIONS
SIGNATURE: _____ DATE: 6-10-2019
PRINTED NAME: John G. Poole

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATION MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.

SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY
SIGNATURE: _____ DATE: 6-10-2019
PRINTED NAME: MATT GEORGESCH

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

SOUTHWEST GAS COMPANY
SIGNATURE: _____ DATE: 6/11/19
PRINTED NAME: Daniel Pace

COUNTY ENGINEER'S CERTIFICATE:

I, THOMAS A. DALLAIRE, P.E., ACTING DOUGLAS COUNTY ENGINEER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND IT IS TECHNICALLY CORRECT. FURTHERMORE, ALL IMPROVEMENTS AS REQUIRED BY THIS MAP ARE COMPLETE.

_____ 6.28.19
THOMAS A. DALLAIRE, P.E. DATE

ACTING DOUGLAS COUNTY ENGINEER

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PARTIES LISTED WITHIN THE OWNER'S CERTIFICATE ARE THE ONLY PARTIES OF RECORD HAVING AN INTEREST IN THE TRACTS OF LAND DEPICTED ON THIS MAP; THAT ALL OWNERS HAVE SIGNED THE OWNER'S CERTIFICATE; THAT THIS LAND IS FREE AND CLEAR OF ANY LIENS OR MORTGAGE HOLDERS EXCEPT AS LISTED IN THE FOLLOWING DOCUMENTS:

THERE ARE NO LIENS OR MORTGAGES

_____ 6-11-2019
BY: MARY DINSMORE, VICE PRESIDENT DATE

TITLE COMPANY: Western Title Co.

SURVEYOR'S CERTIFICATE:

I, DAVID D. WINCHELL, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF WILLIAM W. NICHOLS, MANAGING MEMBER OF MID TOWN VENTURES, LLC.
2. THE LANDS SURVEYED LIE WITHIN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M., AND THE SURVEY WAS COMPLETED ON MARCH 30, 2019.
3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

DAVID D. WINCHELL, NEVADA 2009 6/05/19
DAVID D. WINCHELL DATE

COMMUNITY DEVELOPMENT CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS REVIEWED AND APPROVED BY THE DOUGLAS COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT ON THE 28th DAY OF June, 2019; THAT THIS PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED; IN ADDITION, ALL OFFERS OF DEDICATION FOR PUBLIC RIGHTS-OF-WAY WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE. THE COUNTY ACCEPTS THE OFFER FOR DEDICATION FOR THE PUBLIC UTILITY EASEMENTS.

_____ 6.28.19
THOMAS A. DALLAIRE, P.E., DATE
COMMUNITY DEVELOPMENT DIRECTOR

COUNTY CLERK'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS PRESENTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT ON THE 28th DAY OF June, 2019, AND WAS DULY APPROVED. IN ADDITION ALL OFFERS OF DEDICATION FOR PUBLIC RIGHTS-OF-WAY WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE. THE COUNTY ACCEPTS THE OFFER FOR DEDICATION FOR THE PUBLIC UTILITY EASEMENTS.

_____ 7-2-19
KATHY LEWIS DATE
COUNTY CLERK

COUNTY TAX COLLECTOR'S CERTIFICATE:

I, KATHY LEWIS, DOUGLAS COUNTY CLERK-TREASURER AND EX-OFFICIO TAX COLLECTOR, DO HEREBY CERTIFY THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID.

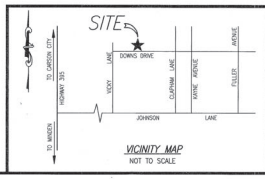
(1420-33-602-002)

_____, Senior Deputy Clerk/Treasurer
KATHY LEWIS DATE 7/15/19
COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE:

FILED THIS 16th DAY OF July, 2019, AT 58 MINUTES
PAST 10 O'CLOCK A M., AS DOCUMENT NUMBER 2019-931962
RECORDED AT THE REQUEST OF Mid Town Ventures LLC
RECORDING FEE: 37.00

_____ - DEPUTY
KAREN ELLISON, DOUGLAS COUNTY RECORDER



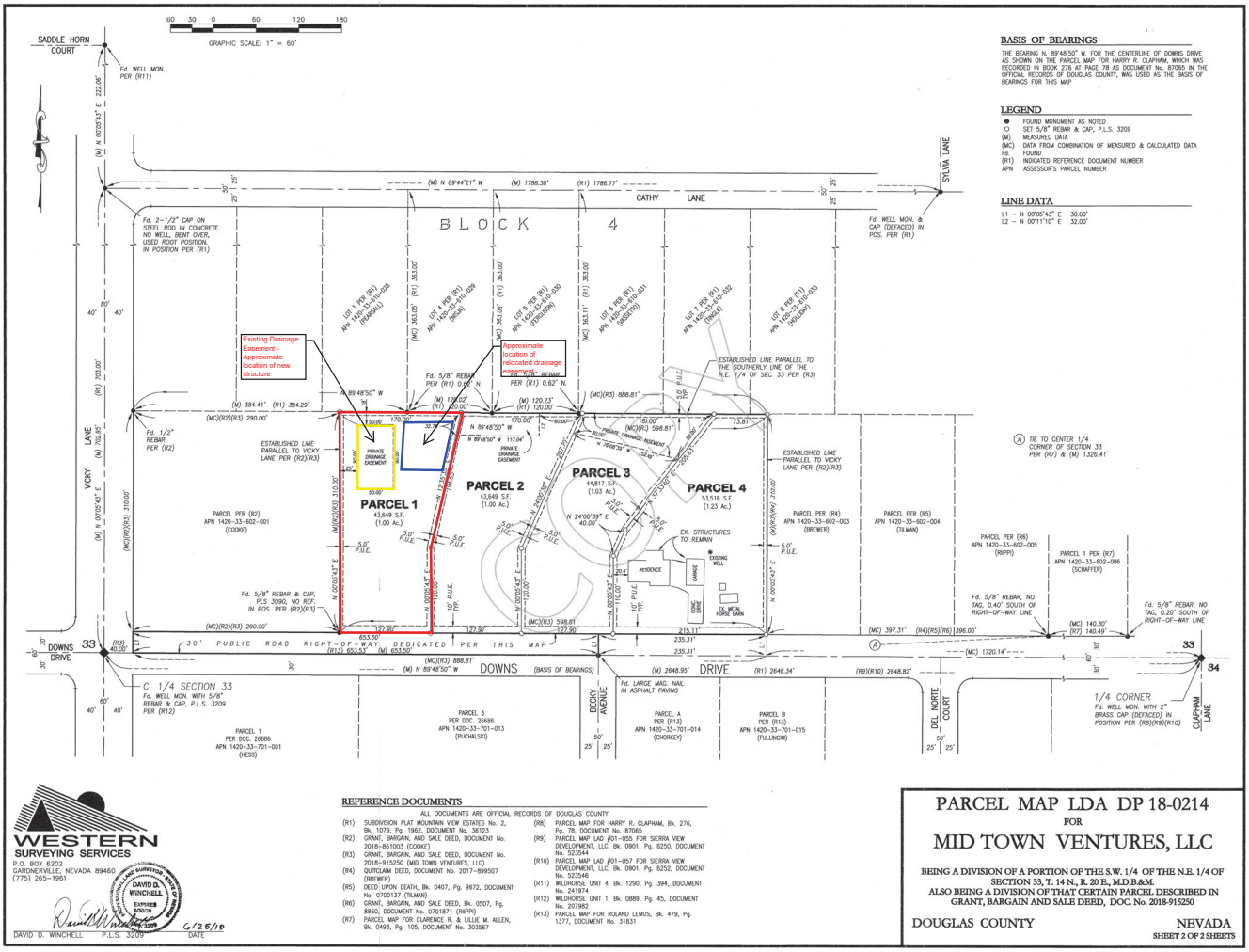
VICINITY MAP
NOT TO SCALE

PARCEL MAP LDA DP 18-0214
FOR
MID TOWN VENTURES, LLC

BEING A DIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 33, T. 14 N., R. 20 E., M.D.B.&M.
ALSO BEING A DIVISION OF THAT CERTAIN PARCEL DESCRIBED IN GRANT, BARGAIN AND SALE DEED, DOC. No. 2018-915250

DOUGLAS COUNTY NEVADA
SHEET 1 OF 2 SHEETS

MID TOWN VENTURES LLC DOC# 2019-931962 SEC 33 T14N R20E



BASIS OF BEARINGS

THE BEARING N. 89°48'50" W. FOR THE CENTERLINE OF DOWNS DRIVE AS SHOWN ON THE PARCEL MAP FOR HARRY R. CLAPHAM, WHICH WAS RECORDED IN BOOK 276 AT PAGE 78 AS DOCUMENT No. 87065 IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP

LEGEND

- ● FOUND MONUMENT AS NOTED
- O SET 5/8" REBAR & CAP, P.L.S. 3209
- (M) MEASURED DATA
- (MC) DATA FROM COMBINATION OF MEASURED & CALCULATED DATA
- Fd. FOUND
- (R1) INDICATED REFERENCE DOCUMENT NUMBER
- APN ASSESSOR'S PARCEL NUMBER

LINE DATA

L1 – N 00°05'43" E 30.00'
L2 – N 00°11'10" E 32.00'

WESTERN SURVEYING SERVICES
P.O. BOX 6202
GARDNERVILLE, NEVADA 89460
(775) 265-1961
DAVID D. WINCHELL EXPIRES 2/28/20 No. 3209
DAVID D. WINCHELL P.L.S. 3209 6/25/19 DATE

REFERENCE DOCUMENTS

ALL DOCUMENTS ARE OFFICIAL RECORDS OF DOUGLAS COUNTY

(R1) SUBDIVISION PLAT MOUNTAIN VIEW ESTATES No. 2, Bk. 1079, Pg. 1962, DOCUMENT No. 38123
(R2) GRANT, BARGAIN, AND SALE DEED, DOCUMENT No. 2018-861003 (COOKE)
(R3) GRANT, BARGAIN, AND SALE DEED, DOCUMENT No. 2018-915250 (MID TOWN VENTURES, LLC)
(R4) QUITCLAIM DEED, DOCUMENT No. 2017-899507 (BREWER)
(R5) DEED UPON DEATH, Bk. 0407, Pg. 9672, DOCUMENT No. 0700137 (TILMAN)
(R6) GRANT, BARGAIN, AND SALE DEED, Bk. 0507, Pg. 8860, DOCUMENT No. 0701871 (RIPPY)
(R7) PARCEL MAP FOR CLARENCE R. & LILLIE M. ALLEN, Bk. 0493, Pg. 105, DOCUMENT No. 303567
(R8) PARCEL MAP FOR HARRY R. CLAPHAM, Bk. 276, Pg. 78, DOCUMENT No. 87065
(R9) PARCEL MAP LAD #01-055 FOR SIERRA VIEW DEVELOPMENT, LLC, Bk. 0901, Pg. 8250, DOCUMENT No. 523544
(R10) PARCEL MAP LAD #01-057 FOR SIERRA VIEW DEVELOPMENT, LLC, Bk. 0901, Pg. 8252, DOCUMENT No. 523546
(R11) WILDHORSE UNIT 4, Bk. 1290, Pg. 394, DOCUMENT No. 241974
(R12) WILDHORSE UNIT 1, Bk. 0889, Pg. 45, DOCUMENT No. 207982
(R13) PARCEL MAP FOR ROLAND LEMUS, Bk. 479, Pg. 1377, DOCUMENT No. 31831

PARCEL MAP LDA DP 18-0214

FOR

MID TOWN VENTURES, LLC

BEING A DIVISION OF A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 33, T. 14 N., R. 20 E., M.D.B.&M.
ALSO BEING A DIVISION OF THAT CERTAIN PARCEL DESCRIBED IN GRANT, BARGAIN AND SALE DEED, DOC. No. 2018-915250

DOUGLAS COUNTY NEVADA

SHEET 2 OF 2 SHEETS

MID TOWN VENTURES LLC DOC# 2019-931962 SEC 33 T14N R20E

D. DP 18-0214 Conditions of Approval

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Planning Division
Louis Cariola Acting Planning Manager

775-782-6200
FAX: 775-782-6297
Website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

November 14, 2018

MAIL DELIVERED

FILED
2018 NOV 16 AM 10:46
DOUGLAS COUNTY
CLERK
BY _____ DEPUTY

William Nichols
Mid-Town Ventures, LLC
220 Sheridan Creek Court
Gardnerville, NV 89460

RE: Land Division Application DP 18-0214; for Mid-Town Ventures, LLC
Located at 1314 Downs Drive, Minden, NV; APN: 1420-33-602-002

Dear Mr. Nichols:

On November 8, 2018, the Douglas County Administrative Hearing Panel approved (3-0), Land Division Application DP 18-0214, for Mid-Town Ventures, LLC, for a Tentative Parcel Map to divide 4.26 acres into four parcels, the smallest being 1.03 acres and the largest 1.09 acres in size, using the provision of Douglas County Code Section 20.712, *Tentative Parcel Map.* The subject parcel is located at 1314 Downs Drive, in the SFR-1 (Single-Family Residential, 1-acre minimum net parcel size) zoning district in the Johnson Lane Community Plan (APN 1420-33-602-002).

A condition of approval that has been changed is struck through.

A. THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO FINAL MAP SUBMITTAL:

Engineering Division Condition(s)

A 1. The applicant must submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
   a. The applicant must submit civil improvement plans in conformance with Division 2 *Improvement Plans*.
   b. The applicant must submit a final technical drainage report and plans meeting the requirements of Division 6 *Storm Drainage* and Appendix D *Storm Drainage Details*. Applicant may use private parcel BMP to infiltrate 150% of the 25-year 24-hour storm in lieu of above ground basins if desired.
   c. The plans must show all necessary drainage easements and identify them as private.

A 2. The development will be served by a public water system, and the following conditions apply:

a. The applicant must meet the requirements of the "Water Will Serve" letter or other letter of intent to serve.
b. Water lines must meet the requirements of Division 4 *Water Systems* and Appendix B *Water System Details*.
~~c.~~ 8-inch water main must be extended along the entire frontage of the parcel which includes the undedicated frontage extending to Vicki Lane. ~~Applicant shall connect to the main in Vicki Lane to complete the looped connection.~~
d. For Douglas County water systems, the applicant will submit a water system model report pursuant to DCDCIS, Division 4, Section 4.2, including fire district fire flow requirements.
e. An administrative fee of five hundred dollars ($500.00) must be paid to the County for dedication of water rights, per Resolution No. 2007R-038.

A 3. The development will be served by a public sewer system, and the following conditions apply:
a. The applicant must meet the requirements of the "Sewer Will Serve" letter or other letter of intent to serve.
b. Sewer lines must meet the requirements of Division 5 Sewer Systems and Appendix C Sewer System Details or standards from other applicable agencies.

A 4. The applicant must meet the water rights requirements in Douglas County Code, Section 20.100.040, by payment of a fee in lieu of dedication of 1.12 acre-feet per parcel to Douglas County for a total of 3.36_acre-feet (calculated as: 3 parcels x 1.12 acre-feet of water rights per parcel).

A 5. The applicant must provide a paved pullout for a new cluster mailbox location. If a new cluster mailbox location is not required, then the applicant must be responsible for providing documentation to that effect from the U.S. Postal Service.

A 6. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.

A 7. Applicant must dedicate the additional right of way from Becky Avenue west to Vicky Lane. The applicant shall dedicate right of way necessary to provide 60-feet of right of way for Downs Drive, however in no case is the applicant responsible to dedicate more than 30-feet north of the Downs Drive Centerline.

B. THE FOLLOWING CONDITIONS MUST BE MET WITH THE SUBMITTAL OF A FINAL MAP:

Engineering Division Condition(s)

B 1. The Final Map must show the following:
a. An easement for any new cluster mailbox location. (See Condition A5)
b. Identify and delineate earthquake faults, and identify "Restricted Use Area(s)."

c. For earthquake faults, the building setback must be a 50-foot minimum or otherwise based on the geotechnical engineer's recommendation. A metes and bounds or other retraceable description of the restricted use area must be shown on the map.
d. Drainage easements necessary to mitigate onsite, offsite, and cross-lot drainage impacts. All drainage easements not accepting flow from a public right-of-way must be shown as private.

B 2. The Final Map must provide notes that read as follows:
a. A seven and one-half (7.5) foot wide public utility easement along all road frontage and a five (5) foot wide public utility easement along the side and rear lot lines is hereby dedicated to Douglas County.
b. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
c. The Community Development Certificate must state, In addition all offers of dedication for public rights-of-way were rejected with the reservation to accept said offers at a later date. The County accepts the offer for dedication for the public utility easements.
d. The subject property lies within the "X-Shaded" flood zone, per community FIRM Panel No.32005C0090H, effective date 2016.
e. All construction and development must comply with Douglas County Code, Chapter 20.50 *Floodplain Management.*
f. Maintenance of all drainage facilities and easements must be the responsibility of the individual property owners or other private entity, including a homeowner's association. Douglas County rejects any offer of dedication of drainage facilities or drainage easements.
g. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency.
h. No secondary power is provided and it is the responsibility of the parcel owner to provide the facilities and connections required by the power provider for secondary power, including connection fees, transformers, poles and line extensions.
i. No rock shall be placed within the public right of way maintained by Douglas County.

Planning Division Condition(s)

B 3. The applicant must submit documentation that all property taxes and any agricultural liens of the property have been paid in full for the current fiscal year.

B 4. The applicant must comply with the Final Map requirements as prescribed by NRS 278 and Douglas County Code, Section 20.712 *Parcel Maps.*

B 5. The applicant must submit an affidavit stating that the person proposing to divide the land, or any successor in interest, will make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923.

C. THE FOLLOWING CONDITION IS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:

Planning Division Condition

C 1. This Tentative Parcel Map approval will expire one year from the date of approval if a final map application that conforms to all the conditions of approval is not recorded prior to the expiration date. Extensions of time may be granted in accordance with Douglas County Code, Section 20.712.030.

The applicant may submit two copies of the draft final maps to the Engineering Division for a Technical Map Review, prior to final map submittal. This expedites the final map submittal process by allowing both the Engineering and Planning Divisions to review the final map to the Conditions of Approval, Nevada Revised Statutes 278, and County Code.

Should you be aggrieved by any portion of this decision, you have until 3:00 PM, November 30, 2018 to file an Appeal of Decision Application and applicable fees with the Community Development Department.

If you should have any questions, please contact me at (775) 782-6218.

Sincerely,

Lucille Rao

Lucille Rao, Assistant Planner
Douglas County Community Development

Cc:
David Winchell, Western Surveying Services
Erik Nilssen, County Engineer
Douglas County Clerk
File

E. Site Drainage Summary – New Retention Volume

Resource Concepts Inc
Engineering • Surveying • Water Rights
Resource & Environmental Services
www.rci-nv.com

CARSON CITY OFFICE
340 N. Minnesota St.
Carson City, NV 89703-4152
Ph: 775 / 883-1600
Fax: 775 / 883-1656

Memorandum

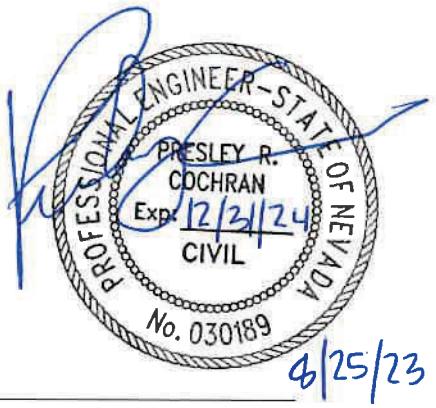
DATE: August 25, 2023

TO: Jeremy Hutchings PE, County Engineer
Douglas County Community Development – Engineering
P.O. Box 218, 1594 Esmerelda Avenue, Minden, Nevada 89423
engineering@douglasnv.us

FROM: Presley Cochran, PE

RCI PROJECT: Joshua Debene – 1310 Downs Drive [RCI Project No. 22-220]

SUBJECT: Site Drainage Summary – New Retention Basin Volume



This letter and summary support the new 40' x 50' shed slab to be constructed at 1310 Downs Drive, Minden, NV 89449 and the relocation of the existing retention basin from the back left (northwest) corner of the parcel to the back right (northeast) corner of the parcel. No off-site drainage areas or influence were analyzed and as such, only an on-site drainage evaluation was performed. The result of our analysis verifies that the new retention basin is sized to adequately accommodate all on-site storm drainage and the site has adequate slope for on-site flows to be routed to the new basin location.

It is important to note that at the time of the site survey, the existing retention basin at the northwest corner of the parcel was filled in and therefore its size could not be verified.

Project Site Information:

- **Address:** 1310 Downs Drive, Minden, NV 89423
- **APN:** 1420-33-602-009
- **Parcel Area:** 1.00 acre → 43,649 SF
- **Ex. Improvements:** House, Garage, and Driveway
- **Prop. Improvements:** New 40' x 50' shed on a concrete slab, relocating retention basin
- **Soils:** Haybourne Loam, 0 to 2 percent slopes

Drainage Area	Total Area	Impervious Area	25-Year Volume CF	1.5 x 25-Year Volume CF
1	0.14 acres	0.02 acres	53.20	79.80
2	0.50 acres	0.10 acres	215.50	323.25
3	0.30 acres	0.04 acres	142.60	213.90
4	0.06 acres	0.00 acres	8.70	13.05
			Total Retention Volume Required	**630 CF**

Note: Rational Method peak flow calculations are attached for reference.

Proposed Retention Basin:

- **Dimensions** 44' x 26' x 2' deep
- **Required Storage Volume** 630 CF
- **Total Basin Volume** 1,760 CF
- **Provided Freeboard** 1.0'

A separate drainage easement document will be prepared and recorded for the site that encompasses the proposed detention basin.

Attachments:

Rational Method Calculations
Site Drainage Map

Cc:

Joe Cacioppo, PE	joe@rci-nv.com
Todd Enke, PLS	todd@rci-nv.com
Joshua Debene, Owner	jdebene623@gmail.com

Joshua Debene Peak Flow & Storage Calculations On-Site

SITE DRIANEGE

Project No. 22-220.2

Time of Concentration: Peak Flow Analysis

Find: Pre- & Post-Development Peak flows & Storage volumes for the following storm events

a. 2-Year
b. 5-Year
c. 25-Year
f. 100-Year

Area 1

Given:

Total Property Area =	0.14	acres
Impervious Area =	0.02	acres
Remaining Area =	0.12	acres

Assumptions: Run-off coeficients are as follows:

C =	0.35	for existing disturbed and compacted conditions
C =	0.95	for impervious surfaces (asphalt & concrete)

Equations: General equations are as follows:

Rational Method:

$Q = C * I * A$

where

Q = Peak Flow (cfs)
C = Run-Off Coefficient (unitless)
I = Rainfall Intensity (in/hr)
A = Drainage Area (acres)

Intensities are obtained from the Time of Concentration, in conjunction with the National Weather Service, NOAA Atlas 14.

Time of Concentration: Peak Flow Analysis

Equations (Cont):

Time of Concentration (Tc): Sheet Flow Only

$Tc = [0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$ (ref. NRCS Kinematic Eq.)

where

n = Manning's Roughness Coefficient (unitless)
L = Flow Length (ft)
P = 2-Yr, 24-Hr Precipitation (in)
S = Slope of Hydraulic Grade Line (ft/ft)

Time of Concentration (Tc): Shallow Concentrated or Open Channel Flow

$Tc = L / v$ (ref. NRCS TR-55)

where

L = Flow Length (ft)
v = Velocity (fps)
where
v = $16.1345 * (S)^{0.5}$ For Unpaved Areas
v = $20.3282 * (S)^{0.5}$ For Paved Areas

Solution:

Tc = $[0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$
$[0.007 * (0.06 * 36)^{0.8}] / [1.29^{.5} * 0.0053^{.4}]$
0.09 hr (Sheet Flow)
334.16 seconds
Tc = Length (ft) / Velocity (fps)
v = $16.1345 * (0.008)^{0.5}$
1.44 fps (Unpaved)
L = 103 ft

Tc = 71.37 seconds

Tc (total) = 405.54 seconds
6.76 minutes
0.11 hours

Time of Concentration: Peak Flow Analysis

Solution (Cont): For Tc = 10.0 minutes. Intensities are as follows:

Event	2-Yr	5-Yr	25-Yr	100-Yr
Intensity	0.96	1.28	2.13	3.19

Rational Method					
Storm Event	Run-Off Coefficient 'C'	Rainfall Intensity 'I'	Drainage Area 'A'	Peak Flow 'Q'	Volume 'Vol' (ft^3)
2	0.44	0.96	0.14	0.06	24.0
5	0.44	1.28	0.14	0.08	32.0
25	0.44	2.13	0.14	0.13	53.2
100	0.44	3.19	0.14	0.20	79.7

Joshua Debene - Peak Flow & Storage Calculations On-Site

SITE DRIANEGE

Project No. 22-220.2

Time of Concentration: Peak Flow Analysis

Find: Pre- & Post-Development Peak flows & Storage volumes for the following storm events

a. 2-Year
b. 5-Year
c. 25-Year
f. 100-Year

Area 2

Given:

Total Property Area =	0.50	acres
Impervious Area =	0.10	acres
Remaining Area =	0.40	acres

Assumptions: Run-off coeficients are as follows:

C =	0.35	for existing disturbed and compacted conditions
C =	0.95	for impervious surfaces (asphalt & concrete)

Equations: General equations are as follows:

Rational Method:

$Q = C * I * A$

where

Q = Peak Flow (cfs)
C = Run-Off Coefficient (unitless)
I = Rainfall Intensity (in/hr)
A = Drainage Area (acres)

Intensities are obtained from the Time of Concentration, in conjunction with the National Weather Service, NOAA Atlas 14.

Time of Concentration: Peak Flow Analysis

Equations (Cont):

Time of Concentration (Tc): Sheet Flow Only

$Tc = [0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$ (ref. NRCS Kinematic Eq.)

where

n = Manning's Roughness Coefficient (unitless)
L = Flow Length (ft)
P = 2-Yr, 24-Hr Precipitation (in)
S = Slope of Hydraulic Grade Line (ft/ft)

Time of Concentration (Tc): Shallow Concentrated or Open Channel Flow

$Tc = L / v$ (ref. NRCS TR-55)

where

L = Flow Length (ft)
v = Velocity (fps)
where
v = $16.1345 * (S)^{0.5}$ For Unpaved Areas
v = $20.3282 * (S)^{0.5}$ For Paved Areas

Solution:

Tc = $[0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$
$[0.007 * (0.06 * 100)^{0.8}] / [1.29^{.5} * 0.0137^{.4}]$
0.07 hr (Sheet Flow)
243.66 seconds
Tc = Length (ft) / Velocity (fps)
v = $16.1345 * (0.009)^{0.5}$
1.53 fps (Unpaved)
L = 286 ft

Tc = 186.85 seconds

Tc (total) = 430.51 seconds
7.18 minutes
0.12 hours

Time of Concentration: Peak Flow Analysis

Solution (Cont): For Tc = 10.0 minutes. Intensities are as follows:

Event	2-Yr	5-Yr	25-Yr	100-Yr
Intensity	0.96	1.28	2.13	3.19

Rational Method					
Storm Event	Run-Off Coefficient 'C'	Rainfall Intensity 'I'	Drainage Area 'A'	Peak Flow 'Q'	Volume 'Vol' (ft^3)
2	0.47	0.96	0.50	0.23	97.1
5	0.47	1.28	0.50	0.30	129.5
25	0.47	2.13	0.50	0.50	215.5
100	0.47	3.19	0.50	0.75	322.7

Joshua Debene - Peak Flow & Storage Calculations On-Site

SITE DRIANEGE

Project No. 22-220.2

Time of Concentration: Peak Flow Analysis

Find: Pre- & Post-Development Peak flows & Storage volumes for the following storm events

a. 2-Year
b. 5-Year
c. 25-Year
f. 100-Year

Area 3

Given:

Total Property Area =	0.30	acres
Impervious Area =	0.04	acres
Remaining Area =	0.26	acres

Assumptions: Run-off coeficients are as follows:

C =	0.35	for existing disturbed and compacted conditions
C =	0.95	for impervious surfaces (asphalt & concrete)

Equations: General equations are as follows:

Rational Method:

$Q = C * I * A$

where

Q = Peak Flow (cfs)
C = Run-Off Coefficient (unitless)
I = Rainfall Intensity (in/hr)
A = Drainage Area (acres)

Intensities are obtained from the Time of Concentration, in conjunction with the National Weather Service, NOAA Atlas 14.

Time of Concentration: Peak Flow Analysis

Equations (Cont):

Time of Concentration (Tc): Sheet Flow Only

$Tc = [0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$ (ref. NRCS Kinematic Eq.)

where

n = Manning's Roughness Coefficient (unitless)
L = Flow Length (ft)
P = 2-Yr, 24-Hr Precipitation (in)
S = Slope of Hydraulic Grade Line (ft/ft)

Time of Concentration (Tc): Shallow Concentrated or Open Channel Flow

$Tc = L / v$ (ref. NRCS TR-55)

where

L = Flow Length (ft)

v = Velocity (fps)

where

v = $16.1345 * (S)^{0.5}$ For Unpaved Areas

v = $20.3282 * (S)^{0.5}$ For Paved Areas

Solution:

Tc = $[0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$

$[0.007 * (0.06 * 65)^{0.8}] / [1.29^{.5} * 0.0148^{.4}]$

0.10 hr (Sheet Flow)

355.51 seconds

Tc = Length (ft) / Velocity (fps)

v = $16.1345 * (0.009)^{0.5}$

1.53 fps (Unpaved)

L = 250 ft

Tc = 163.33 seconds

Tc (total) = 518.84 seconds

8.65 minutes

0.14 hours

Time of Concentration: Peak Flow Analysis

Solution (Cont): For Tc = 10.0 minutes. Intensities are as follows:

Event	2-Yr	5-Yr	25-Yr	100-Yr
Intensity	0.96	1.28	2.13	3.19

Rational Method

Storm Event	Run-Off Coefficient 'C'	Rainfall Intensity 'I'	Drainage Area 'A'	Peak Flow 'Q'	Volume 'Vol' (ft^3)
2	0.43	0.96	0.30	0.12	64.3
5	0.43	1.28	0.30	0.17	85.7
25	0.43	2.13	0.30	0.27	142.6
100	0.43	3.19	0.30	0.41	213.5

Joshua Debene - Peak Flow & Storage Calculations On-Site

SITE DRIANEGE

Project No. 22-220.2

Time of Concentration: Peak Flow Analysis

Find: Pre- & Post-Development Peak flows & Storage volumes for the following storm events

a. 2-Year
b. 5-Year
c. 25-Year
f. 100-Year

Area 4

Given:

Total Property Area =	0.06	acres
Impervious Area =	0.00	acres
Remaining Area =	0.06	acres

Assumptions: Run-off coeficients are as follows:

C =	0.35	for existing disturbed and compacted conditions
C =	0.95	for impervious surfaces (asphalt & concrete)

Equations: General equations are as follows:

Rational Method:

$Q = C * I * A$

where

Q = Peak Flow (cfs)
C = Run-Off Coefficient (unitless)
I = Rainfall Intensity (in/hr)
A = Drainage Area (acres)

Intensities are obtained from the Time of Concentration, in conjunction with the National Weather Service, NOAA Atlas 14.

Time of Concentration: Peak Flow Analysis

Equations (Cont):

Time of Concentration (Tc): Sheet Flow Only

$Tc = [0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$ (ref. NRCS Kinematic Eq.)

where

n = Manning's Roughness Coefficient (unitless)
L = Flow Length (ft)
P = 2-Yr, 24-Hr Precipitation (in)
S = Slope of Hydraulic Grade Line (ft/ft)

Time of Concentration (Tc): Shallow Concentrated or Open Channel Flow

$Tc = L / v$ (ref. NRCS TR-55)

where

L = Flow Length (ft)

v = Velocity (fps)

where

v = $16.1345 * (S)^{0.5}$ For Unpaved Areas

v = $20.3282 * (S)^{0.5}$ For Paved Areas

Solution:

Tc = $[0.007 * (n * L)^{0.8}] / [P^{0.5} * S^{0.4}]$

$[0.007 * (0.06 *24)^{0.8}] / [1.29^{.5} * 0.0216^{.4}]$

0.04 hr (Sheet Flow)

137.73 seconds

Tc = Length (ft) / Velocity (fps)

v = $16.1345 * (0.037)^{0.5}$

3.10 fps (Unpaved)

L = 34 ft

Tc = 10.96 seconds

Tc (total) = 148.68 seconds

2.48 minutes

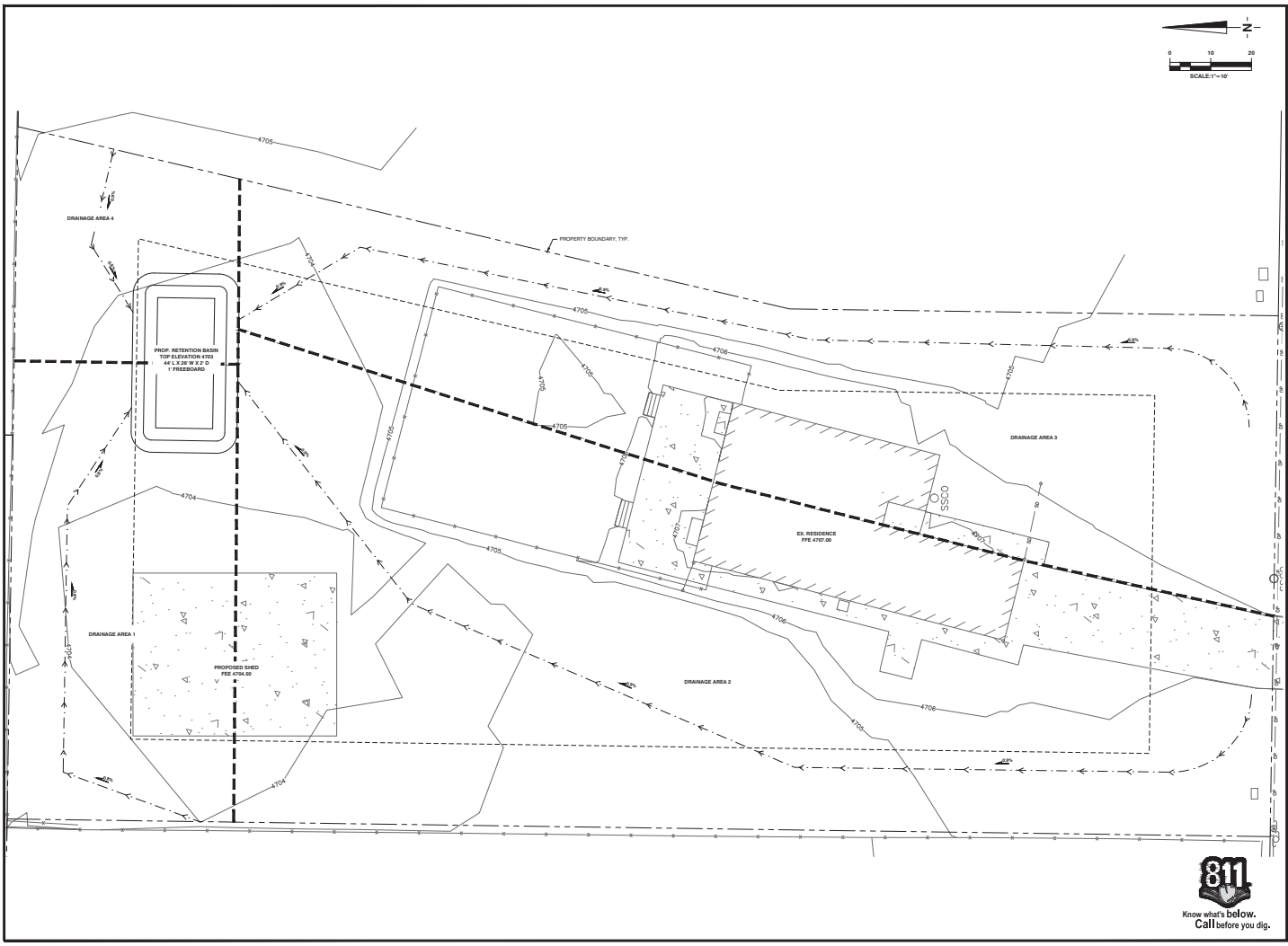
0.04 hours

Time of Concentration: Peak Flow Analysis

Solution (Cont): For Tc = 5.0 minutes. Intensities are as follows:

Event	2-Yr	5-Yr	25-Yr	100-Yr
Intensity	1.26	1.69	2.80	4.19

Rational Method					
Storm Event	Run-Off Coefficient 'C'	Rainfall Intensity 'I'	Drainage Area 'A'	Peak Flow 'Q'	Volume 'Vol' (ft^3)
2	0.35	1.26	0.06	0.03	3.9
5	0.35	1.69	0.06	0.04	5.3
25	0.35	2.80	0.06	0.06	8.7
100	0.35	4.19	0.06	0.09	13.1



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Resources ♦ Environmental Services
www.rci-nv.com

Carson City
340 N. Minnesota St.
Carson City, NV 89703
775-883-1600

Lake Tahoe
270 Kingsbury Grade, Suite 206
P.O. Box 5152
Stateline, NV 89449
775-588-1600

RCI
Resource Concepts Inc.

REVISION	DATE

JOSHUA DEBEN
1310 DOWNS DRIVE
APN 1420-33-602-009
Minden, Nevada

SITE DRAINAGE PLAN

PRESLEY R. COCHRAN
EXP. 12/31/24
CIVIL
8/25/2023

JOB NO.:	22-220.2
DATE:	08-25-2023
DESIGNED:	PRC
DRAWN:	PRC
CHECKED:	JEC

SHEET 1

F. Public Noticing of Certificate of Amendment

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

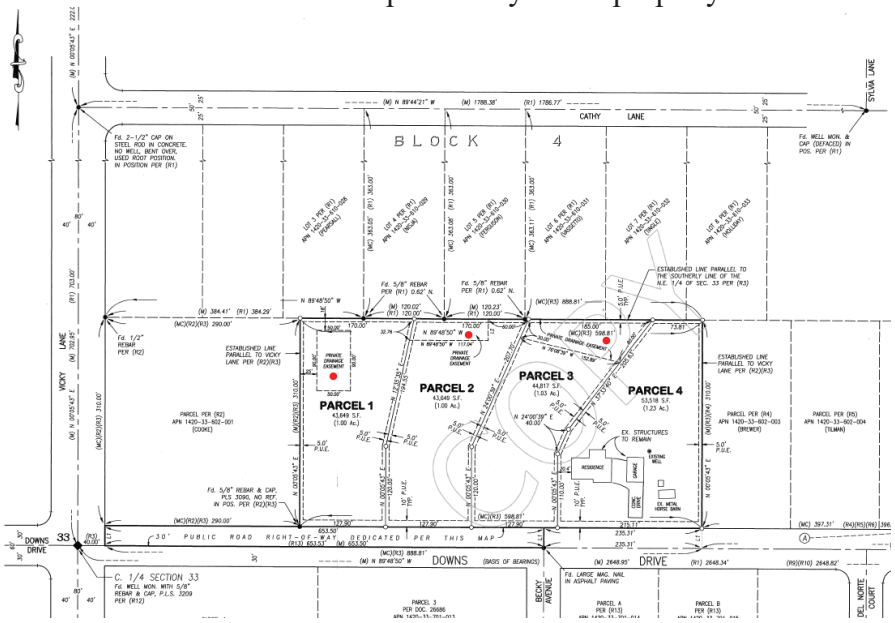
Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

February 28, 2024

RE: Notice – Certificate of Amendment for Mid-Town Ventures (DP 18-0214)

Dear Property Owner,

Your parcel was part of Land Division Application DP 18-0214 which was a parcel map that recorded in 2019 as Document Number 2019-931962. This parcel map identified private drainage easements on Parcels 1, 2 and 3 as shown in the screen capture below. However, while implied, the parcel map did not state the beneficiary of the drainage easements. In order to clarify this issue, Douglas County is proposing to record the attached Certificate of Amendment identifying Douglas County as the beneficiary and the maintenance will be the responsibility of the property owner.



Please review this letter and the attached draft of the Certificate of Amendment. If you have any objections or concerns you may provide written comments to me via email at jhutchings@douglasnv.us or at the address above. I am also available to discuss the matter at the phone number listed above.

If there are no objections raised on or prior to March 31, 2024 the Certificate of Amendment will be finalized and recorded with the Douglas County Recorder's office.

Sincerely,

Jeremy J. Hutchings, PE
County Engineer

When Recorded Mail To:
DOWL
5510 Longley Lane,
Reno, NV 89511

February 7, 2024

Mr. Jeremy J. Hutchings, P.E.
Douglas County Engineer
1594 Esmeralda Avenue,
Minden, NV 89423

CERTIFICATE OF AMENDMENT

Document: Parcel Map LDA DP 18-0214 for "Mid Town Ventures, LLC", Document No. 2019-931962, recorded on July 16, 2019, filed in the Official Records of Douglas County.

Legal Description: Situate within a portion of the Northeast One-Quarter (NE 1/4) of Section 33, Township 14 North, Range 20 East, M.D.M., Douglas County, State of Nevada.

Dear Mr. Hutchings,

Please be advised that in accordance with N.R.S. 278.473, I, Kaitlin S. Constantine, a Professional Land Surveyor, Nevada Certificate No. 30222, having been duly appointed by the Douglas County Engineer, Jeremy J. Hutchings, to prepare and record this Certificate of Amendment. I am notifying you of the following omission to be added on the above referenced plat:

1. The following note shall be added to Sheet 1:
   "J. The private drainage easements as shown on Sheet 2 are for the benefit of Douglas County, but are to be maintained by the individual property owner."

The correction of omission does not change or purport to change the physical location of any survey monument, property line, or boundary line.

_____
Kaitlin S. Constantine, P.L.S.
Nevada Certificate No. 30222

DOUGLAS COUNTY STATEMENT:

I have examined the Certificate of Amendment and the changes to the original document specified therein, and I am satisfied that this Certificate of Amendment so amends or corrects the original document.

_____

Jeremy J. Hutchings, P.E.
County Engineer

COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.
County Engineer
jhutchings@douglasnv.us
775.782.9063
www.douglascountynv.gov

Mid-Town Ventures Certificate of Amendment

List of Property Owners within Subdivision

APN: 1420-33-602-009
Debene, Joshua & Michelle
1310 Downs Drive
Minden, NV 89423

APN: 1420-33-602-010
Cates, David & Charlene
1618 El Campo Drive
Concord, CA 94519

APN: 1420-33-602-011
Goodwin, Jeffrey & Stacie
1320 Downs Drive
Minden, NV 89423

APN: 1420-33-602-012
Hadlock, Jordan & Catherine
1324 Downs Drive
Minden, NV 89423

7022 0410 0001 3894 8582

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☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ .64
Total Postage and Fees $ 8.69

Sent To Jeffrey & Stacie Goodwin
Street and Apt. No., or PO Box No. 1320 Downs DR
City, State, ZIP+4® Minden, NV 89423

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

#34
RECEIVED FEB 28 2024 $3.65
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
Postmark Here FEB 28 2024 UNITED STATES POST OFFICE MINDEN NEVADA 89423

7022 0410 0001 3894 8575

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☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ .64
Total Postage and Fees $ 8.69

Sent To David & Charlene Cates
Street and Apt. No., or PO Box No. 1618 El Campo Dr
City, State, ZIP+4® Concord, CA 94519

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

#34
RECEIVED FEB 28 2024 $3.65
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
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7022 0410 0001 3894 8568

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Certified Mail Fee $ 4.40
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ .64
Total Postage and Fees $ 8.69

Sent To Jordan & Catherine Hadlock
Street and Apt. No., or PO Box No. 1324 Downs DR.
City, State, ZIP+4® Minden, NV 89423

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

#34
RECEIVED FEB 28 2024 $3.65
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
Postmark Here FEB 28 2024 UNITED STATES POST OFFICE MINDEN NEVADA 89423

7022 0410 0001 3894 8599

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Certified Mail Fee $ 4.40
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ .64
Total Postage and Fees $ 8.69

Sent To Joshua & Michelle Debene
Street and Apt. No., or PO Box No. 1310 DOWNS DR.
City, State, ZIP+4® Minden NV. 89423

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

#34
RECEIVED FEB 28 2024 $3.65
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
Postmark Here FEB 28 2024 UNITED STATES POST OFFICE MINDEN NEVADA 89423

G. Certificate of Amendment

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/COMMUNITY DEVELOPMENT

2024-1006877
04/19/2024 02:14 PM
Pgs=3

00180180202410068770030031

SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Jeremy Hutchings

Address: Community Development

City/State/Zip: _____

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Cert. of Amendment

Title of Document (required)

Please complete the Affirmation Statement below:

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

☐ **Affidavit of Death** – NRS 440.380 (1)(A) & NRS 40.525 (5) ☐ **Military Discharge** – NRS 419.020 (2)

☐ **Other** NRS_____ (state specific law)

-OR-

☒ I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Signature

Jeremy J. Hutchings

Printed Name

This document is being (re-)recorded to correct document #_____, and is correcting

_____

_____

_____.

When Recorded Mail To:
DOWL
5510 Longley Lane,
Reno, NV 89511

RECEIVED
APR 19 2024
DOUGLAS CO
MUNITY DEV

April 16, 2024

Mr. Jeremy J. Hutchings, P.E.
Douglas County Engineer
1594 Esmeralda Avenue,
Minden, NV 89423

CERTIFICATE OF AMENDMENT

Document: Parcel Map LDA DP 18-0214 for "Mid Town Ventures, LLC", Document No. 2019-931962, recorded on July 16, 2019, filed in the Official Records of Douglas County.

Legal Description: Situate within a portion of the Northeast One-Quarter (NE 1/4) of Section 33, Township 14 North, Range 20 East, M.D.M., Douglas County, State of Nevada.

Dear Mr. Hutchings,

Please be advised that in accordance with N.R.S. 278.473, I, Kaitlin S. Constantine, a Professional Land Surveyor, Nevada Certificate No. 30222, having been duly appointed by the Douglas County Engineer, Jeremy J. Hutchings, to prepare and record this Certificate of Amendment. I am notifying you of the following omission to be added on the above referenced plat:

1. The following note shall be added to Sheet 1:
   "J. The private drainage easements as shown on Sheet 2 are for the benefit of Douglas County, but are to be maintained by the individual property owner."

The correction of omission does not change or purport to change the physical location of any survey monument, property line, or boundary line.

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
KAITLIN S. CONSTANTINE
Exp: 12/31/24
No. 30222

Kaitlin S. Constantine, P.L.S.
Nevada Certificate No. 30222

4/16/24

DOUGLAS COUNTY STATEMENT:

I have examined the Certificate of Amendment and the changes to the original document specified therein, and I am satisfied that this Certificate of Amendment so amends or corrects the original document.

Jeremy J. Hutchings, P.E.
County Engineer



04.19.24

APN: 1420-33-602-009

MAIL TO:

Joshua DeBene
Michelle DeBene
1310 Downs Dr.
Minden, NV 89423

EASEMENT RELOCATION AGREEMENT

THIS AGREEMENT made this _____, day of _____, 2024 by Joshua DeBene and Michelle DeBene, husband and wife as joint tenants with right of survivorship, do hereby wish to relocate the drainage easement affecting the herein described property, upon the following terms and conditions.

W I T N E S S E T H:

WHEREAS, Joshua DeBene and Michelle DeBene, are the owners of the real property described in Document No. 2019-934275, recorded August 26, 2019, Official Records of Douglas County, State of Nevada more particularly described as follows;

Parcel 1 as shown on Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 16, 2019, as Document no. 2019-931962, Official Records and as amended by Certificate of Amendment recorded April 19, 2024 as Document No. 2024-1006877, Official Records of Douglas County, State of Nevada.

WHEREAS, the drainage easement affecting the herein above described property was created by Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada, on July 16, 2019, as Document no. 2019-931962, Official Records, which map was subsequently amended by a Certificate of Amendment for the purpose of adding the following note to sheet 1: "J. The private drainage easements as shown on sheet 2 are for the benefit of Douglas County, but are to be maintained by the individual property owner."

WHEREAS, Joshua DeBene and Michelle DeBene, desire to relocate the drainage easement to the new location as described in legal description and exhibit attached hereto and have provided Douglas County with a drainage summary showing the new location can accommodate the storm drainage and Douglas County has reviewed the drainage summary and finds that the new location for the drainage easement is equivalent to or exceeds the capacity of the original location.

NOW, THEREFORE, it is hereby agreed as follows:

1. Joshua DeBene and Michelle DeBene, and Douglas County do hereby agree to amend and relocate the drainage easement to the area as described in the attached legal description and exhibit.
2. The drainage easement described in the attached legal description and exhibit is for the benefit of Douglas County but is to be maintained by the individual property owner.

TO HAVE AND TO HOLD unto the said parties and to the heirs, successors in interest, assigns, and transferees thereof, forever.

IN WITNESS WHEREOF, the parties have caused these presents to be executed

on_____, 2024

_____

Joshua DeBene

_____

Michelle DeBene

Douglas County

_____

Wes Rice, Chairman

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

State of_____}
} ss.
County of_____}

On _____personally appeared before me, a Notary Public,
_____
_____
_____
who acknowledged that __he__ executed the above instrument.

Signature _____
(Notary Public)

DESCRIPTION
(Over A.P.N. 1420-33-602-009)

All that certain real property situate within a portion of the southwest one-quarter of the northeast one-quarter (SW ¼ NE ¼) of Section 33, Township 14 North, Range 20 East, MDM, Douglas County, Nevada, described as follows:

A portion of Parcel 1 as shown on the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, filed for record July 16, 2019, in the Office of the Douglas County Recorder as Document No. 931962, being more particularly described as follows:

COMMENCING at the northeast corner of said Parcel 1, as shown on said map, thence leaving said northeast corner, South 51°59'11" West, 38.72 feet to the **POINT OF BEGINNING;**

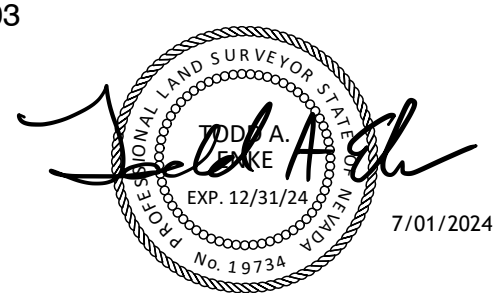
Thence along the following four (4) courses and distances:

South 00°11'00" West, a distance of 36.00 feet;
North 89°48'50" West, a distance of 54.00 feet;
North 00°11'00" East, a distance of 36.00 feet;
South 89°48'50" East, a distance of 54.00 feet to the **POINT OF BEGINNING,** containing an area of 1,944 square feet, more or less.

Basis of Bearings

The basis of bearings for this description is identical to the Parcel Map LDA DP 18-0214 for Mid Town Ventures, LLC, filed for record July 16, 2019, in the Office of the Douglas County Recorder as Document No. 931962.

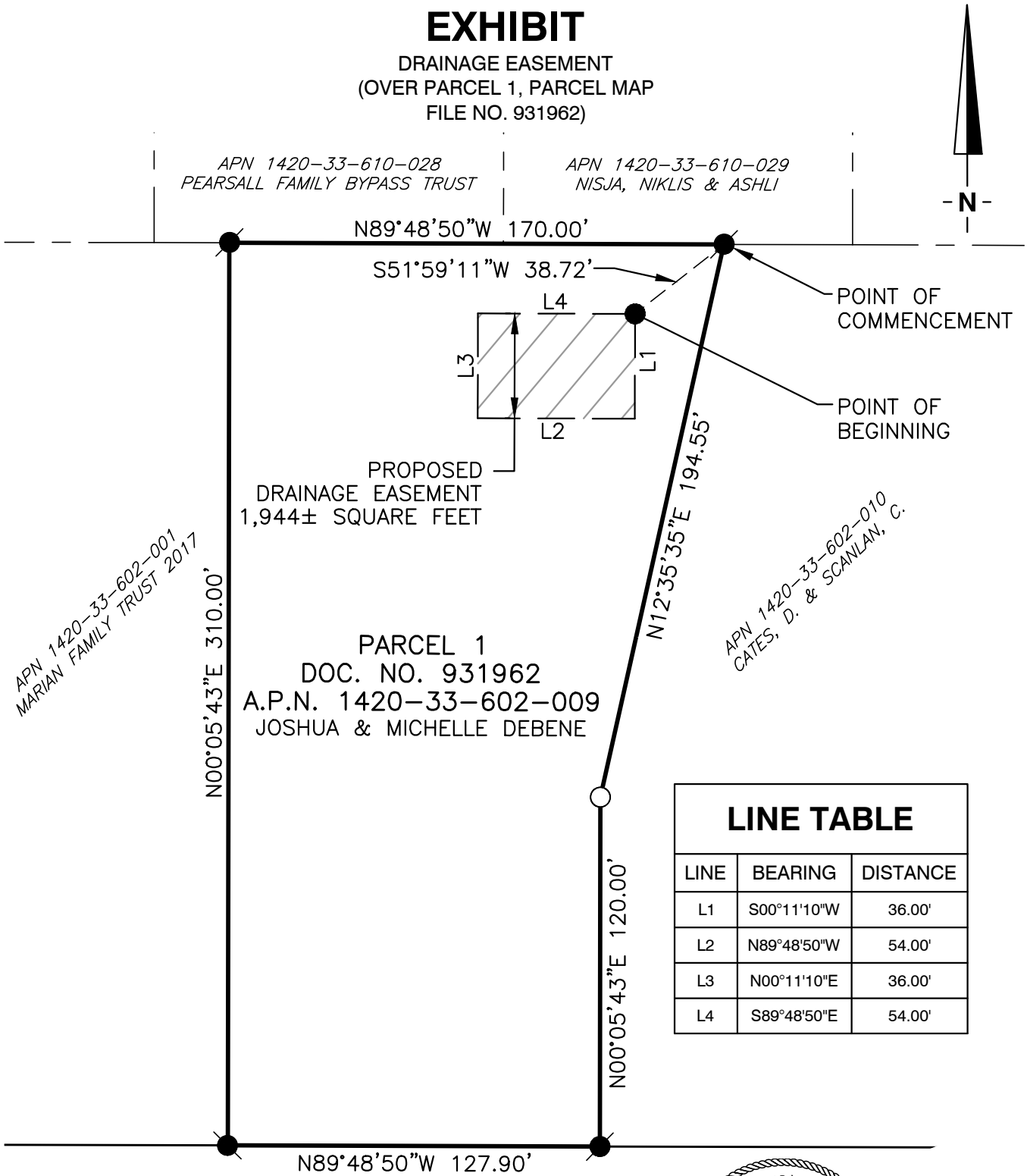
Prepared by: Todd A. Enke, PLS 19734
Resource Concepts, Inc.
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600



7/01/2024

EXHIBIT

DRAINAGE EASEMENT
(OVER PARCEL 1, PARCEL MAP
FILE NO. 931962)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'10"W	36.00'
L2	N89°48'50"W	54.00'
L3	N00°11'10"E	36.00'
L4	S89°48'50"E	54.00'

LEGEND

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR AND CAP, PLS 3209
- FOUND 5/8" REBAR AND CAP, PLS 3090
- ADJOINING LOT LINE
- BOUNDARY LINE
- PROPOSED EASEMENT
- RIGHT OF WAY LINE
- TIE LINE

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
No. 19734

TODD A. ENNIS
EXP: 12/31/24

7/01/2024

RCI
Resource Concepts Inc.
www.rci-nv.com

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Accept a $6,000 Mobile Outreach Safety Team (MOST) grant award for the period of July 1, 2024, through June 30, 2025; 2. Adopt **Resolution 2024R-082** which augments the budget in the Social Services Fund to account for the grant award; and 3. Authorize the County Manager to sign the grant award and all associated grant paperwork. (Geoff Bonar)

RECOMMENDED MOTION:
Accept a $6,000 MOST grant award for the period of July 1, 2024, through June 30, 2025; adopt Resolution 2024R-082 which augments the budget in the Social Services Fund; and authorize the County Manager to sign the grant award and all associated grant paperwork.

FINANCIAL IMPACT:
Resolution 2024R-082 will augment the Fiscal Year 2024-25 budget in the Social Services fund, increasing budgeted revenues and expenses by $6,000, which is the amount of the grant award. There is no match requirement.

BACKGROUND:
The MOST grant is a state grant award that is awarded to Partnership Douglas County. The Douglas County Social Services Department is a subrecipient. The program provides mental health assistance outreach services. The role of the Douglas County Social Services Department is to provide case management. The grant does not have a match requirement. The Community Services Department has sent the grant forms packet to the Grants Administrator for review and approval. Upon approval, the grant will be assigned a project number, which will be used to track all revenues and expenses related to the grant.

ATTACHMENTS:
Resolution 2024R-082.pdf
DCSS MOST Contract FY25 - signed by PDC.pdf
GrantFormsPacket - FY25 MOST Grant.pdf

RESOLUTION NUMBER 2024R-082

RESOLUTION AUGMENTING DEPARTMENT
216
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Mobile Outreach Safety Team (MOST) Grant - FY25
Project # 0

Revenue		
216-000 331.510	Grant Revenue - State	6,000.00
	TOTAL REVENUES	6,000.00
Expenditures		
Various	Salaries & Benefits	6,000.00
	TOTAL EXPENDITURES	6,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 1st day of August, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Contract for Services

This contract is made and executed on the date indicated below, by and between Partnership Douglas County (PDC) and Douglas County Social Services (DCSS).

The parties agree as follows:

1. **Services:** DCSS agrees to perform the services and produce the work products described in Exhibit A, Work Plan.

2. **Fee:** In consideration of the consulting services outlined in the contract, PDC agrees to pay DCSS at an agreed upon rate, plus reasonable expenses incurred at the request of PDC as set for in Exhibit B, Compensation.

3. **Billing:** DCSS agrees to invoice PDC monthly.

4. **Responsibilities:** DCSS will operate as an independent contractor and is not an employee of PDC. DCSS is responsible for obtaining any necessary insurance, reporting any income, and making necessary tax payments.

5. **Term:** The term of this contract shall commence on July 1, 2024 and shall end on June 30, 2025.

6. **Termination:** Either party may terminate this agreement by giving the other party 10 days written notice of termination. Notice shall be deemed given upon the date of deposit of the written notice of termination in the United States mail, first class with postage prepaid addressed as follows:

Partnership Douglas County
PO Box 651
Minden, NV 89423

Douglas County Social Services
2300 Meadow Lane
Gardnerville NV 89410

If this contract is terminated, DCSS shall be paid the amount due for work properly completed based upon actual services performed. Upon termination, DCSS shall submit invoice to PDC for the amount, which represents the total costs of services actually and properly performed under this contract to the date of said notice of termination, for which DCSS has not previously been compensated. Upon approval of the invoice by PDC, DCSS shall be paid the sum found due.

7. **Amendments:** This contract sets forth the entire agreement of the parties. Any changes, additions, or deletions to this shall be in writing and signed by both parties.

8. **Conflict of Interest:** DCSS covenants that they currently have no interest, and shall not acquire any interest, which would conflict in any way with the performance of this agreement. No member, officer or employee of PDC shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9. **Ownership of Work:** Upon completion of the contract, or in the event of termination, all finished or unfinished documents, data supplies, drawings, maps, photographs, and reports (work products) prepared by DCSS shall be property of PDC.

10. **Assignability:** DCSS shall not assign or transfer any interest in this contract without prior written approval by PDC. Any assignment or transfer without written approval of PDC is void.

11. **Applicably by Law:** This agreement shall be governed by the laws of State of Nevada.

12. **Entire Agreement:** This document constitutes the entire agreement of the parties and supersedes all previous agreements whether written or oral. This agreement may be amended only by an instrument in writing signed by both parties hereto.

13. **Multiple Originals:** Two (2) copies of this agreement have been executed by the parties. Each executed copy shall be deemed an original.

Daria Singer 7/1/2024

Daria Singer, Executive Director, Partnership Douglas County Date

Jodi Martinez, Social Services Manager, Douglas County Social Services Date

Exhibit A
Work Plan

Douglas County Social Services will perform all activities as outlined in Work Plan as negotiated with the Nevada Division of Public and Behavioral Health (DPBH) and Partnership Douglas County (PDC) to address some or all of the following:

1. Scope of Work: Provide a case manager trained in crisis intervention one day/week to complete MOST activities including, addressing the basic needs of low-level MOST clients, and refer to the appropriate level of services.
2. Collect data indicators agreed upon with PDC and DPBH and provide to PDC for required monthly reporting. Data to be collected will include:
    a. Number of referrals from MOST (new and existing clients)
    b. Number of Service Plans developed
    c. Number of Services provided, and types of services provided

*Data must be submitted by the 10th of each month in alignment with the invoice.

Exhibit B
Compensation

Period: 7/1/24 – 6/30/2025

Rate: $6,000 per year

Cannot Exceed the total of $6,000 for grant period request

Expenses: Reasonable cost and expenses incurred at the request of PDC and while fulfilling contract deliverables will be reimbursed at cost.

If an invoice is received after the 30-day closing period, PDC may not be able to provide reimbursement.

Bills and supporting information are to be submitted to:

Daria Singer, Executive Director at dsinger@pdcnv.org and Audrey Brooks-Scott, Financial Coordinator at ascott@pdcnv.org

Exhibit C
Terms and Conditions

Both parties agree:
• The site visit/monitoring schedule may be clarified here.
• All reports of expenditures and requests for reimbursement processed by the PDC are SUBJECT TO AUDIT.
• This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause.

Financial Reporting Requirements
• An invoice is due on a monthly basis, based on the terms of the contract agreement, no later than the 10th of the month.
• Reimbursement is based on actual expenditures incurred during the period being reported.
• Payment will not be processed without all reporting being current.
• Reimbursement may only be claimed for expenditures approved within the Contract for Service

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	7/5/2024	**Fund-Department #**	216 551
Project Number	25G04	**Fund-Department Name**	Social Services
Grant Title	Mobile Outreach Safety Team (MOST) Grant - FY25		
Grant Purpose	The Douglas County Mobile Outreach Safety Team (MOST) is a jail and hospitilization diversion program where public safety personnel, a behavioral health clinician, and a Douglas County Social Services case manager work in collaboration to assist individuals who are experiencing subacute crisis		
Awarding Entity	State of Nevada Division of Public and Behavioral Health		
Total Grant Funds	$ 6,000.00		
Grant Start Date	7/1/2024	**End Date**	6/30/2025
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#		**Agreement Number**	N/A
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt** $ -	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

County Contact Information

Contact Name	Geoff Bonar	**Phone#**	775-782-6243
Contact email	gbonar@douglasnv.us		

Grantor Information

Grantor Contact Name		**Grantor Contact Phone #**	
Grantor Contact Email			
Pass-Through Entity	Partnership Douglas County	**Pass-Through Contract #**	
Pass-Thru Contact Name	Daria Singer	**Pass-Thru Contact Phone #**	782-8611 x100
Pass-Thru Contact Email	dsinger@pdcnv.org		

Financial Information

Revenue			**Source of Funds**
216-000 331.500	Grant Revenue - Federal	$ -	(Awarding entity, county match, etc)
216-000 331.510	Grant Revenue - State	$ 6,000.00	
216-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 6,000.00	

Expenditure			**Is this Budgeted?**	
Various	Salaries & Benefits	$ 6,000.00		
216-551 511.150	Grant Match - Salary	$ -	☐ Yes	☐ No - explain below
216-551 511.999	Grant Match Offset	$ -		
	Where is the match coming from?		GL	
216-551 540.010	Grants-Services & Supplies	$ -		
216-551 541.501	Grant Match - Serv & Supplies	$ -	☐ Yes	☐ No - explain below
216-551 533.999	Grant Match - Serv & Supplies Offset	0.00		
	Where is the match coming from?		GL	
216-551 562.100	Grants-Capital Outlay			
216-551 562.110	Grant Match - Capital Outlay		☐ Yes	☐ No - explain below
	Where is the match coming from?		GL	
	Total Expenditure	$ 6,000.00		

Where will match funds come from?

Grant Awarded Funds

Year	**Amount**
FY24-25	$ 6,000.00
Total	$ 6,000.00

Required Approvals

Approval to apply	*Debbie Swickard*	**Date**	**7.9.24**
Internal Review Committee		**Date**	**7.10.24**
Board of County Commissioners		**Date**	

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to retroactively approve an independent services contract from July 1, 2024, through December 31, 2026 for: (1) the appointment of Dr. John R. Holman, M.D. as the Douglas County Health Officer for a cost of $400 per month; and (2) the appointment of Dr. John R. Holman, M.D. as the Medical Director for Douglas County for a total cost not-to-exceed $62,800 annually; and (3) authorize the County Manager to execute the contract. (Jodi Martinez)

RECOMMENDED MOTION:
Retroactively approve an independent services contract from July 1, 2024, through December 31, 2026 for: (1) the appointment of Dr. John R. Holman, M.D. as the Douglas County Health Officer for a cost of $400 per month; and (2) the appointment of Dr. John R. Holman, M.D. as the Medical Director for Douglas County for a total cost not-to-exceed $113,000; and (3) authorize the County Manager to execute the contract.

FINANCIAL IMPACT:
Funding is available within the professional services line item in the Fiscal Year 2024 - 25. Professional Services account is in the Social Services Fund (216-550-521-100). The contract includes a payment of $3,000 per month for services in addition to up to $2,000 per year to reimburse Dr. Holman to attend medical conferences and up to $6,000 per year for medical malpractice insurance required by the County.

BACKGROUND:
Pursuant to Nevada Revised Statute 439.290 and Douglas County Code 8.24.020, Douglas County has the authority to appoint a Health Officer for a two-year term following each general election. This current contract is for a two-and-a-half-year term to align with the NRS terms. In addition to the duties as the County Health Officer, this appointment is responsible for acting as the Medical Director providing clinical oversight and professional consultation to the Community Health Nurse. It is requested that the Board of County Commissioners retroactively approve the continuation of the services between Douglas County and Dr. John R. Holman to serve as the County's Community Health

Officer and Medical Director with a requested compensation of $400/month for the Health Officer duties and $2,600 per month for the Medical Director duties. In addition, the County will provide up to $2,000 per year to reimburse Dr. Holman to attend medical conferences and up to $6,000 per year for medical malpractice insurance required by the County for a total contract cost not-to-exceed $113,000.

ATTACHMENTS:
HOLMAN CONTRACT 2024-2026 SIGNED.pdf

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

JOHN R. HOLMAN, MD

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

WHEREAS, it is deemed that the services of John R. Holman, M.D. (hereinafter "Contractor") herein specified are both necessary and desirable and in the best interests of County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services as the Douglas County Health Officer and Medical Director for the Douglas County Community Health Clinic hereinafter described;

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

1. **EFFECTIVE DATE OF CONTRACT.** This Contract (also referred to as "Agreement") shall be effective July 1, 2024 through December 31, 2026, with a mutual option to renew for an additional year period upon the written agreement of both parties.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor, his associates and employees shall have the status of independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

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

3. **INDEPENDENT CONTRACTOR RIGHTS & OBLIGATIONS.** Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship

between the parties:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

i. Contactor is licensed by the State of Nevada or other political subdivision to provide similar services to other clients/customers.
j. Contractor's federal tax identification number is 46-5552338.
k. Contractor understands that he 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.

4. **INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the Contract, complete and provide the following written request to a qualified insurer:

John R. Holman, M.D. has entered into a contract with Douglas County to perform work from July 1, 2024 to December 31, 2026 and requests that the 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 Manager Post Office Box 218 Minden, Nevada 89423	Douglas County Social Services Post Office Box 218 Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract. 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 a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

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

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he 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

5. MEDICAL LICENSE. Contractor agrees to maintain his medical license(s) in active status and good standing with the State of Nevada Medical Examiners Board during the term of this Contract. Contractor further agrees to maintain any other licensing or certification necessary to the performance of services described in this Contract. Failure to maintain these licenses will result in immediate termination of this Contract. Any complaints filed against the Contractor arising out of his duties as a medical provider must be reported to the County within ten (10) days of being filed with an appropriate medical licensing board. Copies of the medical licenses must be sent to the Douglas County Manager and the Douglas County Social Services.

6. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will extend to the Douglas County Health Officer as an officer of Douglas County while acting within the course and scope of his duties as the Health Officer, specifically. Such policy includes coverage such as is included in Douglas County's liability coverage, including general or automobile liability and wrongful acts as defined in the policy form, but only with respect to operations by or on behalf of Douglas County as Douglas County Health Officer. Coverage does not apply to any liability arising in any private capacity as a physician, out of the rendering of or failure to render professional services including medical, surgical, dental x-ray or nursing service or treatment and furnishing or dispensing of drugs or medical, dental or surgical supplies. To avoid confusion, the policy does not extend to any liability arising out of services provided under any other Contract between Contractor and County.

7. MEDICAL MALPRACTICE INSURANCE. Contractor agrees to acquire and maintain medical malpractice insurance in the minimum amount of $1,000,000 during the term of this Agreement, at Contractor's sole expense. Proof of medical malpractice insurance must be sent to the Douglas County Social Services Department. Such proof of medical malpractice insurance must be provided at least annually throughout the term of this Agreement and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

8. MEDICAL DIRECTOR MALPRACTICE INSURANCE. Contractor agrees to acquire and maintain Medical Director Malpractice Insurance in the minimum amount of $1,000,000 during the term of this Agreement. Proof of Medical Director insurance must be sent to the Douglas County Social Services Department. Such proof of Medical Director insurance must be provided at least annually throughout the term of this Agreement and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance. The Douglas County Social Services Department agrees to reimburse Contractor 1/2 of the total premium cost incurred by Contractor for the Medical Director insurance coverage required under this Paragraph; not to exceed $6,000 total per calendar year from Douglas County Social Services.

9. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are as follows: The Contractor will serve as the Douglas County Health Officer pursuant to Douglas County Code 8.24 and NRS 439.280-360 and as the Medical Director overseeing the Douglas County Community Health Clinic as further specified in Attachment A.

10. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 9 at a cost of $400 per month for County Health Officer duties and $2,600 per month for Medical Director duties not to exceed $3,000 per month and a total cost of $36,000 annually. In addition, Douglas County further agrees to reimburse Contractor up to $2,000 per year to attend a public health or medical conference related to Contractor's duties as Douglas County Public Health Officer and/or Medical Director. Contractor agrees to submit billings and reimbursement requests to the County which will be paid within a reasonable time. In sum, the monthly cost, conference fee and insurance reimbursements (Paragraph 8) shall not exceed a total of One Hundred Thirteen Thousand Dollars ($113,000) per contract period.

Contractor shall be responsible for all other expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; insurance premiums not addressed; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 9.

11. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either party prior to the date set forth in paragraph (2), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

12. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This Contract shall be construed and interpreted according to the laws of the State of Nevada. 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. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

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

14. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this 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 this Contract shall be subject to inspection, examination and audit by the County.

16. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs,

negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

17. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity.

18. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at his sole cost and expense, defend, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitee's active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

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

The provisions of this Section 18 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. This Contract constitutes the entire Contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners. To avoid confusion, this Contract supersedes any previous contract pertaining to Contractor's services as the Douglas County Health Officer.

20. NOTICES. 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 3 days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Douglas County Social Services
P.O. Box 218
Minden, Nevada 89423
(775) 782-9825
Fax: (775) 782-9874

FOR CONTRACTOR:

John R. Holman, M.D.
2879 Jackie Circle
Minden, Nevada 89423
(775) 445-7330
dr.fish578@gmail.com

21. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates Attachment A – Douglas County Health Officer Duties, and Attachment B – Health Information Portability and Accountability Act.

22. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the 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 the Agreement unenforceable.

23. NO APPROPRIATION OF FUNDS. All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

24. 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, the 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.

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

Jenifer Davidson, Douglas County Manager — Date

15 July 2024

John R. Holman, M.D. — Date

ATTACHMENT A

DOUGLAS COUNTY HEALTH OFFICER DUTIES

The county health officer shall be the executive officer of the county board of health, and if licensed to practice medicine in the State of Nevada, may act as county physician.

The county health officer is empowered to inspect for conditions that pose a threat to the health, welfare and safety of the public, and may cause the reasonable and immediate abatement of such condition.

As the executive officer of the county board of health, the county health officer, in conjunction with the county board of health, shall:

a) Oversee all sanitary conditions of the county in which the board is created
b) Make such rules and regulations as may be necessary for the prevention, suppression and control of any contagious or infectious disease dangerous to the public health.
c) To abate nuisances in accordance with law;
d) To establish and maintain an isolation hospital or quarantine station when necessary;
e) To restrain, quarantine and disinfect any person sick with or exposed to any contagious or infectious disease dangerous to the public health;
f) To appoint quarantine officers when necessary to enforce quarantine; and shall provide whatever medicines, disinfectants and provisions which may be required; and shall arrange for the payment of all debts or charges so incurred from any funds available; but each patient shall, if able, pay for his food, medicine, clothes and medical attendance;
g) Subject to the prior review and approval of the county commission, to adopt a schedule of reasonable fees to be collected for issuing or renewing any health permit or license required to be obtained from such board pursuant to state law or ordinance adopted by any political subdivision. Such fees shall be for the sole purpose of defraying the costs and expenses of the licensing and permit procedures and investigations related thereto and not for general revenue purposes

In addition to the aforementioned duties, the county health officer shall serve as the Medical Director overseeing the Douglas County Community Health Clinic and performing the following duties:

a) Reviews and signs all new and renewal policies, procedures and standing orders
b) Provides medical oversight and provides guidance on difficult cases
c) Attends quarterly Quality Improvement and Quality Assurance meetings
d) Oversees the clinic lab for compliance

The county health officer shall also fulfill all other appropriate duties or requests as directed by the Douglas County Board of Commissioners and state and local laws and policies.

ATTACHMENT B

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

1. DEFINITIONS.

1.1 Contractor shall mean John R. Holman, MD and his associates or employees.

1.2 Covered Entity shall mean Douglas County.

1.3 Individual shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.5 Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.

1.6 Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

1.7 Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

1.8 Service Agreement or Agreement shall mean that certain agreement between Contractor and Covered Entity.

All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

2.1 Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

2.4 Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

2.5 Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

2.6 Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

2.7 Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.8 Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.9 Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR § 164.528.

2.10 Contractor agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

3.1 General Use and Disclosure Provisions: Except as otherwise limited in this I Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, a Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity, or violate the minimum necessary policies and procedures of Covered Entity, for the purpose of performing the Service Agreement.

3.2 Specific Use and Disclosure Provisions:

3.2.1 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.

3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

3.2.4 Contractor may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with § 164.502(j)(1).

4. **OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may effect Contractor's use or disclosure of Protected Health Information.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that the same may effect Contractor's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity: Covered entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted for a Contractor under the Rule for data aggregation or the management and administrative activities of Contractor.)

5. **TERM AND TERMINATION.**

5.1 Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Contractor, or created or received by Contractor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:

5.2.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by Covered Entity, or

5.2.2 Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible.

5.2.3 If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.3.2 In the event that Contractor determines that returning or destroying the Protected Health Information is not feasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

6. **MISCELLANEOUS.**

6.1 Regulatory References. A reference in this Agreement to a section in the Privacy means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104191.

6.3 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Reviewed and Acknowledged by:

By: _____ 7/15/24

John R. Holman, MD (date)

AFFIDAVIT

I, John R. Holman, MD, being duly sworn, depose and declare:

1) I am a Sole Proprietor;
2) I will not use the services of any employees in the performance of this contract;
3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 5 day of July, 2024.

John R. Holman, MD

State of Nevada
County of Douglas

On this 5th day of July, 2024 before the undersigned Notary Public, personally appeared John R. Holman, MD having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that John R. Holman, MD executed it.

Witness my hand and official seal.

Notary's Signature

ANGELA FREEMAN
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-9848-03
My Appt. Expires September 17, 2025

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to authorize a settlement with Anthony and Selah Sullivan for outstanding room taxes and penalties owed for the vacation home rental located at 705 Gary Lane, Unit A, Stateline, Nevada requiring the Sullivan's to pay the $2,188.52 outstanding Room Tax principal and $800 of outstanding penalties for a total payment of $2,988.52, and authorize Douglas County staff to write-off the remaining $4,698.82 in assessed penalties and interest. (Zach Wadle')

RECOMMENDED MOTION:
Authorize a settlement with Anthony and Selah Sullivan for outstanding room taxes and penalties owed for the vacation home rental located at 705 Gary Lane, Unit A, Stateline, Nevada requiring the Sullivan's to pay the $2,188.52 outstanding Room Tax principal and $800 of outstanding penalties for a total payment of $2,988.52, and authorize Douglas County staff to write-off the remaining $4,698.82 in assessed penalties and interest.

FINANCIAL IMPACT:
$2,988.52 in Room Taxes and penalties paid to the Room Tax fund, with a write-off of $4,698.82 in outstanding penalties and interest.

BACKGROUND:
The District Attorney's Office, in consultation with the Finance Department, has negotiated the proposed settlement of outstanding Room Taxes and penalties owed by Anthony and Selah Sullivan related to the vacation home rental located at 705 Gary Lane, Unit A, Stateline, Nevada. The Sullivan's disputed the full amount of penalties and interest owed due to alleged administrative delays by Douglas County and/or its collection agent in the processing the Sullivan's vacation home rental permit and/or monthly returns, and provided documentation to the District Attorney's office in support of their allegations. Upon review of all relevant documentation related to the account and provided by the Sullivans, the proposed settlement was reached between the parties to resolve this matter and avoid future collection related expenses. Staff therefore recommend that the Board approve the proposed settlement. NRS 354.257 and County Policy 300.25 requires the County Commissioners' approval of

the proposed settlement which involves a proposed write-off of an account receivable in the total amount of $4,698.82 in assessed penalties and interest on this Room Tax account. A copy of the relevant account detail is attached hereto.

ATTACHMENTS:
Copy of DC 705 Gary Lane A_sullivan.xlsx

Account Information					Lodging Tax	
Account Number	DBA	Account Status	Submittal Date (Date the Return is Received)	Period Ending (Expire Date)	Tax Amount	Tax Adjustment
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	3/31/2018	$42.71	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	4/30/2018	$125.61	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	5/31/2018	$165.48	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	6/30/2018	$484.90	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	7/31/2018	$453.60	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	8/31/2018	$387.10	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	9/30/2018	$346.04	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	10/31/2018	$124.04	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	11/30/2018	$129.92	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	12/31/2018	$474.88	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	1/31/2019	$362.60	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	2/28/2019	$411.32	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	3/31/2019	$180.26	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	5/31/2019	$277.57	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	6/30/2019	$379.15	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	7/31/2019	$822.59	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	8/31/2019	$567.23	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	9/30/2019	$493.32	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	10/31/2019	$178.12	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	11/30/2019	$237.82	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	12/31/2019	$272.54	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	1/31/2020	$484.18	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	2/29/2020	$351.50	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	3/31/2020	$149.00	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	4/30/2020	$66.00	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	5/31/2020	$329.60	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	6/30/2020	$375.40	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	7/31/2020	$834.58	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	8/31/2020	$458.10	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	9/30/2020	$496.14	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/9/2020	10/31/2020	$100.72	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/14/2021	11/30/2020	$143.50	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/14/2021	12/31/2020	$977.26	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/17/2021	2/28/2021	$136.37	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/17/2021	3/31/2021	$1,013.84	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/17/2021	4/30/2021	$462.78	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	6/17/2021	5/31/2021	$295.36	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	8/31/2021	7/31/2021	$1,345.71	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	9/30/2021	8/31/2021	$942.45	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	11/5/2021	9/30/2021	$143.43	$0.00

08401859	705 GARY LANE UNIT A	ount with Cli	2/24/2022	1/31/2022	$690.20	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	4/28/2022	3/31/2022	$969.11	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	7/29/2022	6/30/2022	$384.12	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	10/21/2022	9/30/2022	$328.72	$0.00
08401859	705 GARY LANE UNIT A	ount with Cli	8/7/2023	6/30/2023	$436.78	$0.00

		Penalties				Interest		
Tax Amount Paid	Tax Balance	Pen Amount	Pen Adjustment	Pen Amount Paid	Pen Balance	Int Amount	Int Adjustment	Int Amount Paid
$42.71	$0.00	$140.94	$0.00	$0.00	$140.94	$14.09	$0.00	$14.09
$125.61	$0.00	$401.93	$0.00	$0.00	$401.93	$40.19	$0.00	$40.19
$165.48	$0.00	$512.97	$0.00	$0.00	$512.97	$51.28	$0.00	$51.29
$484.90	$0.00	$1,454.70	$0.00	$0.00	$1,454.70	$145.46	$0.00	$145.46
$453.60	$0.00	$1,315.44	$0.00	$0.00	$1,315.44	$131.54	$0.00	$131.54
$387.10	$0.00	$1,083.88	$0.00	$0.00	$1,083.88	$108.37	$0.00	$108.39
$346.04	$0.00	$934.29	$0.00	$0.00	$934.29	$93.42	$0.00	$93.43
$124.04	$0.00	$322.50	$0.00	$0.00	$322.50	$32.24	$0.00	$32.25
$129.92	$0.00	$324.80	$0.00	$0.00	$324.80	$32.48	$0.00	$32.48
$474.88	$0.00	$1,139.71	$0.00	$0.00	$1,139.71	$113.97	$0.00	$113.97
$362.60	$0.00	$833.98	$0.00	$0.00	$833.98	$83.40	$0.00	$83.40
$411.32	$0.00	$904.90	$0.00	$0.00	$904.90	$90.48	$0.00	$90.49
$180.26	$0.00	$378.55	$0.00	$0.00	$378.55	$37.84	$0.00	$37.85
$277.57	$0.00	$527.38	$0.00	$0.00	$527.38	$52.74	$0.00	$52.74
$379.15	$0.00	$682.47	$0.00	$0.00	$682.47	$68.24	$0.00	$68.25
$822.59	$0.00	$1,398.40	$0.00	$0.00	$1,398.40	$139.82	$0.00	$139.83
$567.23	$0.00	$907.57	$0.00	$0.00	$907.57	$90.76	$0.00	$90.76
$493.32	$0.00	$739.98	$0.00	$0.00	$739.98	$73.98	$0.00	$74.00
$178.12	$0.00	$249.35	$0.00	$0.00	$249.35	$24.93	$0.00	$24.93
$237.82	$0.00	$309.17	$0.00	$0.00	$309.17	$30.92	$0.00	$30.92
$272.54	$0.00	$327.04	$0.00	$0.00	$327.04	$32.70	$0.00	$32.70
$484.18	$0.00	$532.60	$0.00	$0.00	$532.60	$53.26	$0.00	$53.26
$351.50	$0.00	$351.50	$0.00	$0.00	$351.50	$35.15	$0.00	$35.15
$149.00	$0.00	$134.10	$0.00	$0.00	$134.10	$13.41	$0.00	$13.41
$66.00	$0.00	$42.80	$0.00	$0.00	$42.80	$5.28	$0.00	$5.28
$329.60	$0.00	$230.72	$0.00	$0.00	$230.72	$23.07	$0.00	$23.07
$375.40	$0.00	$225.24	$0.00	$0.00	$225.24	$22.52	$0.00	$22.52
$834.58	$0.00	$417.29	$0.00	$0.00	$417.29	$41.72	$0.00	$41.73
$458.10	$0.00	$183.24	$0.00	$0.00	$183.24	$18.32	$0.00	$18.32
$496.14	$0.00	$148.84	$0.00	$0.00	$148.84	$14.88	$0.00	$14.88
$100.72	$0.00	$20.14	$0.00	$0.00	$20.14	$2.01	$0.00	$2.01
$143.50	$0.00	$86.10	$0.00	$0.00	$86.10	$8.59	$0.00	$0.00
$977.26	$0.00	$488.63	$0.00	$0.00	$488.63	$48.86	$0.00	$0.00
$136.37	$0.00	$136.37	$0.00	$0.00	$136.37	$13.64	$0.00	$0.00
$848.70	$165.14	$1,403.05	$0.00	$0.00	$1,403.05	$140.30	$0.00	$0.00
$0.00	$462.78	$1,295.78	$0.00	$0.00	$1,295.78	$129.57	$0.00	$0.00
$0.00	$295.36	$1,335.21	$0.00	$0.00	$1,335.21	$133.51	$0.00	$0.00
$1,075.70	$270.01	$675.03	$0.00	$0.00	$675.03	$67.50	$0.00	$0.00
$847.44	$95.01	$228.02	$0.00	$0.00	$228.02	$22.80	$0.00	$0.00
$143.43	$0.00	$14.34	$0.00	$0.00	$14.34	$1.42	$0.00	$0.00

$0.00	$690.20	$1,311.38	$0.00	$0.00	$1,311.38	$131.14	$0.00	$0.00
$759.11	$210.00	$357.00	$0.00	$0.00	$357.00	$35.70	$0.00	$0.00
$384.11	$0.01	$10.00	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00
$328.71	$0.01	$10.00	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00
$436.78	$0.00	$33.68	$0.00	$0.00	$33.68	$4.35	$0.00	$0.00
	$2,188.52							

	Calculations 2		
Int Balance	New Penaly Amount	New Interest	Period Balance 2 (New)
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.02	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.02	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
-$0.01	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$0.00	$100.00	$0.00	$100.00
$8.59	$100.00	$12.92	$112.92
$48.86	$100.00	$73.29	$173.29
$13.64	$100.00	$20.46	$120.46
$140.30	$101.38	$186.41	$452.93
$129.57	$100.00	$201.31	$764.09
$133.51	$100.00	$110.76	$506.12
$67.50	$134.57	$117.39	$521.97
$22.80	$100.00	$59.63	$254.64
$1.42	$100.00	$2.15	$102.15

$131.14	$100.00	$207.06	$997.26
$35.70	$100.00	$64.94	$374.94
$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00
$4.35	$100.00	$6.55	$106.55
	$4,435.96	$1,062.86	$7,587.32

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the purchase of fourteen (14) APX 8000 ALL Band Handheld Radios, eight (8) single-unit chargers, and eight (8) remote speaker microphones from Motorola Solutions at a total cost of $99,968.56 by the Douglas County Sheriff's Office. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the purchase of fourteen APX 8000 ALL Band Handheld Radios, eight single-unit chargers, and eight remote speaker microphones from Motorola Solutions at a total cost of $99,968.56 by the Douglas County Sheriff's Office.

FINANCIAL IMPACT:
The total of $99,968.56 for all fourteen handheld radios, eight chargers and eight microphones will be paid out of the Sheriff's Admin Services Small Equipment budget line item (101-212 533.802). A purchase order will be prepared as required per County policy 300.19.

BACKGROUND:
The Douglas County Sheriff's Office currently uses Motorola brand radios exclusively in their vehicles and as their handheld radios throughout every division in the Department. This purchase qualifies as an exemption to competitive bid requirements pursuant to NRS 332.115(1)(c), (d), and (s). All sworn officers are trained on how to use these radios and the County radio technicians are trained on how to program and repair only the Motorola brand radios. All parts and accessories on hand are for Motorola brand radios. The handheld radios currently being replaced have lasted over 22 years.

ATTACHMENTS:
Motorola Quote 2701496 for APX8000.pdf

MOTOROLA SOLUTIONS







DOUGLAS COUNTY SHERIFFS DEPT

APX8000

07/01/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2701496

07/01/2024

DOUGLAS COUNTY SHERIFFS DEPT
PO BOX 216
MINDEN, NV 89423

RE: Motorola Quote for APX8000
Dear Rodney Ginnochio,

Motorola Solutions is pleased to present DOUGLAS COUNTY SHERIFFS DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide DOUGLAS COUNTY SHERIFFS DEPT with the best products and services available in the communications industry. Please direct any questions to Dan Pena at danp@sierraelectronics.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dan Pena

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-2701496
APX8000

Billing Address:
DOUGLAS COUNTY SHERIFFS
DEPT
PO BOX 216
MINDEN, NV 89423
US

Quote Date:07/01/2024
Expiration Date:08/30/2024
Quote Created By:
Dan Pena
danp@sierraelectronics.com

End Customer:
DOUGLAS COUNTY SHERIFFS DEPT
Rodney Ginnochio

Contract: 19860 - NASPO 00318

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	14	$9,329.32	$6,860.08	$96,041.12
1a	H869BW	ENH: MULTIKEY	14			
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	14			
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	14			
1d	Q387AW	ADD: MULTICAST VOTING SCAN	14			
1e	QA05509AA	DEL: DELETE UHF BAND	14			
1f	H35BT	ADD: CONVENTIONAL OPERATION	14			
1g	QA09113AB	ADD: BASELINE RELEASE SW	14			
1h	Q629AH	ENH: AES ENCRYPTION AND ADP	14			
2	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	8	$186.50	$136.15	$1,089.20
3	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	8	$486.00	$354.78	$2,838.24

Grand Total $99,968.56(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the purchase of two Ford F-150 trucks for the Douglas County Sheriff's Office fleet from Capitol Ford in Carson City for a total cost of $95,710.50. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the purchase of two Ford F-150 trucks for the Douglas County Sheriff's Office fleet from Capitol Ford in Carson City for a total cost of $95,710.50.

FINANCIAL IMPACT:
The total of the two vehicles are priced at $48,407.75 and $47,302.75 for a total of $95,710.50 that will be paid out of the budgeted funds in the Motor Vehicle account 101-219 564.700. These vehicles will be purchased off the lot at Capital Ford in Carson City. The Sheriff's Office has obtained two additional quotes from local dealerships as a part of the recommended due diligence in the County's purchasing policy 300.19 (these quotes are attached).

BACKGROUND:
The Douglas County Sheriff's Office (DCSO) will be issuing these two vehicles to two administrative staff who are currently driving patrol equipped vehicles. These current vehicles will then be returned to the Patrol Division to be used on patrol. The production of police rated vehicles has been very slow since the pandemic in 2020, and the Sheriff's Office is currently waiting for the four fleet vehicles that were ordered last October. With the slow production of vehicles, vehicle collisions, and the aging of the fleet, DCSO is looking for ways of optimizing patrol vehicles for the road.

ATTACHMENTS:
Capital Ford F-150 Avalanche.pdf
Corwin Ford - Quote 2.pdf
Capital Ford F-150 Carbonized Gray.pdf
Henderson Ford - Quote 3.pdf

Capital Ford

3660 South Carson Street
Carson City, NV 89701
(775) 882-5353
www.capitalfordonline.com

BUYER	Customer #: 255401	CO-BUYER
DOUGLAS COUNTY SHERIFFS DEPARTMENT		
1038 BUCKEYE RD		
MINDEN, NV 894234153		
Home #: (775) 782-9000	Home #:	
Work #: (775) 230-3669	Work #:	Salesperson: ZACHARY LEE WEBER
Cell #: (775) 783-6488	Cell #:	
Email: RGINOCCHIO@DOUGLASNV.US	Email:	

Deal #:	55225
Stock #:	39435
Deal Type:	Retail
Deal Date:	06/19/2024
Print Time:	04:58pm

VEHICLE

Stock #	Description	Color	VIN	Mileage
39435	2024 FORD TRUCK F-150 SERIES	AVALANCHE	1FTEW2LP3RKD79506	0

TRADE

MSRP:	$	52,575.00
Sale Price:	$	47,075.00
Net Sale Price:	$	47,075.00
Documentary Fee:	$	199.50
State & Local Taxes:	$	0.00
Total License and Fees:	$	28.25
Total Trade Allowance:	$	0.00
Total Trade Payoff:	$	0.00
Cash Down Payment:	$	0.00
Unpaid Balance:	$	47,302.75

AFTERMARKETS

Total Aftermarkets: $ 0.00

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer: Our dealership has implemented safeguards to protect your non-public personal information from theft, illegal use and from telemarketing companies that buy information. Our practices follow ALL federal, state and local rules governing privacy and it applies to individuals who are our consumers and customers in connection with financial services, such as leases and instalment purchases of vehicles. Upon completion of the sales process you will be provided a thorough copy of our privacy policy for review. You may also request a copy of our policy from a manager.

Corwin | Ford

DOUGLAS COUNTY
2024 FORD F-150 STX
VIN: 1FTEW2LP4RFA14938
STOCK #: 5A14938
SALESPERSON: DENNIS
6/24/2024 11:53 AM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Market Value	52,575.00
Discount Savings	-1,751.75
Vehicle Price	50,823.25
Rebate Savings	-1,750.00
Veh. Price (Net after Rebate	49,073.25
Optional Accessories	399.00
Document Prep Fee	499.50
License / Title	28.25

Due On Delivery	50,000.00

Tax: EXEMPT	0.00 %

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price does not include Optional Accessories. Vehicle Price is before Taxes and/or applicable fees.
Tax Profile: Exempt

Cash Total includes: PULSE $399

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Capital Ford

3660 South Carson Street
Carson City, NV 89701
(775) 882-5353
www.capitalfordonline.com

BUYER	Customer #: 255401	CO-BUYER	Deal #: 55291
DOUGLAS COUNTY SHERIFFS DEPARTMENT			Stock #: 39376
1038 BUCKEYE RD			Deal Type: Retail
MINDEN, NV 894234153			Deal Date: 06/28/2024
Home #: (775) 782-9000		Home #:	Print Time: 04:00pm
Work #: (775) 230-3669		Work #:	Salesperson: ZACHARY LEE WEBER
Cell #: (775) 783-6488		Cell #:	
Email: RGINOCCHIO@DOUGLASNV.US		Email:	

VEHICLE

Stock #	Description	Color	VIN	Mileage
39376	2024 FORD TRUCK F-150 SERIES	CARBONIZED GRAY	1FTEW2LP2RKE19722	

TRADE

MSRP:	$	52,680.00
Sale Price:	$	48,180.00
Net Sale Price:	$	48,180.00
Documentary Fee:	$	199.50
State & Local Taxes:	$	0.00
Total License and Fees:	$	28.25
Total Trade Allowance:	$	0.00
Total Trade Payoff:	$	0.00
Cash Down Payment:	$	0.00
Unpaid Balance:	$	48,407.75

AFTERMARKETS

Total Aftermarkets: $ 0.00

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer: Our dealership has implemented safeguards to protect your non-public personal information from theft, illegal use and from telemarketing companies that buy information. Our practices follow ALL federal, state and local rules governing privacy and it applies to individuals who are our consumers and customers in connection with financial services, such as leases and installment purchases of vehicles. Upon completion of the sales process you will be provided a thorough copy of our privacy policy for review. You may also request a copy of our policy from a manager.

Kirsten Scheetz

From: Rodney Ginocchio
Sent: Tuesday, July 2, 2024 3:07 PM
To: Kirsten Scheetz
Subject: Fwd: 2024 F-150 Crew Cab 4x4 STX
Attachments: F-150 Crew Cab 4x4 STX.pdf

Rod Ginocchio
rginocchio@douglasnv.us

From: Tom Craddock <fleet@fordcountrylv.com>
Sent: Tuesday, July 2, 2024 2:18:36 PM
To: Rodney Ginocchio <rginocchio@douglasnv.us>
Subject: Fwd: 2024 F-150 Crew Cab 4x4 STX

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

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

Regards,

Tom Craddock
Fleet Manager
fleet@fordcountrylv.com
280 N Gibson Rd
Henderson NV 89014
702-558-8064 direct
702-498-8286 cell
www.fordcountryhenderson.com

Ford COUNTRY
Everything We Do Is Driven By You
2022 TOP VOLUME TRIPLE CROWN 2022 PRESIDENT'S AWARD

---------- Forwarded message ---------
From: **Tom Craddock** <fleet@fordcountrylv.com>
Date: Tue, Jul 2, 2024 at 2:14 PM

Subject: 2024 F-150 Crew Cab 4x4 STX
To: <rginocehio@douglasnv.us>

Rod,

Enclosed find pricing for requested F-150. This vehicle has just been sent to plant so dealer ETA is approx. early to mid-August.

Regards,

Tom Craddock
Fleet Manager
fleet@fordcountrylv.com
280 N Gibson Rd
Henderson NV 89014
702-558-8064 direct
702-498-8286 cell
www.fordcountryhenderson.com



DRB-000867 NV 9-NORMAL,NB,100867,RF281 1904 220240722 BLEND 3027 | ULC CERT | CERT | CERT | U TRD | W RAMP | NV BUMP | C CAMP | BOOK | EXFL | ROTA | 024508 363/826 | 1FTEW2LP5 RFB43027 NB GU13

ford.com

VEHICLE DESCRIPTION

F-150

RF B43027

2024 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
BLACK/BRONZE 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FOG LAMPS-LED
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- 12" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AM/FM STEREO
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- STOLEN VEH SVCS: 1 YR PLAN
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 201A	2,180.00
•STX SERIES	
•18" BLACK PAINTED ALUMINUM WH	
•SKID PLATES	
•LINER-TRAY STYLE-NO CARPET MA	
OPTIONAL EQUIPMENT/OTHER	
.EXTENDED RANGE 36GAL FUEL TAN	
.LT265/70R18C BSW ALL-TERRAIN	
3.55 ELECTRONIC LOCK RR AXLE	
6650# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
MOBILE OFFICE PACKAGE	535.00
INTEGRATED TRAILER BRAKE CONT	275.00

PRICE INFORMATION	(MSRP)
BASE PRICE	$52,215.00
TOTAL OPTIONS/OTHER	2,990.00
TOTAL VEHICLE & OPTIONS/OTHER	55,205.00
DESTINATION & DELIVERY	1,995.00
TOTAL BEFORE DISCOUNTS	**57,200.00**
STX FX4 DISCOUNT	- 2,000.00
TOTAL SAVINGS	- 2,000.00

$53,893.00
28.25 title
$53,921.25 total

	RAMP ONE RA24		
	RAMP TWO	RAIL	
		ITEM #: 71-3002 O/T 2	

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $55,200.00

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

RF281 N RB 2X 450 000867 06 28 24

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy — 18 city, 23 highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 73 MPG. The best vehicle rates 140 MPGe.

You **spend $3,750** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,700

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 — 10 Best)

Smog Rating (tailpipe only): 7 (1 — 10 Best)

This vehicle emits 444 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTEW2LP5RFB43027

47 YEARS BUILT Ford TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FRFB43027 TO 48028
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

07/02/2024

2202407223027

285

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for April 2024 to June 2024. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for April 2024 to June 2024 as presented.

FINANCIAL IMPACT:
During the period of April 2024 to June 2024, the Douglas County Sheriff's Office (DCSO) realized the following fees and compensation for the civil services provided to outside third parties.

East Fork Township Constable:	$2,318.59
Tahoe Township Constable:	$669.34
Other:	$1,640.02
Total:	$4,627.95

BACKGROUND:
DCSO is paid fees and compensation for the civil services provided to outside third parties. The quarterly report of fees and compensation received by DCSO for April, May, and June 2024 is attached.

ATTACHMENTS:

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $88,522.60 purchase order for the purchase of two communications service monitors and accessories from Testforce USA. (Kara Easton)

RECOMMENDED MOTION:
Approve a $88,522.60 purchase order for the purchase of two communications service monitors and accessories from Testforce USA.

FINANCIAL IMPACT:
This will be paid for out of project 22Z29.22 radio system upgrade. This purchase is exempt from the bid process per NRS 332.115(s), the design of, and equipment and services associated with, systems of communication.

BACKGROUND:
The communications service monitors play an integral role in ensuring radios are calibrated appropriately which improves overall functionality.

ATTACHMENTS:
Testforce_Quote_Service_Monitors.pdf
TestForce PO Request KE

QUOTATION

Testforce USA
4552 Sunbelt Dr
Addison, Texas
75001-5131, United States
Tel: +1-972-980-9959 Fax:

TO: Douglas County Emergency Communications
1594 Esmeralda Avenue
PO Box 218
Minden, Nevada
United States, 89423

CONTACT: Brent Finster
TEL: 775-782-9977
EMAIL: bfinster@douglasnv.us

QUOTE #: Q35502
DATE: July 12, 2024
VALID UNTIL: September 11, 2024
PAYMENT TERMS: 100% NET 30 DAYS
CURRENCY: USD (TAXES NOT INCLUDED)
DEL. TERM: EXW
As per Testforce general terms and conditions TC0601

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	DELIVERY (ARO)
		Viavi Solutions Inc.			
1	2	**CX300** CX300;Communications Service Monitor	$31,266.90	$62,533.80	Stock-2 Weeks
2	2	**CX300-DP25P1** CX300-DP25P1;P25 Conventional Special Price:	$2,905.00 $0.00	$5,810.00 **$0.00**	Stock-2 Weeks
3	2	**CX300-SPSB** CX300-SPSB;External Power Sensor Support BirdRF 5017D	$1,376.90	$2,753.80	Stock-2 Weeks
4	2	**CX300-TPMA** CX300-TPMA;Motorola APX Series Auto-Test / Alignment	$3,826.90	$7,653.80	Stock-2 Weeks
5	2	**CX300-TPMA25** CX300-TPMA25;Motorola ASTRO 25 XTS/XTL Auto-Test and Alignment	$3,826.90	$7,653.80	Stock-2 Weeks
6	2	**CX300-ACH** CX300-ACH;Carrying Case Hard Transit	$788.90	$1,577.80	2-4 weeks
7	2	**CX300-ACS** CX300-ACS;Carrying Case Soft	$200.90	$401.80	2-4 weeks
8	2	**CX300-ACBL** CX300-ACBL;RF Cable	$132.30	$264.60	2-4 weeks
9	2	**CX300-AMIC** CX300-AMIC;Microphone	$289.10	$578.20	2-4 weeks
10	2	**63936** 63936;AC24009 DMM Test Leads; Category 3 Rated	$269.50	$539.00	2-4 weeks
11	2	**CX300-SILVER-3** CX300-SILVER-3;3 Yr Total HW Warranty + Calibration with Certificate - SILVER-3	$2,233.00	$4,466.00	Stock-2 Weeks
		Testforce USA			
12	1	**Shipping Charges**	$100.00	$100.00	
		Please send PO to: ORDERS@US.TESTFORCE.COM			
		NOTES: * Please provide the End User's name and email address			

QUOTATION

Testforce USA
4552 Sunbelt Dr
Addison, Texas
75001-5131, United States
Tel: +1-972-980-9959 Fax:

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	DELIVERY (ARO)
		with your Purchase Order. * To expedite shipping of your unit, certain Software Options may be delivered via e-mail post-purchase. We fully expect the Options files to be delivered to you before or at the same time your unit arrives.			
			TOTAL	$88,522.60	

STOCK SUBJECT TO AVAILABILITY AT TIME OF ORDER
Shipping Charges Extra
Please add Testforce USA to your list of approved vendors.
Testforce USA is a small business.
We accept Visa / Mastercard / American Express. Use of a credit card for payment can incur additional charges of 2% - 3.5%.

Quotation submitted by:

Account Support
Deedra Curtis
deedra.curtis@testforce.com
972-980-9959 x7827

Technical Account Manager
Ron Johnson
ron.johnson@testforce.com
972-980-9959 ext 7864

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ☒ NO **ORIGINAL PO#:** _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Erin Mathes Digitally signed by Erin Mathes Date: 2024.07.19 16:20:04 -07'00' DATE REQUESTED: _____

REQUESTING DEPARTMENT: Emergency Communications

VENDOR NAME: Testforce USA Inc VENDOR NUMBER: 38843

REMIT ADDRESS: STREET 4552 Sunbelt Drive CITY Addison ST TX ZIP 75001

QUANTITY: 1 DOLLAR AMOUNT: 88,522.60 PROJECT #: 22Z29.22

G/L ACCOUNT(S): 410-759---562-000 AMOUNT: 88,522.60

G/L ACCOUNT(S): AMOUNT:

G/L ACCOUNT(S): AMOUNT:

G/L ACCOUNT(S): AMOUNT:

Description of Items Purchased and Compliance with Purchasing Policy:

Two Communications Service Monitors and accessories

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): Kara Easton Digitally signed by Kara Easton Date: 2024.07.22 10:32:58 -07'00'

☐ 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 #: 8/1/24

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $111,532 purchase order for the purchase of radio equipment from JPS Interoperability Solutions, Inc., and authorize the County Manager to execute any required documents. (Brent Finster)

RECOMMENDED MOTION:
Approve a $111,532 purchase order for the purchase of radio equipment from JPS Interoperability Solutions, Inc., and authorize the County Manager to execute any required documents, as presented.

FINANCIAL IMPACT:
$111,532 from Project# 22Z29.22. This purchase is exempt from the bid process per NRS 332.115(s) related to the design of, and equipment and services associated with, systems of communication.

BACKGROUND:
This purchase is needed as part of Douglas County's Radio Upgrade Project.

ATTACHMENTS:
Est_7449_from_JPS_Interoperability_Solutions_Inc._15624.pdf
JPS Interoperability PO Request KE to pdf for posting

Quote

Quote #	7449

REMIT PAYMENT TO:
ATTN: LYNDA COLBERT

JPS Interoperability Solutions, Inc.
5800 Departure Drive | Raleigh, NC 27616 USA
P: 919.790.1011 | F: 919.865.1400

Bill to Name/Address	Ship To Name/Address
Douglas County Department of Emergency Management PO Box 218 Minden, NV 89423 US Brent Finster	Emergency Communications - Douglas County Brent Finster 1615 8th St. Minden, NV 89423 USA 775-782-9977

Primary Salesperson:	SL			Discount %	HGAC
Terms	Date	Expiration Date	Ship VIA	Shipping Term	End User
Net 30	6/28/24	8/27/24	UPS GND PPD	FCA RALEIGH	Douglas County NV

Item	Description	Qty	U/M	Rate	Amount
5160-400000	Z-SERIES Controller (up to 24 resources)	1	ea	6,101.12	6,101.12
5160-100000	ACU-Z1 NEXT GENERATION MODULAR INTEROPERABILITY GATEWAY	1	ea	10,705.56	10,705.56
5160-120000	VIM-Z1 VOICE INTERFACE MODULE	12	ea	1,963.80	23,565.60
5160-700000	MCC-4 Multi-Channel Desktop Console REV D	6	ea	2,869.43	17,216.58
5190-200000	NXU-2B NETWORK EXTENSION TOP LEVEL; with Access Kit	4	ea	1,267.89	5,071.56
5200-300000	QMT-1B; VOTER REMOTE w/OPERATION MANUAL & ACCESSORY KIT	2	ea	1,201.16	2,402.32
5160-600000	RSP-Z2 DUAL-CHANNEL TOP LEVEL w/Access Kit & Quick Start Guide	4	ea	2,421.38	9,685.52
5961-233000	CPM-6 CONTROL PROCESSOR MODULE	1	ea	2,449.98	2,449.98
5952-200000	SVM-3 SITE VOTER MODULE (UP TO 12 PER SYSTEM)	10	ea	2,030.53	20,305.30
5961-838000	DSP-2 DIGITAL PROCESSOR MODULE - BLACK	5	ea	2,411.85	12,059.25

Applicable taxes and freight, if any, may or may not be included in this quote.

This statement only applies to orders coming directly or indirectly from the US Federal Government: "As JPS Interoperability Solutions is a small business concern, pursuant to FAR 52.232-40, we request accelerated payment of our invoice. Please confirm approval of this request."

JPS Interoperability Solutions, Inc. adds an additional fee when paying by credit card. We charge a 3% fee on credit card amounts starting at $5,000 and up. We encourage our customers to pay using ACH/EFT through your bank or eCheck via QuickBooks using the View & Pay Invoice link at the bottom of the invoice.

Contact- Todd Dixon - Phone- 919-865-1253, Email- TODD.DIXON@JPS.COM

Total

JPS INTEROPERABILITY SOLUTIONS, INC. is recognized and registered in SAM as a certified small business concern. Registered as follows: CAGE CODE – 7LW62, DUNS – 080220623, Federal Tax ID – 81-2123251

THE TERMS OF SALE HEREIN ARE INCOTERMS 2020

These commodities, technologies, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited.

Quote

Quote #	7449

REMIT PAYMENT TO:
ATTN: LYNDA COLBERT

JPS Interoperability Solutions, Inc.
5800 Departure Drive | Raleigh, NC 27616 USA
P: 919.790.1011 | F: 919.865.1400

Bill to Name/Address	Ship To Name/Address
Douglas County Department of Emergency Management PO Box 218 Minden, NV 89423 US Brent Finster	Emergency Communications - Douglas County Brent Finster 1615 8th St. Minden, NV 89423 USA 775-782-9977

Primary Salesperson:	SL			Discount %	HGAC
Terms	Date	Expiration Date	Ship VIA	Shipping Term	End User
Net 30	6/28/24	8/27/24	UPS GND PPD	FCA RALEIGH	Douglas County NV

Item	Description	Qty	U/M	Rate	Amount
5951-813000	PSM-1A POWER SUPPLY MODULE - BLACK	1	ea	1,649.21	1,649.21
Shipping On JPS Ac...	Shipping On JPS Account	1	ea	320.00	320.00
INCO	THE TERMS OF SALE HEREIN ARE INCOTERMS 2020. Unless expressly stated otherwise, JPS ships per Incoterms 2020 FCA Raleigh, which means that ownership transfers to Buyer when the product is loaded onto the carrier at JPS's factory in Raleigh, North Carolina; the total invoiced amount is Buyer's risk during shipment and is not insured by JPS (Buyer may purchase insurance to cover said risk – please advise if you would like to purchase the insurance).			0.00	0.00
Contact Name	Brent Finster			0.00	0.00
Contact Email	bfinster@douglasnv.us			0.00	0.00
Contact Phone	(775) 782-9977			0.00	0.00

Applicable taxes and freight, if any, may or may not be included in this quote.

This statement only applies to orders coming directly or indirectly from the US Federal Government: "As JPS Interoperability Solutions is a small business concern, pursuant to FAR 52.232-40, we request accelerated payment of our invoice. Please confirm approval of this request."

JPS Interoperability Solutions, Inc. adds an additional fee when paying by credit card. We charge a 3% fee on credit card amounts starting at $5,000 and up. We encourage our customers to pay using ACH/EFT through your bank or eCheck via QuickBooks using the View & Pay Invoice link at the bottom of the invoice.

Contact- Todd Dixon - Phone- 919-865-1253, Email- TODD.DIXON@JPS.COM

Total $111,532.00

JPS INTEROPERABILITY SOLUTIONS, INC. is recognized and registered in SAM as a certified small business concern. Registered as follows: CAGE CODE – 7LW62, DUNS – 080220623, Federal Tax ID – 81-2123251

THE TERMS OF SALE HEREIN ARE INCOTERMS 2020

These commodities, technologies, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited.

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ☒ NO **ORIGINAL PO#:** _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Erin Mathes Digitally signed by Erin Mathes Date: 2024.07.19 15:29:43 -07'00' DATE REQUESTED: _____

REQUESTING DEPARTMENT: _____

VENDOR NAME: JPS Interoperability Solutions Inc VENDOR NUMBER: 9857

REMIT ADDRESS: STREET 5800 Departure Drive CITY Raleigh ST NC ZIP 27616

QUANTITY: 1 DOLLAR AMOUNT: 111,532.00 PROJECT #: 22Z29.22

G/L ACCOUNT(S): 410-759-562-000 AMOUNT: 111,532.00

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 of Radio over IP (RoIP), backhaul, and interoperability equipment

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): Kara Easton Digitally signed by Kara Easton Date: 2024.07.22 10:32:36 -07'00'

☐ 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 #: 8/1/24 Item M

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through July 1, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through July 1, 2024, as presented.

FINANCIAL IMPACT:
None

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

ATTACHMENTS:
Cash Report as of July 1, 2024.pdf

Douglas County, Nevada
Cash Report
6/21/2024 - 7/1/2024

Fund	Description	Beginning Balance 6/21/2024	Total Debits Increases	Total Credits Decreases	Notes	Ending Balance 7/1/2024
101	General Fund	19,659,869.25	2,660,165.35	2,203,952.28	1	$ 20,116,082.32
101	General Fund - RESTRICTED	543,226.31	-	-		543,226.31
201	Stabilization Fund	782,285.58	-	-		782,285.58
202	NV Cooperative Extension	821,575.12	200.02	11,715.87		810,059.27
208	Cash Trust	943,869.74	2,335.41	925.06		945,280.09
211	Solid Waste Mgmt.	2,863,222.84	-	7,777.89		2,855,444.95
212	Landscape Maintenance Districts	11,338.99	-	-		11,338.99
215	Assistance To Indigents	2,216,981.08	399.93	-		2,217,381.01
216	Social Services	2,247,202.36	4,183.44	81,229.98		2,170,155.82
217	One Nevada (Opioid Settlement)	867,098.69	-	2,962.34		864,136.35
218	ARPA	6,412,944.42	-	60,561.64		6,352,382.78
220	PALS Sales Tax Fund	226,764.73	212,947.59	-		439,712.32
222	Law Library	54,461.40	-	-		54,461.40
224	Library - Unrestricted	830,354.51	150.75	64,785.70		765,719.56
232	Road Operating	2,370,564.93	93,657.08	75,848.68		2,388,373.33
234	Room Tax	8,729,833.13	1,083,003.12	937,734.69	2	8,875,101.56
235	Library Gift Fund	112,111.02	440.05	2,370.66		110,180.41
236	Tahoe-Douglas Trans.Dist.	4,449,055.94	-	1,432.12		4,447,623.82
240	Justice Ct. Admin. Assess	1,257,779.94	-	-		1,257,779.94
242	China Spring Youth Camp	409,319.75	8,275.67	113,700.93		303,894.49
245	Stormwater Management	974,248.27	1,953.59	241,100.68		735,101.18
246	Flood Litigation Settlement Fund	121,181.60	-	-		121,181.60
255	911 Emergency Services	2,741,938.56	333.30	64,568.06		2,677,703.80
256	911 Surcharge	664,662.75	24,553.48	23,550.87		665,665.36
260	Senior Services Program	1,780,782.95	8,242.06	82,227.70		1,706,797.31
309	Risk Management	8,841,628.25	1,792.17	42,415.85		8,801,004.57
310	Self Ins.Dental Insurance	781,120.90	3,909.17	9,948.92		775,081.15
313	Motor Pool/Vehicle Maint	1,333,071.34	3,558.24	39,598.75		1,297,030.83
324	Regional Water Fund	1,821,316.50	76,604.93	1,468.79		1,896,452.64
325	Sewer Utility	8,794,606.63	74,462.34	47,253.54		8,821,815.43
325	Sewer Utility - RESTRICTED	203,861.00	-	-		203,861.00
328	Douglas County Water Utility	20,497,437.36	219,851.08	184,297.63		20,532,990.81
328	Douglas County Water Utility - RESTRICTED	240,423.33	-	-		240,423.33
360	Airport Enterprise Fund	1,837,206.07	25,413.15	16,339.76		1,846,279.46
360	Airport Enterprise Fund - RESTRICTED	7,932.71	-	-		7,932.71
401	Extraordinary Maintenance	3,533,232.21	-	-		3,533,232.21
405	Ad Val Capital Projects	1,080,956.47	340.38	12,812.50		1,068,484.35
410	County Construction	6,755,138.26	-	629.20		6,754,509.06
420	Park Resident.Const.Tax	981,454.13	18,977.20	1,496.64		998,934.69
430	Regional Transportation	17,616,961.98	151,994.62	9,397.40		17,759,559.20
541	Co Debt/Other Resources	1,215,239.85	-	-		1,215,239.85
600	Dc Redevelopment Area 2-Admin.	30,749.00	-	-		30,749.00
601	Dc Redevl. Area 2-Cap. Projects	26,518.07	-	-		26,518.07
606	Dc Redevel.-Cap.Projects	2,609,084.55	-	-		2,609,084.55
610	Gardnerville Town	1,351,552.21	34,369.79	56,162.97		1,329,759.03
611	Gardnerville Health & San	497,451.42	20,493.31	35,116.17		482,828.56
614	G'ville Ad Val Cap Proj	174767.65	389.85	0		175,157.50
620	Genoa Town	504,489.06	56,552.72	9,667.25		551,374.53
622	Genoa Ad Val Cap Projects	68,901.93	-	-		68,901.93
624	Genoa Construction Res	14,712.25	-	-		14,712.25
630	Minden Town	529,334.45	56,113.71	58,879.50		526,568.66
631	Minden Ad Val Cap Project	112,364.13	-	-		112,364.13
635	Minden Trash	623,004.26	22,353.10	55,933.26		589,424.10
636	Minden Cap.Equip./Constr.	2,731,581.77	10.00	2,125.00		2,729,466.77
639	Minden Wholesale Water Utility	6,208,079.98	-	41,423.21		6,166,656.77
640	Minden Town Water	9,104,550.22	22,655.89	39,771.56		9,087,434.55
850	Employee Benefit Trust	566,984.12	64,903.92	460,416.13	3	171,471.91
Total Cash for County & Unincorporated Towns		$ 162,788,385.92	$ 4,955,586.41	$ 5,101,599.18		$ 162,642,373.15

Fund	Description	Beginning Balance 6/21/2024	Total Debits Increases	Total Credits Decreases	Notes	Ending Balance 7/1/2024
710	School District	57,403.56	88,592.37	-		$ 145,995.93
720	School Dist. Debt	3,144.76	668.26	-		3,813.02
804	Carson Water Sub	415.69	111.43	-		527.12
806	Cave Rock	-	491.86	-		491.86
808	Dcsid M&O	-	-	-		-
809	EFFPD	6,577.55	1,611.97	-		8,189.52
810	Elk Point Sanitation	4.42	-	-		4.42
812	Gardnerville Rancho Gid	114.73	255.60	-		370.33
813	Genoa Lakes District	250,135.65	-	-		250,135.65
814	Indian Hill	4.24	158.48	-		162.72
818	Kingsbury GID	1,360.08	342.22	-		1,702.30
822	Lakeridge	-	-	-		-
823	Legal Services	5,622.76	-	-		5,622.76
824	Logan Creek	-	-	-		-
826	MGSD	172.97	21.99	-		194.96
830	Oliver Park	-	-	-		-
832	Round Hill GID	26.92	14.47	-		41.39
834	Sierra Estates	-	-	-		-
836	Skyland	-	-	-		-
838	Tahoe Douglas Sanitation	403.35	43.67	-		447.02
839	Tahoe Douglas Fire	10,233.06	1,938.52	-		12,171.58
840	Topaz Estates	311.32	396.62	-		707.94
842	Zephyr Cove	-	-	-		-
844	Zephyr Heights	158.19	-	-		158.19
846	Zephyr Knolls	-	-	-		-
847	EF Swim Pool Dist Oper	1,753.34	444.70	-		2,198.04
855	Inmate Commissary Fund	98,799.97	2,325.75	3,165.55		97,960.17
856	Inmates Trust	20,473.50	-	-		20,473.50
865	Unclaimed Monies	102,507.56	2,799.68	-		105,307.24
885	Mosquito District	445.14	93.90	-		539.04
890	State Of Nevada	1,746,320.26	200,080.04	-		1,946,400.30
892	Department Of Wildlife	6,302.08	-	-		6,302.08
894	Range Improvements	-	-	-		-
896	Refund Of Taxes	-	-	-		-
Total Cash for Agency and Trust Funds		$ 2,312,691.10	$ 300,391.53	$ 3,165.55		$ 2,609,917.08
Total Cash		$ 165,101,077.02	$ 5,255,977.94	$ 5,104,764.73		$ 165,252,290.23

Notes

1	General Fund	Revenue Collections / Accounts Payable, Payroll
2	Room Tax	Revenue Collections / Accounts Payable, Payroll
3	Employee Benefit Trust	Benefits Payments

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

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-078** ratifying the elimination of the $200 District Courts I and II and $250 Tahoe Justice Court Indigent petty cash accounts. (Kathy Lewis)

RECOMMENDED MOTION:
Adopt Resolution 2024R-078 as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
The District Court and Tahoe Justice Court have indicated that they no longer need two petty cash funds because they are able to make small purchases on their purchasing credit card. Today's action seeks to ratify the elimination of the $200 District Courts I and II and $250 Tahoe Justice Court - Indigent petty cash funds, removing them from the list of authorized petty cash funds within the County.

ATTACHMENTS:
Petty Cash Resolution 2024R-078_Removed Dist and Tahoe Indigent Courts.pdf

RESOLUTION NO. 2024R-078

RESOLUTION AMENDING RESOLUTION 2024R-018 AND ESTABLISHING AN UPDATED LIST OF PETTY CASH FUNDS

WHEREAS, Nevada Revised Statutes 354.609 permits the County Commissioners of Douglas County to establish petty cash accounts to assist in the administration of any activities in which Douglas County is authorized by law to engage, and

WHEREAS, the purpose of the petty cash accounts is to enable various departments to have cash on hand for small purchases, or to establish a cash drawer for daily operations and certain special events, and

WHEREAS, the source of money to fund the petty cash accounts will be from the Funds listed in the table below as approved and budgeted by the Douglas County Board of Commissioners; and

WHEREAS, expenditures from the petty cash accounts will be subject to and controlled by applicable Douglas County policies; and

WHEREAS, the maximum dollar amount for any single expenditure from the petty cash account shall be equal to the total maximum allowed petty cash account balance; and

WHEREAS, the expenditures will be reimbursed no less often than monthly and shall be supported by proper evidence in the same manner as any other claim,

THEREFORE, BE IT RESOLVED that the Douglas County Board of Commissioners amends Resolution 2024R-018 to read as follows:

The following petty cash funds are hereby established:

OFFICE LOCATION	FUND	AMOUNT
Animal Control	101-General	$300.00
Community Development	101-General	150.00
Clerk	101-General	400.00
Court Clerks	101-General	100.00
District Attorney	101-General	300.00
East Fork Justice Court	101-General	600.00
Recorder	101-General	100.00
Sheriff - Records	101-General	800.00
Sheriff	101-General	10,000.00
Clerk-Treasurer - Tahoe General Svcs	101-General	800.00
Tahoe Department of Motor Vehicles	101-General	800.00
Tahoe Justice Court	101-General	600.00

Treasurer	101-General	1,600.00
Weed Control	101-General	100.00
SUB TOTAL FOR GENERAL FUND		$16,650.00

OFFICE LOCATION	**FUND**	**AMOUNT**
Social Services	216-Social Services	200.00
Social Services - Adult Day Club	216-Social Services	200.00
Community Health Nurse	216-Social Services	200.00
Library - Minden	224-Library	500.00
Library - Tahoe	224-Library	50.00
Parks	234-Room Tax	100.00
Recreation - Administration	234-Room Tax	800.00
Recreation - Kahle	234-Room Tax	800.00
Recreation - Special Events	234-Room Tax	200.00
Senior Services	260-Senior Services	200.00
Senior Services - Special Events	260-Senior Services	200.00
Public Works	328-Douglas County Water Utility	300.00
Airport	360-Airport	$150.00
Airport	360-Airshow Petty Cash	10,000.00
Town of Gardnerville	610-Gardnerville	50.00
Town of Gardnerville	611-G.ville Health & Sanitation	100.00
Town of Genoa	620-Genoa	500.00
Town of Genoa – Special Events	620-Genoa	8,000.00
Town of Minden	630-Minden	100.00
SUB TOTAL FOR OTHER FUNDS		$22,650.00
	TOTAL	**$39,300.00**

ADOPTED this 1st day of August 2024, by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

_____

_____

Absent Commissioners: _____

_____

Wesley Rice, Chairman
Douglas County
Board of Commissioners

ATTEST:

_____

Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve using the $76,700 Energy Efficiency and Conservation Block Grant (EECB Grant) to upgrade the heating/cooling unit at the Animal Shelter and replace the lights in County buildings to be more energy efficient. (Kathy Lewis)

RECOMMENDED MOTION:
Approve using the $76,700 EECB Grant to upgrade the heating/cooling unit at the Animal Shelter and replace the lights in County buildings to be more energy efficient.

FINANCIAL IMPACT:
The grant award is $76,700, there is no financial impact as no match is required.

BACKGROUND:
The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. The Board of County Commissioners previously accepted the grant award at its July 6, 2023, meeting (Item O, Project 23F39). The grant award is $76,700 and is effective through June 2025. The original proposal was to install electric charging station infrastructure due to the increase of electric and electric hybrid vehicles by the citizens and guests of Douglas County. However, this proposal was abandoned by staff in favor of improvements at the Animal Shelter and energy efficient lighting replacements throughout the County.

ATTACHMENTS:
Douglas County Authorized Applicant Assurance Letter.pdf
Application Form SF424 06142023133740.pdf
EECBG Award Allocation Douglas County, NV.pdf
July 6 2023 Board Action.pdf

Jenifer Davidson
County Manager

www.douglascountynv.gov
775-782-6202

1594 Esmeralda Avenue
Minden, Nevada 89423

PO Box 218
Minden, NV 89423

23 April 2024

Authorized Applicant Assurance Letter

U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant – DE- FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Please consider this letter as my certification that Debbie Swickard, Grants Administrator has been appointed to represent Douglas County and is the contact for Douglas County, which is authorized to receive funds, and implement the Energy Efficiency and Conservation Block Grant Program for the above referenced grant. The contact information is below:

NAME: Debbie Swickard
EMAIL: dswickard@douglasnv.us
PHONE: 775.782.9029

Sincerely,

Jenifer Davidson
County Manager
jrdavidson@douglasnv.us

OMB Number: 4040-004
Expiration Date: 10/31/2019

APPLICATION FOR FEDERAL ASSISTANCE SF-424 Version 02

1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

2. Type of Application:
- [X] New
- [ ] Continuation
- [ ] Revision

If Revision, select appropriate letter(s)

Other (specify):

3. Date Received

4. Applicant Identifier:

5a. Fed Entity Identifier:
KE5GF37F6F95

5b. Federal Award Identifier:
DE-SE0000491

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

a. Legal Name: Douglas County

b. Employer/Taxpayer Identification Number (EIN/TIN):
88-6000031

c. UEI:
KE5GF37F6F95

d. Address:

Street 1: 1594 Esmeralda Ave

Street 2:

City: Minden

County: DOUGLAS County

State: NV

Province:

Country: U.S.A.

Zip / Postal Code: 894230218

e. Organizational Unit:

Department Name:
Finance - Grants

Division Name:
Douglas County

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms

First Name: Debbie

Middle Name:

Last Name: Swickard

Suffix:

Title: Grants Administrator

Organizational Affiliation: Douglas County Finance - Grants

Telephone Number: 7757829029

Fax Number:

Email: dswickard@douglasnv.us

APPLICATION FOR FEDERAL ASSISTANCE SF-424 Version 02

9. Type of Applicant:

B County Government

10. Name of Federal Agency:

U. S. Department of Energy

11. Catalog of Federal Domestic Assistance Number:

81.128

CFDA Title:

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021

12. Funding Opportunity Number:

DE-FOA-0002882

Title:

2022 EECBG Bipartisan Infrastructure Law

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Douglas County, Nevada

15. Descriptive Title of Applicant's Project:

Transportation Infrastructure - Electric Charging Station

OMB Number: 4040-004
Expiration Date: 10/31/2019

APPLICATION FOR FEDERAL ASSISTANCE SF-424 Version 02

16.Congressional District Of:

a. Applicant: Nevada Congressional District 02 b. Program/Project: NV-02

Attach an additional list of Program/Project Congressional Districts if needed:

17. Proposed Project:

a. Start Date: 07/01/2023 b. End Date: 06/30/2025

18. Estimated Funding ($):

a. Federal	76,700.00
b. Applicant	0.00
c. State	0.00
d. Local	0.00
e. Other	0.00
f. Program Income	0.00
g. TOTAL	76,700.00

19. Is Application subject to Review By State Under Executive Order 12372 Process?:

☐ a. This application was made available to the State under the Executive Order 12372 Process for review

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

20. Is the applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation)

No

21. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to**

☒ I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency

Authorized Representative:

Prefix: First Name: Jenifer

Middle Name:

Last Name: Davidson

Suffix:

Title: County Manager

Telephone Number: 7757829003 Fax Number:

Email: jdavidson@douglasnv.us

Signature of Authorized Representative: Signed Electronically **Date Signed:**

#	State/Territory	Entity Name	Level of Government	Allocation
1203	NM	Dona Ana	County	$78,650
1204	NM	McKinley	County	$77,520
1205	NM	Otero	County	$76,280
1206	NM	Rio Arriba	County	$76,350
1207	NM	San Juan	County	$77,580
1208	NM	Sandoval	County	$76,540
1209	NM	Santa Fe	County	$77,200
1210	NM	Taos	County	$76,180
1211	NM	Valencia	County	$77,550
1212	NM	Alamogordo	City	$76,060
1213	NM	Albuquerque	City	$512,750
1214	NM	Carlsbad	City	$76,110
1215	NM	Clovis	City	$76,310
1216	NM	Farmington	City	$76,680
1217	NM	Hobbs	City	$76,410
1218	NM	Las Cruces	City	$160,190
1219	NM	Rio Rancho	City	$149,420
1220	NM	Roswell	City	$76,680
1221	NM	Santa Fe	City	$144,530
1222	NV	Churchill	County	$75,870
1223	NV	Clark	County	$844,640
1224	NV	Douglas	County	$76,700
1225	NV	Elko	County	$76,100
1226	NV	Humboldt	County	$75,600
1227	NV	Lyon	County	$76,190
1228	NV	Nye	County	$76,720
1229	NV	Pershing	County	$75,230
1230	NV	Washoe	County	$78,680
1231	NV	White Pine	County	$75,330
1232	NV	Boulder	City	$75,520
1233	NV	Carson City	City	$120,450
1234	NV	Elko	City	$75,750
1235	NV	Fernley	City	$75,730
1236	NV	Henderson	City	$307,600
1237	NV	Las Vegas	City	$583,470
1238	NV	Mesquite	City	$75,720
1239	NV	North Las Vegas	City	$262,780
1240	NV	Reno	City	$280,500

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 6, 2023

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept a $76,700 Fiscal Year 2022-23 Energy Efficiency & Conservation Block Grant (EEC Block Grant) from the United States Department of Energy; adopt **Resolution 2023R-062** augmenting the budget of the General Fund revenues and expenditures in the amount of the grant; and authorize the County Manager to sign all grant related documents. (Debbie Swickard)

RECOMMENDED MOTION:
Accept a $76,700 Fiscal Year 2022-23 EEC Block Grant from the United States Department of Energy; adopt Resolution 2023R-062 augmenting the budget of the General Fund revenues and expenditures; and authorize the County Manager to sign all grant related documents.

FINANCIAL IMPACT:
The grant allocation to Douglas County is $76,700 with no match required.

BACKGROUND:
As part of the Infrastructure Investment and Jobs Act (IIJA) of 2021, the Office of State and Community Energy Programs (SCEP) and the U.S. Department of Energy (DOE) have allocated funding to local governments for energy efficiency and conservation. Douglas County was awarded $76,700 with no match required. Electric charging station infrastructure is an eligible project under the grant. Possible locations are being considered include Gardnerville Ranchos, Topaz Lake and Topaz Ranch Estates as they are qualifying areas according to Office of Management and Budget (OMB). Including these areas would support the purpose of the grant to increase infrastructure for electric vehicles traveling along major highways.

ATTACHMENTS:
EECBG Award Allocation Douglas County, NV.pdf
Board Resolution 2023R-062.pdf
Grant Form Packet.pdf

#	State/Territory	Entity Name	Level of Government	Allocation
1203	NM	Dona Ana	County	$78,650
1204	NM	McKinley	County	$77,520
1205	NM	Otero	County	$76,280
1206	NM	Rio Arriba	County	$76,350
1207	NM	San Juan	County	$77,580
1208	NM	Sandoval	County	$76,540
1209	NM	Santa Fe	County	$77,200
1210	NM	Taos	County	$76,180
1211	NM	Valencia	County	$77,550
1212	NM	Alamogordo	City	$76,060
1213	NM	Albuquerque	City	$512,750
1214	NM	Carlsbad	City	$76,110
1215	NM	Clovis	City	$76,310
1216	NM	Farmington	City	$76,680
1217	NM	Hobbs	City	$76,410
1218	NM	Las Cruces	City	$160,190
1219	NM	Rio Rancho	City	$149,420
1220	NM	Roswell	City	$76,680
1221	NM	Santa Fe	City	$144,530
1222	NV	Churchill	County	$75,870
1223	NV	Clark	County	$844,640
1224	NV	Douglas	County	$76,700
1225	NV	Elko	County	$76,100
1226	NV	Humboldt	County	$75,600
1227	NV	Lyon	County	$76,190
1228	NV	Nye	County	$76,720
1229	NV	Pershing	County	$75,230
1230	NV	Washoe	County	$78,680
1231	NV	White Pine	County	$75,330
1232	NV	Boulder	City	$75,520
1233	NV	Carson City	City	$120,450
1234	NV	Elko	City	$75,750
1235	NV	Fernley	City	$75,730
1236	NV	Henderson	City	$307,600
1237	NV	Las Vegas	City	$583,470
1238	NV	Mesquite	City	$75,720
1239	NV	North Las Vegas	City	$262,780
1240	NV	Reno	City	$280,500

RESOLUTION NUMBER 2023R-062

RESOLUTION AUGMENTING DEPARTMENT
101
2022-2023 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Energy Efficiency & Conservation Block Grant (EECBG)
Project # 23F39

Revenue			
	101-000 331.500	Grant Revenue - Federal	76,700.00
	101-000 331.510	Grant Revenue - State	-
	101-000 360.300	Grant Revenue - Non Govt.	-
		TOTAL REVENUES	76,700.00
Expenditures			
	Various	Salaries & Benefits	-
	101-172 511.150	Grant Match - Salary	-
	101-172 511.999	Grant Match - Salary Offset	-
	101-172 540.010	Grants-Services & Supplies	76,700.00
	101-172 541.501	Grant Match - Serv & Supplies	-
	101-172 533.999	Grant Match - Serv & Supplies	-
	101-172 562.100	Grants-Capital Outlay	-
Match	101-172 562.110	Grant Match - Capital Outlay	-
		TOTAL EXPENDITURES	76,700.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2022-2023 Fiscal Year budget is herein amended.

Adopted this 6th day of July, 2023 by the following vote:

VOTE: Ayes Commissioners: Nowosad, Tarkanian, Gardner, Hales

Nays Commissioners:

Absent Commissioners: Rice

Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

Amy Burgans
Douglas County Clerk-Treasurer

1 total page

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	5.1.23	**Fund-Department #**	101 / 172
Project Number	23F39	**Fund-Department Name**	Finance
Grant Title	Energy Efficiency & Conservation Block Grant (EECBG)		
Grant Purpose	As part of the Investment and Jobs Act (IIJA) of 2021, The Office of State and Community Energy Programs (SCEP) and the U.S. Department of Energy (DOE) have allocated funding to local governments for energy efficiency and conservation. Grant Number SE0000491		
Awarding Entity	US Department of Energy - 2022 EECBG Bipartisan Infrastructure Law		
Total Grant Funds	$ 76,700.00		
Grant Start Date	7.1.23	**End Date**	06.30.25
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)	
Federal CFDA#	81.128		
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
County Match Required?	☐ No ☑ Yes - enter $amount or %	**Match Amt**	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

County Contact Information

Contact Name	Debbie Swickard	**Phone#**	775.782.9029
Contact email	dswickard@douglasnv.us		

Grantor Information

Grantor Contact Name		**Grantor Contact Phone #**	
Grantor Contact Email			
Pass-Through Entity		**Pass-Through Contract #**	
Pass-Thru Contact Name		**Pass-Thru Contact Phone #**	
Pass-Thru Contact Email			

Financial Information

Revenue			**Source of Funds**
101-000 331.500	Grant Revenue - Federal	$ 76,700.00	(Awarding entity, county match, etc)
101-000 331.510	Grant Revenue - State	$ -	
101-000 360.300	Grant Revenue - Non-Govt.	$ -	
	Match - Non Grant Reimbursement	$ -	
	Total Revenue	$ 76,700.00	

Expenditure			**Is this Budgeted?**	
Various	Salaries & Benefits	$ -		
101-172 511.150	Grant Match - Salary	$ -	☐ Yes	☐ No - explain below
101-172 511.999	Grant Match Offset	$ -		
	Where is the match coming from?		GL	
101-172 540.010	Grants-Services & Supplies	$ 76,700.00		
101-172 541.501	Grant Match - Serv & Supplies	$ -	☐ Yes	☐ No - explain below
101-172 533.999	Grant Match - Serv & Supplies Offset	0.00		
	Where is the match coming from?		GL	
101-172 562.100	Grants-Capital Outlay			
101-172 562.110	Grant Match - Capital Outlay		☐ Yes	☐ No - explain below
	Where is the match coming from?		GL	
	Total Expenditure	$ 76,700.00		

Where will match funds come from?

Estimated Grant Funds (including County Match) by Fiscal Year

Year	**Amount**
FY22-23	$ 76,700.00
FY23-24	$ -
FY24-25	$ -
Total	$ 76,700.00

Required Approvals

Approval to apply	*Debbie Swickard*	**Date**	**5.1.23**
Internal Review Committee		**Date**	
Board of County Commissioners		**Date**	

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	5.1.23	**Fund-Department #**	101	172
Project Number	23F39	**Fund-Department Name**	Finance	
Grant Title	Energy Efficiency & Conservation Block Grant (EECBG)			

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-079**, authorizing the distribution of transient occupancy taxes collected in the Room Tax fund to the Carson Valley Visitors Authority, in an amount equal to 5/8 of the 1% transient occupancy tax collected, and 3% of the transient occupancy tax, less a 1% administrative fee, for Fiscal Year 2024-25 per Douglas County Code sections 3.14.020(A) and 3.12.020(A). (Jenni Cartwright)

RECOMMENDED MOTION:
Adopt Resolution 2024R-079 as presented.

FINANCIAL IMPACT:
Annual payments to the Carson Valley Visitors Authority (CVVA) in an amount equal to 5/8 of the 1% transient occupancy tax collected and 3% of the transient occupancy tax, less a 1% administrative fee, pursuant to Douglas County Code sections 3.14.020(A) and 3.12.020(A), from properties in the East Fork Township, to be paid in monthly installments for Fiscal Year 2024-25. This amount was included in the Fiscal Year 2024-25 budget of the Room Tax Fund (234).

BACKGROUND:
Funding for the Carson Valley Visitors Authority (CVVA) was approved by the Board of Commissioners in the Fiscal Year 2024-25 budget. Resolution 2024R-079 authorizes the payment of this funding pursuant to Douglas County Code Sections 3.14.020(A), which was adopted pursuant to NRS Chapter 244.3352 and the Douglas County Lodgers Tax Law, which mandates that these funds be used to promote tourism. These two components of Room Tax are remitted to the County, and the County then has discretion as to how to expend the tax money to promote tourism. Historically, these funds have been transferred annually to Carson Valley Visitors Authority (CVVA) by resolution in order to document the requirements of CVVA to utilize the funds to promote tourism. For Fiscal Year 2023-24, the budgeted distribution amount to Carson Valley Visitors Authority (CVVA) was $798,767, which is projected to be met in the current Fiscal Year as well.

ATTACHMENTS:
2024R-079_FY25 EF Township.pdf

Resolution No. 2024R-079

A Resolution Authorizing Funding from the Douglas County Room Tax Fund for the Carson Valley Visitors Authority for Fiscal Year 2024-2025

Whereas, NRS 244.3352-1(b) requires that Douglas County impose a tax at the rate of 1 percent (1%) of the gross receipts from the rental of transient lodging upon all persons in the business of providing lodging, and NRS 244.3354-2(b) requires that 5/8 of the 1% tax imposed be used to advertise the resources of the County related to tourism, including available accommodations, transportation, entertainment, natural resources and climate and to promote special events related thereto, and

Whereas, the Board of County Commissioners may use the proceeds of the occupancy tax pursuant to Douglas County Code, 3.12.140; and

Whereas, in accordance with Douglas County Lodgers Tax Law, Chapter 639, Statutes of Nevada, Section 28, Douglas County imposes an occupancy tax of eight percent (8%) of gross taxable rent on lodging within the portion of the county lying in the East Fork Township, and any amount in excess of 5% must be used exclusively for advertising, publicizing and promoting tourism and recreational facilities, and

Whereas, the Douglas County Board of Commissioners supports the promotion of tourism through a coordinated effort, and supports the marketing efforts of the Carson Valley Visitors Authority, to attract tourism to Douglas County.

Now, therefore be it resolved, by the Douglas County Board of Commissioners that funds be granted for Fiscal Year 2024-2025 to the Carson Valley Visitors Authority as follows:

1. An amount equal to 5/8 of the 1% transient occupancy tax collected pursuant to NRS 244.3352, from properties in the East Fork Township, to be paid in monthly installments.

2. After a 1% administrative fee has been retained by Douglas County, an amount equal to 3% transient occupancy tax collected pursuant to the Douglas County Lodgers Tax Law, Chapter 639, Statutes of Nevada, from properties in the East Fork Township, to be paid in monthly installments.

Resolution 2024R-079 is adopted this 1st day of August, 2024, by the following vote:

VOTE: Ayes Commissioners: _____
_____
_____
_____
_____

Nays Commissioners: _____
_____
_____
_____
_____

Absent Commissioners: _____

_____
Wesley Rice, Chairman
Douglas County
Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. R.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-080**, authorizing the distribution of Fiscal Year 2024-25 transient occupancy taxes collected in the Room Tax fund per Douglas County Code 3.14.020(A) to the Lake Tahoe South Shore Chamber of Commerce, in the amount of $75,000, and the remaining funds to the Lake Tahoe Visitors Authority. (Jenni Cartwright)

RECOMMENDED MOTION:
Adopt Resolution 2024R-080, as presented.

FINANCIAL IMPACT:
The financial impact will equal 5/8 of the 1% transient occupancy tax for Fiscal Year 2024-2025, with $75,000 transferred to the Lake Tahoe South Shore Chamber of Commerce and the remaining tax proceeds transferred to the Lake Tahoe Visitors Authority.

BACKGROUND:
Funding for the Lake Tahoe Visitors Authority (LTVA) and the Lake Tahoe South Shore Chamber of Commerce (Tahoe Chamber) for Fiscal Year 2024-2025 was approved by the Board of Commissioners during the County's budget hearings. Douglas County Code Section 3.14.020(A) states that this component of transient occupancy taxes must be used "to advertise the resources of the county related to tourism, including available accommodations, transportation, entertainment, natural resources and climate and to promote special events related thereto." Douglas County has discretion on how to expend these taxes consistent with the above County Code requirements. Resolution 2024R-080 authorizes the pass-through of these taxes to the LTVA and Tahoe Chamber. These entities can more effectively and efficiently apply these funds for the purposes stated in the above County Code than the County could do if we performed the services ourselves.

The LTVA governed by a Board of Directors. The mission of the LTVA is to market the South Shore of Lake Tahoe as a unique, world-class, year-round destination to the regional, national and international marketplace, and to favorably impact the South Shore economy through overnight stays and tourism

spending. It accomplishes this mission through a comprehensive marketing plan including advertising, sales (domestic and international industry and meetings/conventions) public relations, visitor information services and special events.

The LTVA has a Memorandum of Understanding with the Tahoe Douglas Visitors Authority (TDVA) that recognizes the LTVA as the Destination Marketing Organization for the South Shore, including the Tahoe Township and all of its assets and lodging. Essentially the LTVA is the "marketing arm" of the TDVA, performing all marketing, publicity, and promotion activities to accomplish the TDVA's objective of promoting tourism and recreation in the Tahoe Township (the TDVA's other objective is to plan, construct and operate a multi-use events and convention center). The LTVA also provides administrative services to the TDVA, allowing both organizations to operate more efficiently and without redundancy. Because LTVA and TDVA functions are performed in part by shared staff, both entities operate from a single office location.

The Tahoe Chamber is a 501(c)(6) non-profit corporation formed under the laws of the State of Nevada and governed by a Board of Directors. It is a membership-based organization that promotes local economy sustainability, business advocacy, governmental relations, and civic, cultural, and educational activities.

Under the proposed resolution $75,000 of the 5/8 of 1% transient occupancy tax levied pursuant to Douglas County Code section 3.14.020(A) will be transferred to the Tahoe Chamber and the remainder to the Lake Tahoe Visitors Authority (LTVA). The resolution serves to memorialize both agencies' requirement to use to funds in accordance with County Code requirements. For Fiscal Year 2023-24, the budgeted distribution amount to the Lake Tahoe Visitors Authority (LTVA) was $824,664. The Lake Tahoe South Shore Chamber of Commerce (Tahoe Chamber) Fiscal Year 2023-24 budgeted distribution amount was $75,000, which we are projected to meet.

ATTACHMENTS:
2024R-080_FY25 TahoeTownship.pdf
TOT 6 year.pdf

Resolution No. 2024R-080

A Resolution Authorizing Funding from the Douglas County Room Tax Fund for the Lake Tahoe Visitors Authority and the Lake Tahoe South Shore Chamber of Commerce for Fiscal Year 2024-2025

Whereas, NRS 244.3352-1(b) requires that Douglas County impose a tax at the rate of 1 percent (1%) of the gross receipts from the rental of transient lodging upon all persons in the business of providing lodging, and NRS 244.3354-2(b) requires that 5/8 of the 1% tax imposed be used to advertise the resources of the County related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events related thereto, and

Whereas, the Douglas County Board of Commissioners supports the promotion of tourism through a coordinated effort, and the Lake Tahoe South Shore Chamber of Commerce and the Lake Tahoe Visitors Authority coordinate events and support activities to benefit tourism activity and growth within the County.

Now, therefore be it resolved, by the Douglas County Board of Commissioners that funds be granted to the Lake Tahoe South Shore Chamber of Commerce in the amount of $75,000 for the Fiscal Year 2024-2025, to be paid in monthly installments.

Now, therefore be it further resolved, by the Douglas County Board of Commissioners that funds be granted to the Lake Tahoe Visitors Authority in an amount equal to 5/8 of the 1% transient occupancy tax collected pursuant to NRS 244.3352, from properties in the Tahoe Township, for the Fiscal Year 2024-2025, less the $75,000 granted to the Lake Tahoe South Shore Chamber of Commerce, to be paid in monthly installments.

Resolution 2024R-080 is adopted this 1st day of August, 2024, by the following vote:

VOTE: Ayes Commissioners: _____
_____
_____
_____
_____

Nays Commissioners: _____
_____
_____
_____
_____

Absent Commissioners: _____

_____
Wesley Rice, Chairman
Douglas County
Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Douglas County
Total Room Tax

VHR = (Vacation Home Rentals)

Lake

Revenue VHR	Fiscal Year 2019/2020 Actual	Fiscal Year 2020/2021 Actual	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Actual	Fiscal Year 2023/2024 Budgeted	Fiscal Year 2024 /2025 Budgeted
Room Tax VHR 12 5/8 cent	$ 2,047,156	$ 4,232,035	$ 4,005,362	$ 3,760,794	$ 4,440,664	$ 4,028,562
Room Tax VHR 1 3/8 cent (Not in RT Budget)	$ 222,958	$ 460,915	$ 436,228	$ 409,591	$ 483,637	$ 438,754
Sub Total	$ 2,270,114	$ 4,692,950	$ 4,441,590	$ 4,170,385	$ 4,924,301	$ 4,467,316
$5 Surcharge VHR	$0	$ 392,584	$ 323,608	$ 289,453	$ 352,320	$ 241,059
Total	$2,270,114	$ 5,085,534	$ 4,765,198	$ 4,459,838	$ 5,276,621	$ 4,708,375

Lake

Revenue Room Tax Hotel / Commercial	Fiscal Year 2019/2020 Actual	Fiscal Year 2020/2021 Actual	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Actual	Fiscal Year 2023/2024 Budgeted	Fiscal Year 2024 /2025 Budgeted
Room Tax Hotel / Commercial 12 5/8 cent	$ 8,291,582	$ 10,652,879	$ 11,118,418	$ 12,216,900	$ 13,732,561	$ 13,086,743
Room Tax Hotel Commercial 1 3/8 cent (Not in RT Budget)	$ 866,773	$ 1,160,027	$ 1,210,721	$ 1,330,339	$ 1,495,384	$ 1,425,289
$5 Surcharge	$ 1,967,102	$ 2,189,972	$ 2,112,469	$ 2,176,337	$ 2,365,079	$ 2,026,631
Total	$ 11,125,457	$ 14,002,878	$ 14,441,608	$ 15,723,576	$ 17,593,024	$ 16,538,663

Lake total - VHR and Commercial TOT and surcharge	**$ 13,395,571**	**$ 19,088,412**	**$ 19,206,806**	**$ 20,183,414**	**$ 22,869,645**	**$ 21,247,038**

(does not includes fines and interest)

Valley

Revenue Room Tax Hotel / Commercial	Fiscal Year 2019/2020 Actual	Fiscal Year 2020/2021 Actual	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Actual	Fiscal Year 2023/2024 Budgeted	Fiscal Year 2024 /2025
Room Tax Hotel / Commercial 11 5/8 cent	$ 1,054,074	$ 1,373,858	$ 1,532,274	$ 1,573,924	$ 1,659,637	$ 1,737,666
Room Tax Hotel Commercial 1 3/8 cent (Not in RT Budget) - Fund 232 and 890	$ 119,627	$ 162,552	$ 181,296	$ 186,224	$ 196,365	$ 205,530
Total East Fork Commercial including fines and interest	$ 1,173,701	$ 1,536,410	$ 1,713,570	$ 1,760,148	$ 1,856,002	$ 1,943,196

Grand Total - VHR and Commercial TOT and surcharge	**$ 14,569,272**	**$ 20,624,823**	**$ 20,920,376**	**$ 21,943,561**	**$ 24,725,647**	**$ 23,190,234**

(does not includes fines and interest)

Here's Where The Dollars Go

Lake - VHR

Expenses VHR	Fiscal Year 2019/2020 Actual	Fiscal Year 2020/2021 Actual	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Actual	Fiscal Year 2023/2024 Budgeted	Fiscal Year 2024 /2025 Budgeted
State Promotion -	$ 60,807	$ 125,704	$ 118,971	$ 111,706	$ 131,901	$ 119,660
Lake Promotion/Convention Center/Chamber ($75,000)	$ 1,478,736	$ 3,056,954	$ 2,893,220	$ 2,716,559	$ 3,207,654	$ 2,909,978
County Parks and Recreation	$ 555,448	$ 1,148,264	$ 1,086,762	$ 1,020,404	$ 1,204,871	$ 1,093,057
Douglas County General Fund Admin	$ 12,972	$ 26,817	$ 25,381	$ 23,831	$ 28,139	$ 25,527
Tahoe Transportation District	$ 162,151	$ 335,211	$ 317,256	$ 297,885	$ 351,736	$ 319,094
Sub Total	$ 2,270,114	$ 4,692,950	$ 4,441,590	$ 4,170,385	$ 4,924,301	$ 4,467,316
$5 Surcharge To Tahoe Douglas Visitors Authority	$ -	$ 388,658	$ 320,372	$ 286,558	$ 348,797	$ 238,648
$5 Surcarge - 1% Admin Fee to Do. Co.	$ -	$ 3,926	$ 3,236	$ 2,895	$ 3,523	$ 2,411
	$ 2,270,114	$ 5,085,534	$ 4,765,198	$ 4,459,838	$ 5,276,621	$ 4,708,375

Lake - Commercial

Expenses Hotel/Commercial	Fiscal Year 2019/2020 Actual	Fiscal Year 2020/2021 Actual	Fiscal Year 2021/2022 Actual	Fiscal Year 2022/2023 Actual	Fiscal Year 2023/2024 Budgeted	Fiscal Year 2024 /2025 Budgeted
State Promotion	$ 246,285	$ 316,422	$ 330,250	$ 362,878	$ 407,898	$ 388,715
Lake Promotion/Convention Center	$ 5,989,314	$ 7,694,961	$ 8,031,241	$ 8,824,714	$ 9,919,532	$ 9,453,034
County Parks and Recreation	$ 2,249,728	$ 2,890,409	$ 3,016,724	$ 3,314,772	$ 3,726,011	$ 3,550,783
Douglas County General Fund Admin	$ 52,541	$ 67,503	$ 70,453	$ 77,414	$ 87,018	$ 82,926
Tahoe Transportation District	$ 656,759	$ 843,792	$ 880,667	$ 967,675	$ 1,087,728	$ 1,036,574
Sub Total	$ 9,194,627	$ 11,813,087	$ 12,329,335	$ 13,547,453	$ 15,228,187	$ 14,512,032
$ charge To Tahoe Douglas Visitors Authority	$ 1,967,102	$ 2,168,072	$ 2,091,344	$ 2,154,574	$ 2,341,428	$ 2,006,365
$ arge - 1% Admin Fee to Do. Co.	$ 19,671	$ 21,900	$ 21,125	$ 21,763	$ 23,651	$ 20,266

Grand Total	$ 11,181,400	$ 14,003,059	$ 14,441,804	$ 15,723,790	$ 17,593,266	$ 16,538,663
Lake total distributed - VHR and Commercial TOT and surcharge	$ 13,451,514	$ 19,088,593	$ 19,207,002	$ 20,183,628	$ 22,869,887	$ 21,247,038
(does not includes fines and interest)						

	Fiscal Year 2019/2020	Fiscal Year 2020/2021	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024 /2025
Valley						
Expenses Hotel/Commercial	Actual	Actual	Actual	Actual	Budgeted	Budgeted
Valley Hotel/Commercial 13 cents						
State Promotion	$ 34,002	$ 44,318	$ 49,428	$ 50,772	$ 53,537	$ 56,054
Carson Valley Visitors Authority	$ 507,315	$ 661,225	$ 737,469	$ 757,514	$ 798,767	$ 836,322
County Parks and Recreation	$ 544,038	$ 709,088	$ 790,851	$ 812,348	$ 856,587	$ 896,860
Douglas County General Fund Admin	$ 2,720	$ 3,545	$ 3,954	$ 4,062	$ 4,283	$ 4,483
County Roads	$ 90,673	$ 118,181	$ 131,809	$ 135,391	$ 142,764	$ 149,477
Grand Total	$ 1,178,748	$ 1,536,357	$ 1,713,511	$ 1,760,087	$ 1,855,938	$ 1,943,196

Grand Total Distributed - VHR and Commercial TOT and surcharge	$ 14,630,262	$ 20,624,950	$ 20,920,513	$ 21,943,715	$ 24,725,825	$ 23,190,234
(does not includes fines and interest)						

AGENDA ITEM NO. S.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $51,758 Purchase Order with NV JFG Systems LLC to provide software, service, managed detection response, equipment and maintenance to Court IT for Fiscal Year 2024-25. (Delores Goelz)

RECOMMENDED MOTION:
Approve a $51,758 Purchase Order with NV JFG Systems LLC to provide software, service, managed detection response, equipment and maintenance to Court IT for Fiscal Year 2024-25.

FINANCIAL IMPACT:
These are Fiscal Year 2024-25 budgeted items approved by the Board of County Commissioners at the final budget hearing on May 20, 2024. These services and equipment not adapted to award by competitive solicitation pursuant to NRS 332.115(1)(h)-(i).
Funding for these budgeted items are as follows:
* $41,558.00 (101-365 533.806)
* $6,200.00 (101-365 520.107)
* $4,000.00 (101-365 533.802)

BACKGROUND:
NV JFG Systems has a track record of being able to handle the multiple requests and needs of the four courts in Douglas County. They provide support, equipment, software, etc. to keep the Courts running seamlessly, as well as troubleshoot when issues arise during or after business hours when needed.

ATTACHMENTS:
Purchase Order Request - NV JFG Systems.pdf

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: 7/10/2024

REQUESTING DEPARTMENT: Judicial Services

VENDOR NAME: NV JFG Systems VENDOR NUMBER: 38051

REMIT ADDRESS: STREET 2701 Northgate Lane Ste 5 CITY Carson City ST NV ZIP 89716

QUANTITY: blanket DOLLAR AMOUNT: 51,758.00 PROJECT #: _____

G/L ACCOUNT(S): 101-365-533-806 AMOUNT: 41,558.00

G/L ACCOUNT(S): 101-365-520-107 AMOUNT: 6,200.00

G/L ACCOUNT(S): 101-365-533-802 AMOUNT: 4,000.00

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

FY 24-25 budgeted Court IT items for maintenance of computer equipment, servers, system software, security, managed detection response and operations.

CONTRACT ATTACHED: ○ YES ● NO

Authorized Department Signature (Required): _____

☐ 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

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 8/02/2022

AGENDA ITEM NO. T.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve Public Works Fiscal Year (FY) 2024-25 annual purchase orders for the following vendors: SHI International Corp - $24,700 (water and sewer utilities); and Western Nevada Supply (Cla-Val parts) - $45,000 (water utilities). The goods and services purchased by Douglas County Public Works from SHI International Corp under this purchase order support the system compliance monitoring software for the water and sewer utility. The equipment purchased by Douglas County Public Works from Western Nevada Supply under this purchase order is required for the operation and maintenance of the Water and Sewer Utility. (Nicole Hubbard)

RECOMMENDED MOTION:
Approve Public Works FY2024-25 annual purchase orders for the following vendors: SHI International Corp - $24,700 (water and sewer utilities); and Western Nevada Supply (Cla-Val parts) - $45,000 (water utilities).

FINANCIAL IMPACT:
Funds available per the Public Works submitted FY2024-2025 budget.

BACKGROUND:
Public Works requires Purchase Orders for various vendors to support the Water and Sewer Utility. The goods and services under the Purchase Orders are required for the Operation and Maintenance of the Water and Sewer Utility. Several vendors provided specialized services or goods as it relates to the Water and Sewer industry with those services and goods limited in availability. Douglas County utilizes SHI International Corp to obtain software and software licenses that support the compliance monitoring software (SCADA) system for the water and sewer utility. Additionally, Douglas County works with Western Nevada Supply to obtain the specific type of cla-val parts required to operate the water and sewer utility. Western Nevada Supply is one of the few licensed distributors of cla-vals parts in the area.

All of these purchase orders are under $50,000 and therefore do not trigger a solicitation requirement

under NRS Chapter 332.

ATTACHMENTS:
PO Request SHI International Corp_BOCC.pdf
PO Request Form - Western Nevada Supply - Cla-Val_BOCC.pdf

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ☒ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT:_____ CHANGE ORDER %:_____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: _____ DATE REQUESTED: _____

REQUESTING DEPARTMENT: Public Works

VENDOR NAME: SHI International Corp VENDOR NUMBER: 7185

REMIT ADDRESS: STREET PO Box 952121 CITY Dallas ST TX ZIP 75395

QUANTITY: 1 DOLLAR AMOUNT: 24,700.00 PROJECT #: _____

G/L ACCOUNT(S): 325-865-533-806 AMOUNT: 12,350.00

G/L ACCOUNT(S): 328-849-533-806 AMOUNT: 12,350.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

FY 24-25 Estimated annual software that supports our SCADA system. This falls below the threshold for competitive bidding.

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): Philip Ritger

Digitally signed by Philip Ritger
Date: 2024.07.22 09:22:53 -07'00'

☐ 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 #: 08-01-2024, Consent

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE:_____ PO NUMBER:_____

Revised 8/02/2022

Accounts Payable by G/L Distribution Report

Invoice Date Range 07/01/23 - 05/31/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **325 - Sewer Utility**										
Account **101.000 - Cash**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	(756.41)
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	11/17/2023		11/17/2023	(5,505.80)
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	02/09/2024		02/09/2024	(1,940.60)
				Account **101.000 - Cash** Totals			Invoice Transactions	3		($8,202.81)
Account **202.000 - Accounts Payable**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	.00
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	10/31/2023		11/17/2023	(5,505.80)
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	11/17/2023		11/17/2023	5,505.80
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	01/31/2024		02/09/2024	(1,940.60)
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	02/09/2024		02/09/2024	1,940.60
				Account **202.000 - Accounts Payable** Totals			Invoice Transactions	5		$0.00
Department **865 - North Valley Sewer Syst.**										
Account **533.806 - Software**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	756.41
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	10/31/2023		11/17/2023	5,505.80
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	01/31/2024		02/09/2024	1,940.60
				Account **533.806 - Software** Totals			Invoice Transactions	3		$8,202.81
				Department **865 - North Valley Sewer Syst.** Totals			Invoice Transactions	3		$8,202.81
				Fund **325 - Sewer Utility** Totals			Invoice Transactions	11		$0.00
Fund **328 - Douglas County Water Utility**										
Account **101.000 - Cash**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	(756.40)
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	11/17/2023		11/17/2023	(5,505.80)
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	02/09/2024		02/09/2024	(1,940.60)
				Account **101.000 - Cash** Totals			Invoice Transactions	3		($8,202.80)
Account **202.000 - Accounts Payable**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	.00

Accounts Payable by G/L Distribution Report

Invoice Date Range 07/01/23 - 05/31/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **328 - Douglas County Water Utility**										
Account **202.000 - Accounts Payable**										
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	10/31/2023		11/17/2023	(5,505.80)
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	11/17/2023		11/17/2023	5,505.80
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	01/31/2024		02/09/2024	(1,940.60)
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	02/09/2024		02/09/2024	1,940.60
				Account **202.000 - Accounts Payable** Totals				Invoice Transactions	5	$0.00
Department **849 - Douglas County Water Utility**										
Account **533.806 - Software**										
7185 - SHI International Corp	B17343501	1031693	Paid by Check # 742910		09/08/2023	09/29/2023	09/29/2023		09/29/2023	756.40
7185 - SHI International Corp	B17551618	1031693	Paid by Check # 745032		11/07/2023	11/17/2023	10/31/2023		11/17/2023	5,505.80
7185 - SHI International Corp	B17879199	1031693	Paid by Check # 747012		01/24/2024	02/09/2024	01/31/2024		02/09/2024	1,940.60
				Account **533.806 - Software** Totals				Invoice Transactions	3	$8,202.80
				Department **849 - Douglas County Water Utility** Totals				Invoice Transactions	3	$8,202.80
				Fund **328 - Douglas County Water Utility** Totals				Invoice Transactions	11	$0.00
				Grand Totals				Invoice Transactions	22	$0.00

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ☒ NO ORIGINAL PO#: _____

ORIGINAL AMOUNT:_____ CHANGE ORDER %:_____ NEW AMOUNT: _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: _____ DATE REQUESTED: _____

REQUESTING DEPARTMENT: Public Works

VENDOR NAME: Western Nevada Supply VENDOR NUMBER: 3457

REMIT ADDRESS: STREET 950 S Rock Blvd CITY Sparks ST NV ZIP 89431

QUANTITY: _____ DOLLAR AMOUNT: 45,000.00 PROJECT #: _____

G/L ACCOUNT(S): 328-849-532-015 AMOUNT: 45,000.00

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 24/25 - Annual purchase order for the purchase of Cla-Val parts.

CONTRACT ATTACHED: ○ YES ◉ NO

Authorized Department Signature (Required): Philip Ritger Digitally signed by Philip Ritger Date: 2024.07.22 09:25:14 -07'00'

☐ 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 #: 08-01-2024, Consent

FINANCE DEPT USE ONLY

CFO APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE:_____ PO NUMBER:_____

Revised 8/02/2022

AGENDA ITEM NO. U.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to (1) approve a $168,851.71 construction contract change order for the North Valley Wastewater Treatment Plant Effluent Storage Pond Repair Project with Rapid Construction, Inc., which increases the total contract price to $584,354.71, and authorize the Director of Public Works to execute the change order; and (2) adopt **Resolution 2024R-081** to augment Capital Outlay Project 22S02 from Capital Reserves. (Rick Robillard)

RECOMMENDED MOTION:
Approve a $168,851.71 construction contract change order for the North Valley Wastewater Treatment Plant (NVWWTP) Effluent Storage Pond Repair Project with Rapid Construction, Inc. as presented, authorize the Director of Public Works to execute the change order, and adopt Resolution 2024R-081 to augment Capital Outlay Project 22S02 from Capital Reserves.

FINANCIAL IMPACT:
Resolution 2024R-081 will augment Project 22S02 in the amount of $128,852 from Capital Reserves to Capital Outlay Project 22S02. Currently there are $40,000 of unencumbered funds available with Project 22S02 budget.

BACKGROUND:
The NVWWTP Effluent Storage Pond Repair Project repaired the exterior bank of the earthen embankment dam by reshaping the embankment and installing rock rip rap. These repairs were required by the Nevada Division of Water Resources Dam Safety Inspection conducted on November 15, 2023. During the course of construction it was determined that the quantities for rock rip rap need to be increased to complete the project. This project is the second phase of a two part project. Phase I was completed in January 2020. The increase of rock rip rap quantities is due to the various lengths of the embankment which makes estimation of quantities difficult. The contractor was directed by Douglas County Utility Engineers where to install the rock rip rap and issued a field directive to install the rock rip rap. The construction change order will increase the quantities required to complete the project and the embankment will have rock rip rap installed on all exterior faces of the effluent storage pond. Rapid

Construction, Inc. was the lowest bidder on the project. The second lowest bid for the project came in at $631,116. With the change order, Rapids Construction contract is $46,761.29 lower than the second lowest original bid amount. The Nevada Division of Water Resources Dam Safety will be notified upon completion of the project.

ATTACHMENTS:

00_52_13_-_Agreement_Stipulated_Price_-_EJCDC_SIGNED.pdf
Dam Safety Inspection Letter, NV10665, J-594, Douglas County Public Works.pdf
00 94 63 - Change Order - EJCDC_Rapid Construction_Effluent Storage Pond_CCO1.pdf
Resolution 2024R-081_Project 22S02.xlsx

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by



Issued and Published Jointly by







Endorsed by





EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Douglas County, a political subdivision of the State of Nevada ("Owner") and Rapid Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: furnishing all labor and materials to clear and grub the effluent storage pond embankment, slope repair of the effluent storage pond embankment, filter fabric for the effluent storage pond embankment, and armoring riprap rock on the effluent storage pond embankment.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Effluent Storage Reservoir Improvement Project

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by J-U-B Engineers, Inc.

3.02 The Owner has retained J-U-B Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 94 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

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actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, a total sum not to exceed $415,503.00, at the prices stated in the Contractor's Bid.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the actual quantity of that item.

C. The bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. Work shall include the following items:

1. Base Bid

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

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Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

B. Progress payments will be made as follows:

1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.

2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, the Owner may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.

3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.

4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.

C. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

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ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than $500, Owner may hold the interest in accordance with NRS 338.515.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and, if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Other bonds.
   a. Not Applicable.
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 23, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of six (6) sheets with each sheet bearing the following general title: Effluent Storage Reservoir Improvement Project.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (dated January 31, 2024).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Legal*

A. To the extent that the disputes aren't resolved in accordance with Article 17, then any litigation regarding the interpretation or enforcement of this Agreement or any of the Contract Documents must be litigated in the appropriate court with jurisdiction, located in Douglas County, Nevada.

10.07 *Fair Employment Practices*

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A. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

B. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

C. Any violation of such provision by the Contractor constitutes a material breach of Contract.

D. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

10.08 *Non-Appropriation*

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

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

10.09 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 7, 2024 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Douglas County	RaPiD Construction Inc
By:	By:
Title: Director Public Works	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: 3/27/24	Attest:
Title: ~~Director Public Works~~ 3/27/24	Title: Office Manager
Address for giving notices:	Address for giving notices:
Douglas County, NV	PO Box 21503
PO Box 218	Carson City NV 89721
Minden, NV 89423	
	License No.: 0046256 (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, *Governor*
James A. Settelmeyer, *Director*
Adam Sullivan, P.E., *State Engineer*

November 29, 2023

Rick Robillard, P.E.
Douglas County Public Works
1120 Airport Rd, F-2
Minden, NV 89423

RE: Dam Safety Inspection of the NORTH CARSON VALLEY TREATED EFFLUENT STORAGE DAM, NV10665, J-594

To Whom It May Concern,

On November 15, 2023, Cheyenne Lawrence and Corey Wilkins of the State Engineer's office, inspected the NORTH CARSON VALLEY TREATED EFFLUENT STORAGE DAM. The purpose of the inspection was to determine the condition of the structure with respect to dam safety.

The NORTH CARSON VALLEY TREATED EFFLUENT STORAGE DAM is classified as a **Significant** hazard dam due to downstream development.

As this dam is classified as a significant or high hazard dam, an Emergency Action Plan (EAP) must be developed, exercised and updated regularly. The EAP for this dam was last revised June 7, 2021. The EAP should be reviewed yearly at a minimum and updates provided to all the plan holders listed within the EAP.

The overall condition of the dam is **FAIR**. During the inspection, it was noted that the northern half of the pond would be regraded and rip-rapped as part of an upcoming capital improvement project. The Division appreciates these efforts to control erosion in these areas. Please note that this visual inspection may not identify all potential risks associated with this dam and the accompanying inspection report is not intended to be an evaluation of the proper operation and management of the dam. Further, pursuant to Nevada Revised Statutes (NRS) §535.040, neither the inspection of this dam nor the inspection report constitutes a warranty. It is the responsibility of the dam owner to seek qualified resources, such as the help of an experienced Professional Engineer, to ensure proper maintenance; statutory and regulatory compliance; safe and effective dam safety management and facilitating third-party dam inspections.

The dam owner, as set forth in NRS §535.030, is ultimately responsible for the safe operation, performance of their dam, and ensuring that all maintenance is completed properly. A dam owner should also be familiar with all of their legal obligations relating to the safe operation and maintenance of this facility, including but not limited to those set forth in Chapter 535 of the NRS and Nevada Administrative Code, and all relevant federal and local laws. Dam owners are encouraged to ask for additional information from this office and familiarize themselves with available materials designed to assist and educate dam owners. Some of these materials can be found at: https://damsafety.org/resource-center.

Based on the observations set forth in the inspection report, the following corrective actions are required:

Long Term (2 Years)

1. CREST - Vegetation: Continue monitoring vegetation and removing brush and trees before becoming

well established. - Photos Attached.

2. DOWNSTREAM FACE - Erosion Gullies: Erosion rills on face of embankment should be monitored and filled if they become further incised. - Photos Attached.
3. UPSTREAM FACE - Slide/Slump/Slip Of Soil: Bulging or soil movement was observed along the upstream face of the dam. Area should be staked and monitored for further movement. If movement is detected, it may be an early warning sign of a pending dam failure. Consult with a qualified engineer to determine causes and necessary corrective actions. - Photos Attached.
4. RESERVOIR - Liner: There were small scratches observed on the liner. Care should be made to properly shield all components that come into contact with the liner to prevent further damage. - Photos Attached.

Routine maintenance does not require a new approval of plans and specifications (permit). Items exceeding routine maintenance that may affect the structure or operation may require submittal of plans and specifications for review and approval (permit). Contact our office if you have questions on whether remediation actions are considered routine maintenance or not. Additional information on dams, dam safety and Nevada dam regulations can be found on our website at www.water.nv.gov.

If you have any questions, please feel free to call at (775) 684-2800.
Sincerely,

Cheyenne Lawrence, E.I.
Water Resource Specialist II
CL/

Corey Wilkins
Staff I Associate Engineer
CW/

cc: Philip Ritger, Douglas County Public Works, E-mail
Nicholas Charles, Douglas County Public Works, E-mail

CREST - Vegetation



Vegetation growing at crest of dam.

UPSTREAM FACE - Slide/Slump/Slip Of Soil



Possible slumps forming under liner along east upstream face of dam.

DOWNSTREAM FACE - Erosion Gullies



Erosion gullies along west downstream face of dam. This area to be regraded and rip-rapped as part of upcoming capital improvement project.

RESERVOIR - Liner



Small scratches running laterally to the east upstream face of the dam. Continue monitoring liner for any significant tearing.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1(Final)

Date of Issuance:		Effective Date: August 1, 2024	
Owner:	Douglas County	Owner's Contract No.:	22S02
Contractor:	Rapid Construction, Inc	Contractor's Project No.:	
Engineer:	J-U-B Engineers, Inc.	Engineer's Project No.:	49-22-014
Project:	Effluent Storage Reservoir Improvement Project	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor Submitted Change Order No 1 and Contractor Submitted Change Order No 2. Change Orders for additional quantities of rock installed and out of scope work on Quadrant B.

Attachments: *[List documents supporting change]*
Contractor Change Order No. 1 and Contractor Change Order No. 2

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 415,503.00	Original Contract Times: Substantial Completion: 80 Ready for Final Payment: 94 days ~~or dates~~
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: $ 415,503.00	Contract Times prior to this Change Order: Substantial Completion: 80 Ready for Final Payment: 94 days ~~or dates~~
[Increase] [~~Decrease~~] of this Change Order: $ 168,851.71	[Increase] [Decrease] of this Change Order: Substantial Completion: 35 Ready for Final Payment: 35 days ~~or dates~~
Contract Price incorporating this Change Order: $ 584,354.71	Contract Times with all approved Change Orders: Substantial Completion: 115 Ready for Final Payment: 124 days ~~or dates~~

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Effluent Storage Reservoir Improvement Project
REQUEST FOR CHANGE ORDER

Contract No: 24-04 **Date: 7/3/24** **CCO No: 01**

To: Douglas County Public Works
PO Box 218
Minden, NV 89423

From: RaPiD Construction
3072 Research Way #54
Carson City, NV 89706

Items to be included on this change order:

1. **Added Work To Complete Quadrant B** **$70,414.71**
   - **See attached spreadsheet for Additional Riprap and Grading to complete quadrant B at the Effluent Reservoir Per WCD #1**
2. **15 Additional Calendar Days for additional work**

Total Request for Change Order
$70,414.71
Seventy Thousand Four Hundred Fourteen Dollars and Seventy One Cents

---

Request Made By: Domenic Selmi Date: 7/3/24

Change Order Request for Added Rock on "B"

Original Bid Price for "B"

Clear Grub	2.05	Acres	$ 7,000.00
Earthwork	1	ls	$ 29,000.00
Rip/ Rap	9922	sy	

Added Area in 2024 2026 sy

Added Mob Costs		
Mob C	$ 18,474.00	
MobD	$ 8,500.00	
Total Project	$ 26,974.00	
Total Area	11,326.00	sy
Unit Cost	$ 2.38	$/sy
Added Mob for B	$ 4,825.12	

Added Mob Cost Area B $ 4,825.12

Added Clear/Grub (2026)9/43560 0.418595 Acres

added cost 0.42 acres $ 7,000.00 $ 2,940.00

Added Earthworks Costs

($29,000/9922sy)2026 sy $ 5,921.59

Added Rock Costs

2026 sy @ $28.00/sy $ 56,728.00

Total Added Request for Area B $ 70,414.71

Station	measured length	value	Area
0+00	50	25	1250
0+50	50	50	2500
1+00	51.5	50	2575
1+50	52.5	50	2625
2+00	52	50	2600
2+50	52	50	2600
3+00	54.5	50	2725
3+50	54.5	25	1362.5

Total 18237.5 sf

Total 2026.4 sy

Additional Days

80 days 11326 Sy 142 SY/Day

15 Days 2026 SY 2026/142

Effluent Storage Reservoir Improvement Project
REQUEST FOR CHANGE ORDER

Contract No: 24-04 **Date: 7/11/24** **CCO No: 02**

To: Douglas County Public Works
PO Box 218
Minden, NV 89423

From: RaPiD Construction
3072 Research Way #54
Carson City, NV 89706

Items to be included on this change order:

1. **Added Work To Complete Quadrant C** **$43,424**
   - **See attached spreadsheet for Additional Riprap and Grading to complete quadrant C at the Effluent Reservoir Per WCD #2**

2. **Added Work To Complete Quadrant D** **$55,013**
   - **See attached spreadsheet for Additional Riprap and Grading to complete Quadrant D at the Effluent Reservoir Per WCD #2**

3. **20 Additional Calendar Days for additional work**

Total Request for Change Order
$98,437.00

Request Made By: Domenic Selmi Date: 7/11/24

Change Order Request for Added Rock on "C"

Original Bid Price for "C"

Mob	1	ls	$ 18,474.00	$ 18,474.00
SWPP	1	ls	$ 15,000.00	$ 15,000.00
Clear Grub	1.6	Acres	$ 4,500.00	$ 7,200.00
Earthwork	1	ls	$ 18,000.00	$ 18,000.00
Rip/ Rap	7744	sy	$ 27.00	$ 209,088.00
				$ 267,762.00

Added Area 1256 sy

Added Mob Costs		
Mob C	$ 18,474.00	
MobD	$ 8,500.00	
Total Project	$ 26,974.00	
Total Area	11,326.00	sy
Unit Cost	$ 2.38	$/sy

Added Mob Cost Area C	$2.38*1256			$ 2,991.29
Unit SWPP Cost	$15,000.00/7744sy	$ 1.94	$/sy	
Added SWPP for C				$ 2,432.85
Unit Cost Clear/Grub	(1256)9/43560	0.26	Acres	
added cost	0.26AC*$4,500.00			$ 1,167.77
Added Earthworks Costs	($18,000/7744sy)	$ 2.32	$/sy	$ 2,919.42
Added Rock Costs	1256 sy @ $27.00/sy	$ 27.00	$/sy	$ 33,912.00
Total Added Request for Area C				$ 43,423.33

Change Order Request for Added Rock on "D"

Original Bid Price for "D"

Mob	1	ls	$ 8,500.00	$ 8,500.00
SWPP	1	ls	$ 13,765.00	$ 13,765.00
Clear Grub	0.74	Acres	$ 7,000.00	$ 5,180.00
Earthwork	1	ls	$ 20,000.00	$ 20,000.00
Rip/ Rap	3582	sy	$ 28.00	$ 100,296.00
				$ 147,741.00

Added Area D 1333 sy

Added Mob Costs		
Mob C	$ 18,474.00	
MobD	$ 8,500.00	
Total Project	$ 26,974.00	
Total Area	11,326.00	sy
Unit Cost	$ 2.38	$/sy

Added Mob Cost Area C	$2.38*1333			$ 3,172.54
Unit SWPP Cost	$13,765.00/3582sy	$ 3.84	$/sy	
Added SWPP for C				$ 5,118.72
Unit Cost Clear/Grub	(1333)9/43560	0.28	Acres	
added cost	0.28AC*$7,000.00			$ 1,960.00
Added Earthworks Costs	($20,000/3582sy)	$ 5.58	$/sy	$ 7,438.14
Added Rock Costs	1333 sy @ $28.00/sy	$ 28.00	$/sy	$ 37,324.00
Total Added Request for Area D				$ 55,013.40

RESOLUTION NUMBER 2024R-081

RESOLUTION AUGMENTING THE 325 SEWER UTILITY FUND
2024 - 2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: **Effluent Storage Reservoir Improvement Project**
Project # **22S02**

Revenue		
	TOTAL REVENUES	-
Expenditures		
325-865 562.000	Capital Outlay	128,852
325-865 625.250	Capital Improvement Reserves	(128,852)
	TOTAL EXPENDITURES	-

NOW, THEREFORE, BE IT RESOLVED THAT the 2024 - 2025 Fiscal Year budget is herein amended.

Adopted this 1st day of August, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley A. Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Financial Resolution Instructions

1. Obtain a Resolution Number (#) by emailing List - X Board Clerk <boardclerk@douglasnv.us>
You will need to provide the board date for your item and what the resolution is for.
Enter the resolution # issued in highlighted area

RESOLUTION NUMBER "2021R-XXX"

2. Enter in the Fund and Department name you are augmenting

RESOLUTION AUGMENTING "DEPARTMENT or FUND"

3. Ensure correct Fiscal Year is noted

2020-2021 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues to the County as follows:

4. Enter in the Revenue account(s) to be augmented
Enter in full account number
(Fund.Deptartment. Account)

Ex. (101-000 331.510)	Ex.Grant Revenue-State	$50,000

Revenue

Account Number Here (xxx.xxx)	Enter Account Name Here	Amount

5. Enter in the Expenditure account(s) to be augmented
Enter in full account number
(Fund.Deptartment. Account)

Ex. (101-212 540.010)	Ex.Grants Services & Supplies	$50,000

Expenditures

Account Number Here (xxx.xxx)	Enter Account Name Here	Amount

NOTE: Total Revenues and Expenditures should be equal

6. Check the Fiscal Year is entered correctly

NOW, THEREFORE, BE IT RESOLVED, that the 2020-2021 Fiscal Year budget is herein approved.

7. Enter the date of the Board Meeting that this resolution will be presented at.

b

AGENDA ITEM NO. V.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $12,205.01 services contract with Pacific States Communications of Nevada, Inc., d/b/a PacStates, for annual maintenance, support and licenses for the Mitel VoIP phone system at China Spring; and authorize the County Manager to execute the contract. (Peace Ruggia)

RECOMMENDED MOTION:
Approve a $12,205.01 services contract with Pacific States Communications of Nevada, Inc., d/b/a PacStates, for annual maintenance, support and licenses for the Mitel VoIP phone system at China Spring as presented; and authorize the County Manager to execute the contract.

FINANCIAL IMPACT:
Funding exists within our budget, fund 101-192-564-500 to pay for this phone licensing and support, so no additional augment or transfer is requested with this item.

BACKGROUND:
The Mitel VoIP phone system is the County phone system. The Information Technology Department is now providing technology services to China Spring. This agreement consists of the annual maintenance and support and Mitel software licensing so that China Spring can now use the County's phone system.

ATTACHMENTS:
DC - PSC - Form IC Contract April 2024 (w Non-Discrimination lang).pdf
Attachment A - PacStates.MWB001943.v3.24.pdf
PacStates - Douglas County Cert.pdf

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

PACIFIC STATES COMMUNICATIONS OF NEVADA, INC. (D/B/A PACSTATES)

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Pacific States Communications of Nevada, Inc. *d/b/a* PacStates, a Nevada domestic corporation, NV Business ID: NV19861024201 ("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 the Services to be Performed under Paragraph 2 have been completed. Time is of the essence in this Contract.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform the following services: Telecommunications installation (See attached Scope of Work) ("Services") The Services are more particularly described and shall be completed in accordance with the requirements set forth in Attachment A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a lump sum basis for a total cost not to exceed $12,205.01 (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual

expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, its associates, 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:

> Pacific States Communications of Nevada, Inc. d/b/a PacStates has entered into a contract with Douglas County to perform services through approximately June 30, 2025 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
> Information Technology
> ATTN: Information Technology Director
> Post Office Box 218
> Minden, Nevada 89423

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

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

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

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, or work performed under this Contract shall be free of defects in material and workmanship for a period of 365 days following the completion of such work, and 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 or other 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 the other. 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 a Nevada State Business license and a Nevada State Contractor's Board 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. INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 19, 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.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

10. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Attachment A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachment A.

12. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded 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. 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, the 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.

15. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

16. 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.

17. 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.

18. 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.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitee's active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

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

The provisions of this Section 19 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.

20. MODIFICATION OF CONTRACT. The Contract and the attachment constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

21. 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.

22. 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.

23. BOYCOTT OF ISRAEL. If the annual amount required to perform this Contract (identified in Paragraph 3 of this Contract) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065.

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
Attn: Information Technology Director
Post Office Box 218
Minden, Nevada 89423

To Contractor: Pacific States Communications of Nevada, Inc.
240 So. Rock Blvd, 117
Reno, NV 89502

29. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

Pacific States Communications of Nevada, Inc.

By: Michael W. Buis 07/03/24
Name: Michael W. Buis
Title: CEO (Date)

Douglas County

By: _____
Jenifer Davidson, County Manager (Date)

PacStates
Integrated Business Technology
One Company, One Call

We have prepared a quote for you

China Springs Mitel Quote

Quote # MWB001943
Version 3

Prepared for:

Douglas County - Adm/Historic Courthouse

Peace Ruggia
pruggia@douglasnv.us

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Thursday, July 18, 2024

Douglas County - Adm/Historic Courthouse
Peace Ruggia
1616 8th St.
Minden, NV 89423
pruggia@douglasnv.us

Dear Peace,

We know your time is valuable and we want to thank you for the time to review and discuss Douglas County - Adm/Historic Courthouse's specific designed criteria. Today's business communications and IT infrastructure space is changing more rapidly than ever before. Previously solutions were separate and specific to services, networks and systems. Today technology solutions are crossing over each other – making it extremely difficult for businesses owners and managers to know who provides what part and how that affects everything else – who is responsible! This makes it even more important to have a technology partner that can help with the evaluation, implementation, ongoing planning and support providing the best overall solution to meet your defined success.

Pacific States Communications in 34 years has evolved into – PacStates, an Integrated Business Technology Partner.

We represent multiple solutions for IT Security, computer, virtualization, Telco / Internet services, premise digital, premise VoIP, hosted cloud voice, Unified Communications (UC), surveillance systems and much more. We offer a unique integrated business solution – ***"One Company – One Call"***.

If we can answer any questions or provide clarifications, please do not hesitate to contact me personally. We appreciate your time and the opportunity you have presented and look forward to being your Information Technology partner.

Sincerely,

Michael W. Buis
CEO
PacStates

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

PSC SOW

PacStates Scope of Work

-Install, Program and Provision the Licensees.

-Deliver and Install Switch

-We chose to go with the license bundles instead of the requested separate licenses, as the bundles are more cost effective, and you get 4 extra Voice and Connect for less.

-We provided an option for a Refurbished appliance ST50A, as that hardware is no longer supported or sold by Mitel. The quoted ST100A is the next in line and will be supported under Mitel. The ST100A can be programed to match your current ST50A configuration as requested.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
    - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet

China Springs

Product Details	Qty
Mitel Connect Onsite Essentials Bundle License	35
Mitel Additional Site License	1
Mitel No-Phones Partner Support 1yr	1
UCaaS IT, VoIP, Network Engineering	4

Subtotal: **$9,412.50**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
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One Company, One Call

ST100A Option

Product Details	MSRP Price	Qty	Discount	Unit Price	Ext Price
Mitel ST100A Voice Switch	$2,615.00	1	10.00%	$2,353.50	$2,353.50

Subtotal: **$2,353.50**

ST50A Refurbished Option * Optional

Product Details	MSRP Price	Qty	Discount	Unit Price	Ext Price
Mitel ST50A Switch Refurbished	$1,099.00	1	0.00%	$1,099.00	$1,099.00

* Optional Subtotal: **$1,099.00**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

China Springs Mitel Quote



Prepared by:

PacStates
Michael W. Buis
7752844103
Fax 7758282029
mbuis@pacstatesnv.com

Prepared for:

Douglas County - Adm/Historic Courthouse
1616 8th St.
Minden, NV 89423
Peace Ruggia
(775) 783-6475
pruggia@douglasnv.us

Quote Information:

Quote #: MWB001943
Version: 3
Delivery Date: 07/17/2024
Expiration Date: 08/02/2024

Quote Summary

One-Time Charges

Description	Amount
China Springs	$9,412.50
ST100A Option	$2,353.50
Subtotal:	**$11,766.00**
Administration and Shipping as applicable:	**$439.01**
Total:	**$12,205.01**

*Optional Expenses

Description	One-Time
ST50A Refurbished Option	$1,099.00
Optional Subtotal:	**$1,099.00**

Payment Options

Description	Payments	Interval	Amount
Payment Option			
Deposit 50%	**1**	**One-Time**	**$6,102.50**

Summary of Selected Payment Options

Description	Amount
Payment Option: Deposit 50%	
Total of Payments	**$6,102.50**

Cash Options: 50% Due upon agreement, 50% balance due upon cutover

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PacStates

Signature: 

Name: Michael Buis

Title: CEO

Date: 07/17/2024

Douglas County - Adm/Historic Courthouse

Signature: _____

Name: Peace Ruggia

Date: _____

PACISTA-01 SWILKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wilkins & Associates Insurance Services, Inc.
140 W. Huffaker Ln Suite 508
Reno, NV 89511

CONTACT NAME:
PHONE (A/C, No, Ext): (775) 827-3939 FAX (A/C, No): (775) 827-6677
E-MAIL ADDRESS: info@wilkinsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Travelers Property Casualty Company Of America	25674
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED
Pacific States Communications Of Nevada, Inc.
240 South Rock Blvd., #117
Reno, NV 89502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZLP-51N76414	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-4X675682	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-4X678531	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB-4X677663	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Prof. Liability			MKLV5PEO002819	8/11/2023	8/11/2024	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, including Primary/Non Contributory and Completed Operations, included as/if applicable per the CG D2 46 04 19, CG D4 17 02 19 and CA T3 53 02 15 forms attached. Waivers of Subrogation included as/if applicable per the CG D4 17 02 19, CA T3 53 02 15 and WC00313 forms attached.

Additional Insured, including Primary & Non Contributory and Completed Operations, and Waiver of Subrogation in favor of Douglas County, a political subdivision of the State of Nevada as referenced above.

CERTIFICATE HOLDER

Douglas County
attn: China Springs Mitel
PO Box 218
Minden, NV 89423

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-4X677663

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

As required by written contract or agreement as/if applicable above.

DESIGNATED ORGANIZATION:

As required by written contract or agreement as/if applicable above.

AGENDA ITEM NO. W.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a $79,277.47 purchase order with Cloudnomics for the purchase of annual licensing, support, and VPN for the County firewalls for Fiscal Year 2024-25. (Peace Ruggia)

RECOMMENDED MOTION:
Approve a $79,277.47 purchase order with Cloudnomics for the purchase of annual licensing, support, and VPN for the County firewalls for Fiscal Year 2024-25.

FINANCIAL IMPACT:
Funding is available in the Technology Services software maintenance fund 101.192.533.806 and no additional budget transfer or augmentation is needed. This purchase is exempt from competitive bidding pursuant to Nevada Revised Statute (NRS) 332.115(1)(i)(2), maintenance and support for software for computers.

BACKGROUND:
Cloudnomics is a technology vendor that provides licensing, support and Virtual Private Network (VPN) for the County's firewalls.

ATTACHMENTS:
Cloudnomics.pdf

5201 Great America Parkway, Ste 320
Santa Clara, CA 95054

SALES QUOTE

Quotation No.: 711077
Quotation Date: 07/10/24
Valid Until: 08/10/24
Customer No.: C5000056
Customer Ref. No.:
Vendor Quote No.:
Page No.: Page 1 of 1

BILL TO

Douglas County Technology Services
1670 State Route 88
Minden, NV 89423

SHIP TO

Douglas County Technology Services
1670 State Route 88
Minden, NV 89423

TOTAL

$ 79,277.47

Shipping charges and tax will be added to all orders if applicable

Palo Alto Networks Product(s) are not-returnable and non-cancelable

COSELL PARTNER

END USER

Peace Ruggia

pruggia@douglasnv.us

ORDER DETAILS

Sales Employee:	Michael Saliba
Terms:	Net45
Type of Sale:	New

Qty	Item Name	Description	List Price	Disc%	Unit Price	Total
2	PAN-PA-3250-GP-HA2-R	GlobalProtect subscription for device in an HA pair renewal, PA-3250	$ 5,006.80	14.000	$ 4,305.85	$ 8,611.70
2	PAN-PA-3250-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-3250, HA Pair Renewal	$ 8,710.31	14.000	$ 7,490.87	$ 14,981.73
2	PAN-PA-3250-AWF-HA2-R	Advanced WildFire subscription for device in an HA pair renewal, PA-3250	$ 7,490.65	14.000	$ 6,441.96	$ 12,883.92
2	PAN-PA-3250-ATP-R	Advanced Threat Prevention subscription renewal, PA-3250	$ 9,676.91	14.000	$ 8,322.14	$ 16,644.29
1	PAN-SVC-PREM-PRA-25-R	Premium support renewal, Panorama 25 devices	$ 2,215.59	7.000	$ 2,060.50	$ 2,060.50
5	PAN-SVC-PREM-440-R	PA-440, Premium support, 1 year (12 months), term, renewal.	$ 276.95	7.000	$ 257.56	$ 1,287.82
2	PAN-SVC-PREM-3250-R	Premium support renewal, PA-3250	$ 5,810.49	7.000	$ 5,403.76	$ 10,807.51
1	CN-COMANAGE-SILVER-REMOTE-1 YEAR	4-hour block of time with Cloudnomics Certified Architects for monthly management	$ 15,000.00	20.000	$ 12,000.00	$ 12,000.00

Subtotal	$ 79,277.47
Shipping	
Tax	
Total Order Value	**$ 79,277.47**

Remarks: Start Date: 08/01/2024
End Date: 09/01/2025

AGENDA ITEM NO. X.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to authorize the Town of Genoa to accept a cash donation of $49,048.71 from the non-profit organization Friends of Genoa to be used to reimburse town expenses related to the Genoa Community Church projects which exceeded the amount of previously allocated American Rescue Plan Act funds. (Jody Brunz)

RECOMMENDED MOTION:
Authorize the Town of Genoa to accept a cash donation of $49,048.71 from the non-profit organization Friends of Genoa to be used to reimburse town expenses related to the Genoa Community Church projects which exceeded the amount of previously allocated American Rescue Plan Act (ARPA) funds.

FINANCIAL IMPACT:
$49,048.71 in donated funds to be deposited into general ledger account 'Donations' (620-000 367.102).

BACKGROUND:
The Town of Genoa was awarded $45,500 for Church Foundation Repairs by the Board of County Commissioners. Total invoices for the project were $85,750. The Town of Genoa was also awarded $10,000 for Church Exterior Painting by the Board of County Commissioners. Total invoices for the project were $18,798.71. The total amount of invoices for both projects is $104,548.71 with ARPA funds covering $55,500 leaving a deficit of $49,048.71. This $49,048.71 donation will cover the Town of Genoa Fiscal Year 2023-24 remaining expenses for these two projects.

ATTACHMENTS:
Church Foundation Project Invoices.pdf
Church Painting Project Invoices.pdf

FOG Donation 06.27.2024.pdf

1st of 3 Invoices
Church Foundation Project

Douglas County
Minden, Nevada 89423

Voucher # _____
Fiscal Year FY 23-24
Voucher Date 07/20/2023
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
1466	The Genoa Company, Inc.	P.O. Box 77 Genoa, NV. 89411	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
CH-001	Town of Genoa	07/19/2023	$ 36,025.00	218-172 540.010	22F29.27

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 are reasonable and just.

TOTAL 36,025.00

PURCHASE JUSTIFICATION

1st Progress Billing for the Genoa Church Foundation

Project as per contract date 06/15/2023

Department Head Signature

Other Authorized Signature

Prepared By: Jody Brunz Digitally signed by Jody Brunz Date: 2023.07.20 13:09:51 -07'00'

Audited By	Warrant	Paid Date

Revised 7/09/2020

INVOICE

RECEIVED
JUL 19 2023
Town of Genoa

THE GENOA COMPANY, INC.
PO BOX 77
GENOA, NEVADA
89411

To: Town of Genoa
PO Box 14
Genoa, NV. 89411

First billing for progress work on the Genoa Church Foundation Project. Approved contract dated May 15, 2023.

Work completed as of July 19, 2023-

Supervision to date.	$5,000.00
Labor hours to date. 190 hrs. @ $75=	$14,250.00
Excavation to date.	$1,000.00
Materials used to date.	$2,500.00
Footings and piers poured in place.	$10,000.00
Overhead to date	$3,275.00
Total	$36,025.00

Balance due this billing. **$36,025.00**

Thank you!
The Genoa Company, Inc.

2nd of 3 Invoices
Church Foundation Project

Douglas County
Minden, Nevada 89423

Voucher #
Fiscal Year FY22-23
Voucher Date 8/18/2023
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
1466	The Genoa Company, Inc.	P.O. Box 77 Genoa, NV 89411	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
CH-002	Town of Genoa	8/18/2023	$34,375.00	218-172 540.010	22F29.27
TOTAL			$34,375.00		

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 are reasonable and just.

PURCHASE JUSTIFICATION

2nd Progress Billing for the Genoa Church Foundation

Project as per contract date 05/15/2023

Department Head Signature

Other Authorized Signature

Prepared By: Monique Roberts

Audited By	Warrant	Paid Date

RECEIVED
AUG 18 2023
Town of Genoa

INVOICE

THE GENOA COMPANY, INC.
PO BOX 77
GENOA, NEVADA
89411

To: Town of Genoa
PO Box 14
Genoa, NV. 89411

Second billing for progress work on the Genoa Church Foundation Project.
Approved contract dated May 15, 2023.

Work completed as of August 18, 2023-

Labor hours to date. 169 hrs. @ $75=	$12,675.00
Masonry	$21,700.00
Tree removal-Change Order 1	$750.00
Total	$34,375.00
Balance on contract	$14,600.00

Balance due this billing. **$34,375.00**

Thank you!
The Genoa Company, Inc.

3rd and Final Invoice
Church Foundation Project

Douglas County
Minden, Nevada 89423

Voucher # _____
Fiscal Year FY 23-24
Voucher Date 10/24/2023
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
1466	The Genoa Company, Inc·	P.O. Box 77 Genoa, NV. 89411	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
CH-003F	Town of Genoa	10/23/2023	$ 15,350.00	218-172 540.010	22F29.27
			$8,985.00	218-172 540.010	22F29.27
			$6,365.00	620-931 520.097	

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 are reasonable and just

TOTAL	15,350.00

PURCHASE JUSTIFICATION

3rd and Final Billing for the Genoa Church Foundation project as per Contract dated 05/15/2023

Department Head Signature

Other Authorized Signature

Prepared By: Jody Brunz Digitally signed by Jody Brunz Date: 2023.10.24 08:17:59 -07'00'

Audited By	Warrant	Paid Date

Revised 7/09/2020

INVOICE

THE GENOA COMPANY, INC.
PO BOX 77
GENOA, NEVADA
89411

RECEIVED
OCT 23 2023
Town of Genoa

To: Town of Genoa
PO Box 14
Genoa, NV. 89411

Final billing for progress work on the Genoa Church Foundation Project. Approved contract dated May 15, 2023.

Work completed as of 10/16/2023
Final Inspection by Douglas County approved 10/16 2023.

Original contract	$85,000.00
Addendum #1	$750.00 Dated 7/19/2023
Total Contract	$85,750.00

Paid 7/19.2023	$36,025.00
Paid 8/18/2023	$34,375.00
Subtotal	$70,400.00

Balance on contract $15,350.00

Concrete retaining wall	$13,700.00
Concrete valley gutter	$1,650.00
Total	$15,350.00

Balance due this billing. **$15,350.00**

Thank you!
The Genoa Company, Inc.

1st of 3 Invoices
Church Painting Project

Douglas County
Minden, Nevada 89423

Voucher # _____
Fiscal Year FY 23-24
Voucher Date 11/03/2023
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
1466	The Genoa Company, Inc.	P.O. Box 77 Genoa, NV. 89411	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
CH-P001	Town of Genoa	10/30/2023	$ 1,998.71	218-172 540.010	22F29.31

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 are reasonable and just.

TOTAL	1,998.71

PURCHASE JUSTIFICATION

ARPA - repair of church siding prior to painting

Department Head Signature

Other Authorized Signature

Prepared By: Jody Brunz Digitally signed by Jody Brunz Date: 2023.11.03 09:13:06 -07'00'

Audited By	Warrant	Paid Date

Revised 7/09/2020

INVOICE

RECEIVED
OCT 30 2023
Town of Genoa

THE GENOA COMPANY, INC.
PO BOX 77
GENOA, NEVADA
89411

To: Town of Genoa
PO Box 14
Genoa, NV. 89411

Billing for materials and labor to remove and replace rotten siding on the Genoa Church.

Materials	$573.71
Labor	$1,425.00
Total	$1,998.71

Balance due this billing. $1,998.71

Thank you!
The Genoa Company, Inc.

2nd of 3 Invoices
Church Painting Project

Douglas County
Minden, Nevada 89423

Voucher #
Fiscal Year FY 23-24
Voucher Date 03/18/2024
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
38519	Sergio Rojas	1103 Stanford Dr Carson City, NV 89701	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
404	Town of Genoa - Church Painting	08/20/2023	$ 2,000.00	218-172 540.010	22F29.31

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 are reasonable and just.

TOTAL 2,000.00

PURCHASE JUSTIFICATION

Contract Deposit for Exterior Painting Project

Genoa Church

Department Head Signature

Other Authorized Signature

Prepared By: Monique Roberts Digitally signed by Monique Roberts Date: 2024.01.09 09:41:18 -08'00'

Audited By	Warrant	Paid Date

Revised 7/09/2020

ESTIMATE

Prepared For

Jodi Brunz
Town of Genoa P O Box 14, Genoa, v 89411
(775) 782-8696

Sergio Rojas

1103 Stanford Dr
Carson City, NV 89701
Phone: (775) 315-9090
Email: sergioscustompainting@gmail.com

Estimate # 404
Date 08/20/2023

Description

EXTERIOR PAINTING PROJECT

Exterior painting project
Exterior painting project will be pressure washed as the first step of this process. The next day my team and I will give a detailed prep of the exterior covering all the windows, concrete,roof shingles ect... Once that step is complete we will move on to the process of caulking any open,cracked or split joints. The handrails in front the building will be prepped,scraped and painted. Scraping will be essential to remove any loose paint chips on the fascia,soffit or exterior body. Primer will then be applied to any or all areas exposed with raw wood. All doors facing the exterior will then be sanded and prepped to be sprayed with our special airless sprayer with 2 coats of the best paint in the market (Sherwin-Williams). The exterior body and trim will then be sprayed and rolled with 2 coats of paint to fully cure and be applied to all crevices of the exterior body. The gutters will be sanded and sprayed for a perfect factory finish. This estimate includes paint labor and materials. The total for this project will be $13,500.A bill of $10,000 of this contract is to be billed to the Town Of Genoa. The remainder balance is to be billed to the friend of Genoa.The $2,000 deposit is part of the $8,000 bill to the Town Of Genoa.
If you have any questions or concerns please don't hesitate to reach out! Hope to do business together! My team and I will exceed your expectation!
The tower of the bell house will be restored. Paint and all restoration will be included in this estimate.

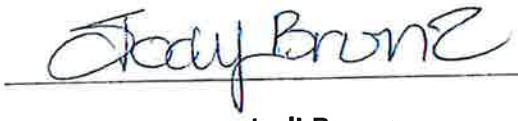
Subtotal	$16,800.00
Total	**$16,800.00**
Deposit Due	**$2,000.00**

By signing this document, the customer agrees to the services and conditions outlined in this document.



Signed on: 03/07/2024

Sergio Rojas



Jodi Brunz

Notes:

Ref - Genoa Church Restoration Project - exterior church building painting
In this contract it is stating that $8,000 will be billed to Town of Genoa and the rest of the balance billed to Friend of Genoa. The $2,000 deposit will be part of the Town of Genoa's portion.
The remains balance is billed to the friend of Genoa.

3rd of Final Invoice
Church Painting Project

Douglas County
Minden, Nevada 89423

Voucher #
Fiscal Year FY 23-24
Voucher Date 05/20/2024
Department Genoa

VOUCHER

Vendor #	Vendor Name	Remit Address	Special Instructions
38519	Sergio's Custom Painting	1103 Stanford Drive Carson City, NV. 89701	

Invoice #	Customer Acct #	Date	Amount	Acct #	Project #
0296	Town of Genoa	05/20/2024	$6001.00 $ 8,000.00	218-172 540.010	22Z29.31
			$8,799.00 $ 6,800.00	620-931 520.097	

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 are reasonable and just.

TOTAL	14,800.00

PURCHASE JUSTIFICATION

Balance Due - church Painting Project

$6,800 to be reimbursed by Friends of Genoa

Jody Brunz
Digitally signed by Jody Brunz
Date: 2024.05.20 14:36:45 -07'00'
Department Head Signature

Other Authorized Signature

Prepared By: M. Roberts

Audited By	Warrant	Paid Date

Revised 7/09/2020

DOUGLAS COUNTY
Tax ID# 88-6000031
DONATION ACCEPTANCE FORM

Name of Donor: Friends of Genoa (FOG)

Address: P.O. Box 224 **City:** Genoa **State:** NV **Zip:** 89411

Description of donation: Refund total costs associated with the Community Church Foundation Repairs and the Community Church Exterior Paint Projects that were over and above what ARPA funds covered.

Donor estimate of current value: $49,048.71

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

N/A All work has been completed and FOG raised funds to help cover the costs of these two projects.

Intended use: Reimburse Town of Genoa for money paid from the current budget relating to these two projects.

Note that any current fiscal year spending of donated funds must be authorized via BOCC resolution

Conditions of acceptance or donor designation: N/A

Remarks: **No Goods or Services were provided by the County in exchange for the donation**

Correct.

County Department receiving donation: Town of Genoa

County Representative receiving donation: Jody Brunz, Genoa Town Manager

Deposit GL Account: 620-000 367.102 **GL Account Description:** Donations

Resolution # 2024R-073
(to augment budget and authorize expenditure of donated funds)

BOCC Date 8/1/2024
(required if donation >$10,000 or submitting a resolution)

APPROVED / DISAPPROVED

6/27/2024
Date

Jody Brunz
Jody Brunz, Genoa Town Manager
Department Head/Elected Official Signature

Date

Chief Financial Officer Signature (if needed)

Date Submitted to BOCC

Date Approved by BOCC (if needed)

Note: Douglas County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.
Form Routing: Original to Records Management
cc: Board of County Commissioners (if over $10,000), Finance Department, Receiving Department

AGENDA ITEM NO. 1.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to accept the Douglas County Public Administrator's quarterly report for April 1, 2024, through June 30, 2024. (Steve Walsh)

RECOMMENDED MOTION:
Accept the Douglas County Public Administrator's quarterly report for April 1, 2024, through June 30, 2024, as presented.

FINANCIAL IMPACT:
None. Any fees collected by the Public Administrator are distributed pursuant to Nevada law and court order.

BACKGROUND:
Under Nevada law, the Public Administrator is appointed by the court to administer the estates of deceased persons when a personal representative is unavailable or unwilling to serve as the administrator of the deceased person's estate. The Board of County Commissioners may, at any time, investigate the estates for which the Public Administrator has been appointed (NRS 253.091). Attached is the quarterly report of the Douglas County Public Administrator for April 1, 2024, through June 30, 2024.

ATTACHMENTS:
Public Administrator Quarterly Report - April - June 2024

Douglas County Public Administrator
Stephen Walsh
P.O. Box 1683
Minden, NV 89423
775-267-4321

DOUGLAS COUNTY PUBLIC ADMINISTRATOR

QUARTERLY REPORT

To: Douglas County Board of Commissioners
From: Stephen Walsh, Douglas County Public Administrator
Reporting Period: **April 1, 2024, through June 30, 2024**

PENDING CASES: (Previous Report)	**14**
NEW CASES April 1, 2024 – June 30,2024	**11**
CASES UNDER INVESTIGATION: (Not Opened yet)	**8**
CASES OPENED/CLOSED DURING QUARTER:	**6**
CLOSED CASES WITH FULL PROBATE:	**4**
PENDING CASES WITHOUT INVENTORY	**3**
CURRENT PENDING CASES:	**15**
PENDING CASES FILED FOR COURT	**6**
STATUTORY COMMISSIONS RECEIVED:	**$4,262.19**

The pending estates are in various stages of the process including inventory preparation, pending court hearings, estate sales, etc.

Proceeds of estates, if applicable, will be used to pay off any debts and/or fees owed. The remaining amounts will be distributed to the decedent's next of kin, if any. If none, the proceeds escheat to the State of Nevada. If unclaimed after six years, they are transferred by the State Treasurer to the State's General Fund for educational purposes.

I declare under penalty of perjury that the foregoing is a true and correct report of all estates and statutory commissions by the Douglas County Public Administrator for the stated time period.

Executed this 23 day of July, 2024.

By: Stephen Walsh
Stephen Walsh, Public Administrator

AGENDA ITEM NO. 2.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on the reorganization of the Douglas County Juvenile Detention Center, including the elimination of three Youth Counselor positions (Pay Grade 109) and replacing these positions with two Youth Detention Counselor Senior positions (Pay Grade 110), and creating a Youth Detention Supervisor position (Pay Grade 202). (Tammy Morris)

RECOMMENDED MOTION:
Authorize the reorganization of the Douglas County Juvenile Detention Center, including the elimination of three Youth Counselor positions (Pay Grade 109) and replacing these positions with two Youth Detention Counselor Senior positions (Pay Grade 110), and creating a Youth Detention Supervisor position (Pay Grade 202).

FINANCIAL IMPACT:
If approved, this request will be FTE neutral. By staggering the proposed reorganization, this reorganization will result in an overall estimated savings for the County of $6,663.25 for Fiscal Year 2024-25. The request is to eliminate three Youth Counselor Positions (109) with a pay range $26.71-$37.40; and replace these positions with two Youth Detention Counselor Senior positions (110) with a pay range $29.18-$40.86 and one Youth Detention Supervisor position (202) with a pay range $36.30-$50.83.

Total Budget savings of Eliminated Positions:	($317,449)
Total Estimated Cost of Reclassed Positions:	$346,011
*Total Estimated Savings from replacing retired position:	($35,225)
Total Estimated Savings	($6,663)

* Does not include a possible payout of retired position, these costs will be absorbed by staggering the implementation of the reorganization.

BACKGROUND:

The current structure of the Douglas County Juvenile Detention Center consists of a Detention Manager and 15 Youth Detention Counselors, which are all the same pay grade. There are no intermediate or higher level staff aside from the Detention Manager. There is a need to have additional on-site oversight of the staff at detention, to manage compliance, safety, and training. This new structure would provide additional opportunities to update policies, ensure compliance with procedures, and improve the overall safety of the 24 hours a day, 7 days a week detention facility.

Under the new proposed structure, the Detention Manager will continue to serve as the mandated PREA Compliance Manager. The PREA Compliance Manager is responsible for coordinating a facility's efforts to comply with the National Prison Rape Elimination Act standards. This includes day-to-day functions such as implementation and response, and maintaining documentation. In addition to PREA Compliance Manager duties, the Detention Manager will remain responsible for all administrative duties, budgeting, training all staff, scheduling all staff, addressing juvenile concerns and grievances on each shift, medication management, responding to emergencies, State reporting and record-keeping, as well as all inventorying of supplies to run the detention facility.

The proposed Youth Detention Supervisor would be on-site in the facility working directly with staff and be available to oversee operations, including scheduling and addressing staff concerns. The on-site Youth Detention Supervisor would ensure PREA compliance by having the ability to perform the mandated checks, train staff, ensure adherence to policies, respond to emergencies, oversee medication management, and perform other administrative duties assigned by the Detention Manager. The Youth Detention Supervisor would also be responsible for scheduling medical screenings and appointments, as well as scheduling mental health screenings as necessary. The Youth Detention Supervisor would aid in providing 24-hour support along with the Detention Manager.

The proposed Youth Detention Counselor Seniors would act as a Shift lead on shifts not covered by the Youth Detention Supervisor, including graveyard shift. The Youth Detention Counselor Seniors would ensure PREA mandates are adhered to, perform mandated checks, and assist the detention manager by ensuring the required PREA documentation and reporting for each shift is complete and accurate. The Youth Detention Counselor Seniors would act as the lead in emergencies and make housing decisions regarding detainees. Additionally, Youth Detention Counselor Seniors would provide oversight of junior staff and ensure training and compliance standards are adhered to, ensuring the safety of the youth and staff.

The proposed reorganization will increase internal controls, create additional training opportunities, and ensure succession planning as intermediate and higher-level staff are exposed to management procedures and gain knowledge and skills to help maintain continuity.

The proposed structure is consistent with best practices. All other Juvenile Detention Facilities in the

State of Nevada, but one, employ intermediate and higher level staff to provide proper oversight and maximize safety throughout the entire 24-hour period.

ATTACHMENTS:

Request for Reorg Detention (2).docx

Douglas County Juvenile Detention Center Reorganization Power Point.pdf

Nathan Tod Young
District Judge
Department One

Thomas W. Gregory
District Judge
Department Two

Juvenile Division
Ninth Judicial District Court
Douglas County
State of Nevada

Tamara Morris
Chief Juvenile
Probation Officer

Request for Reorganization of Douglas County Juvenile Detention Center

I am requesting a reorganization of the Douglas County Juvenile Detention Center and believe justification exists, as outlined below. The request is to eliminate three (3) Youth Detention Counselor (109) positions and create two (2) Youth Detention Counselor Senior positions (110) and one (1) Youth Detention Supervisor (202) position. This request would be FTE neutral. We will have an upcoming vacancy, and will have to issue two layoff notices to accomplish this reorganization. If approved, the new positions will be posted internally to offer the affected employees the opportunity to apply. We are committed to ensuring this reorganization is cost-neutral for Douglas County in Fiscal Year 2024/25. This will be achieved by staggering the full implementation of the reorganization to ensure any possible payout, due to the upcoming vacancy, is absorbed within the budget. For future years, the reorganization will have a fiscal impact. However, for Fiscal Year 2024-25, the reorganization is cost-neutral. The upcoming vacancy is anticipated to be filled at a significantly lower rate, which will provide salary savings, to be allocated to the new positions. For Fiscal Year 2024-25, there will be an overall savings for the County of $6,663.25.

The current structure of the 24- hour detention center creates a need for a reorganization to include intermediate and higher level staff. An intermediate-level position is one that requires more experience than an entry-level position but does not require the seniority or leadership skills of a manager or a director position. Intermediate-level positions frequently involve independent work and little direct supervision. These employees may train junior staff, and take on more-complicated tasks when assigned by management

There is a need to have oversight of the staff at detention, to manage compliance with policies and procedures, ensure safety, provide consistent training and assist with disciplinary matters. There is also a need for staff to act as a lead on shifts, to address emergencies and more-complex cases. The current structure at detention includes a Detention Manager, 15 Youth Detention Counselors, including 5 on call Youth Detention Counselors. The Youth Detention Counselors and On Call staff are all the same pay grade. It is the Detention Manager, solely, who is responsible for oversight on all shifts 24 hours a day and is not able to be present on every shift. To be proactive, having intermediate or higher-level staff readily available on site, and on shift, would ensure any concerns are quickly identified and addressed immediately. Intermediate and higher-level staff will ensure compliance with PREA mandates as they will perform unannounced rounds, checking all blind spots in the facility to identify and deter staff sexual abuse and sexual harassment.

A new camera system, in the Juvenile Detention Center, will enable staff to monitor youth in their rooms, when serious behavioral situations, mental health concerns or medical needs arise. To ensure privacy, PREA compliance, and confidentiality, access to the camera functions should be limited to intermediate-level or higher-level staff. To ensure the health, safety and welfare of all youth, this would require 24 hours of a staff member having this level of access, as it will only be accessible from inside the facility.

The Detention Manager is also the PREA compliance manager for the detention center. The PREA Compliance Manager is responsible for coordinating a facility's efforts to comply with the National Prison Rape Elimination Act (PREA) standards. This includes day-to-day functions such as implementation and response, maintaining documentation, and continuous reporting. In addition to PREA Compliance Manager duties, the Detention Manager is responsible for all administrative duties, budgeting, training all staff, scheduling all staff, addressing staff and juvenile concerns and grievances on each shift, medication management, responding to emergencies, State reporting and record keeping, as well as all inventorying of supplies to run the detention facility. The detention manager is not able to be present on all shifts 24/7. The Detention Manager's office is not located on site, within the detention center. The office is located in the Douglas County Administrative Building, 2nd floor, adjacent to the Tahoe Justice Court, in Stateline, Nevada. The Detention Manager does enter the detention center regularly; however, she is not stationed on-site. There is no intermediate or higher-level staff to assist the Detention Manager.

The Youth Detention Supervisor would be on-site in the facility and working directly with staff and be available to oversee operations. The supervisor would ensure PREA compliance, train staff, respond to juvenile grievances, ensure adherence to policies, respond to emergencies, oversee medication management and perform other administrative duties assigned by the Detention Manager. The Youth Detention Supervisor would also be responsible for scheduling medical screenings and appointments, as well as scheduling mental health screenings as necessary. The Detention Supervisor would be available on call, for 24-hour support, when the Detention Manager is not available, or utilizing earned time off or sick leave.

The Youth Detention Counselor Seniors would act as a Shift lead on shifts not covered by the supervisor, including graveyard shift. They would ensure PREA mandates are adhered to and assist the detention manager by ensuring the required PREA documentation and reporting for each shift is complete and accurate. They would act as the lead in emergencies and make housing decisions regarding detainees. They would be able to view the cameras in the secure area, when a youth with mental health or behavioral concerns is present. Additionally, Youth Detention Counselor Seniors would provide oversight of junior staff and ensure training and compliance standards are adhered to, ensuring safety of the youth and staff.

In addition to the above listed benefits, a reorganization will improve functions in the facility. It will also create training opportunities and ensure succession planning as intermediate and higher-level staff are exposed to managerial processes and will acquire valuable knowledge and skills. This will help maintain continuity in the Department. The proposed reorganizational structure is consistent with best

practices and all other Juvenile Detention Facilities in the State of Nevada, but one, employ intermediate and higher level staff to provide proper oversight and maximize safety throughout the entire 24-hour period.

Tamara Morris

Chief Juvenile Probation Officer

Douglas County Juvenile Detention Center Reorganization Proposal

Purpose of Juvenile Detention in Douglas County

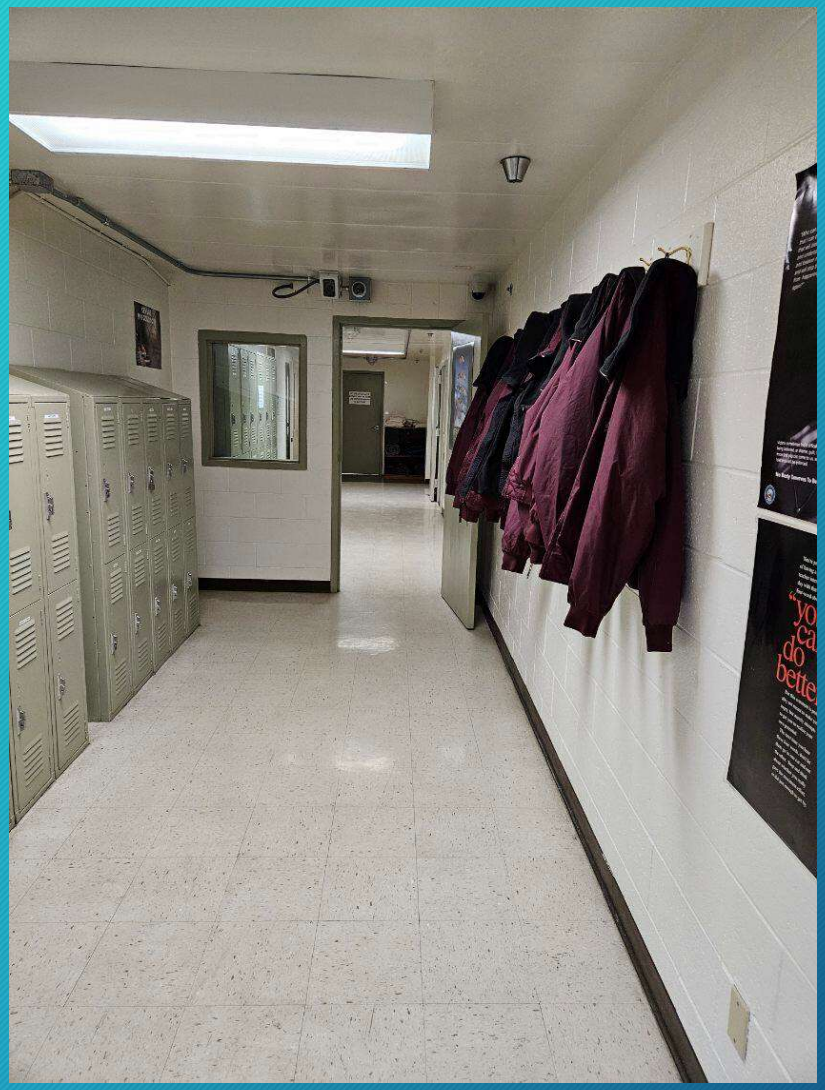
The Douglas County Juvenile Detention Center is a 24-hour holding facility that provides for the temporary, secure, and safe custody of juveniles ages 10 to 18 who are accused of conduct subject to the jurisdiction of the Court and require a restricted environment for their own or the community's protection while pending legal action.

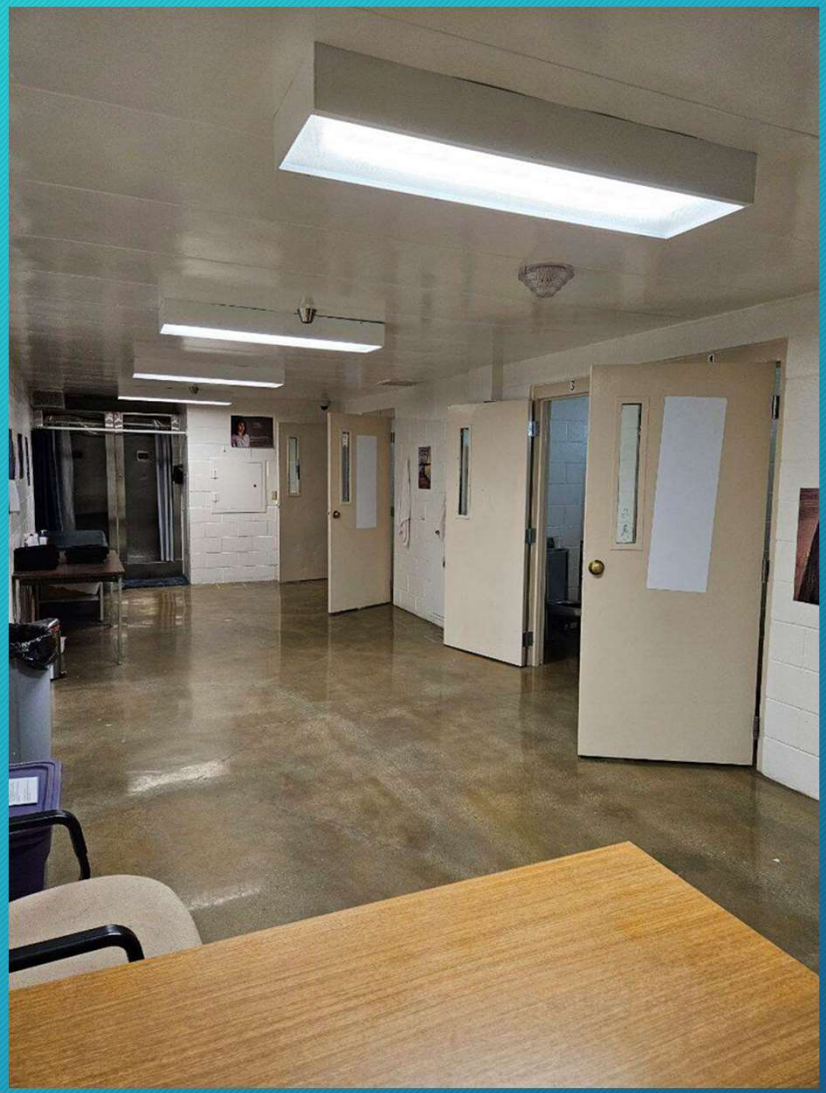
It is incumbent upon the Douglas County Juvenile Detention Center staff to unconditionally provide for the detainee's health, safety, and welfare, in a reasonable homelike environment during the course of their detainment. **(NRS 62B.510)**

Youth We Serve

- Juveniles who commit an offense in Douglas County
- Juveniles who have violated terms of their probation and/or are ordered detained by the Court
- Juveniles who commit a new offense or fail their placement at China Spring Youth Camp- regardless of the County they are from
- Juveniles who commit a new offense or fail their placement at any of the Rite of Passage houses located in Douglas County
- Juveniles who are on Youth Parole, who live in Douglas County and are taken into custody for a Youth Parole Violation
- Juveniles from other counties who are held as a courtesy

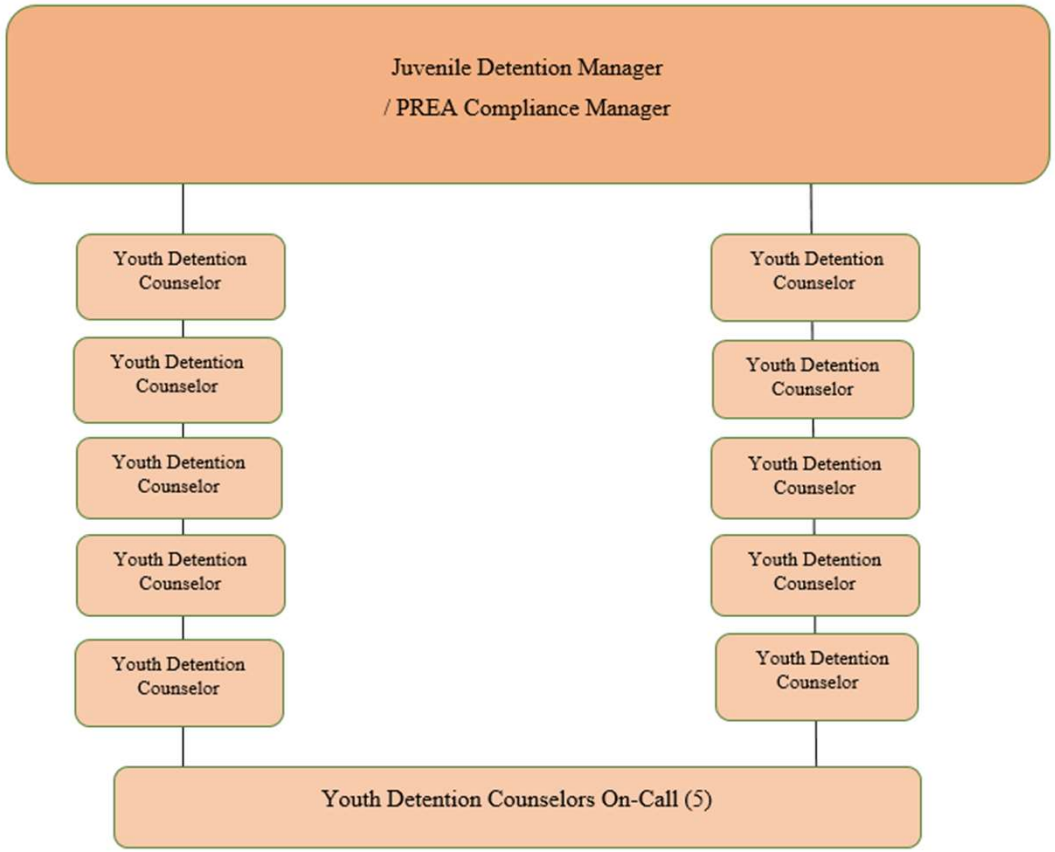







EXIT

Douglas County Juvenile Detention Organizational Chart 2024



The following key areas have been considered with regard to the request for reorganization.

- *Accountability/Liability*
- *Emergency Services*
- *Training*
- *Compliance*
- *Budget monitoring/inventory*
- *Safety/Medication Management*

Detention Manager

- PREA compliance manager
- Responsible for all administrative duties
- Record keeping
- State reporting
- Liability
- PREA unannounced rounds
- Training all staff
- Scheduling all staff
- Evaluations and discipline on all staff
- Hiring
- Handles youth grievances on all shifts
- Authorizes detainee housing separation
- Budgeting
- Purchasing/inventory
- Medication Management
- Safety/Emergency Management

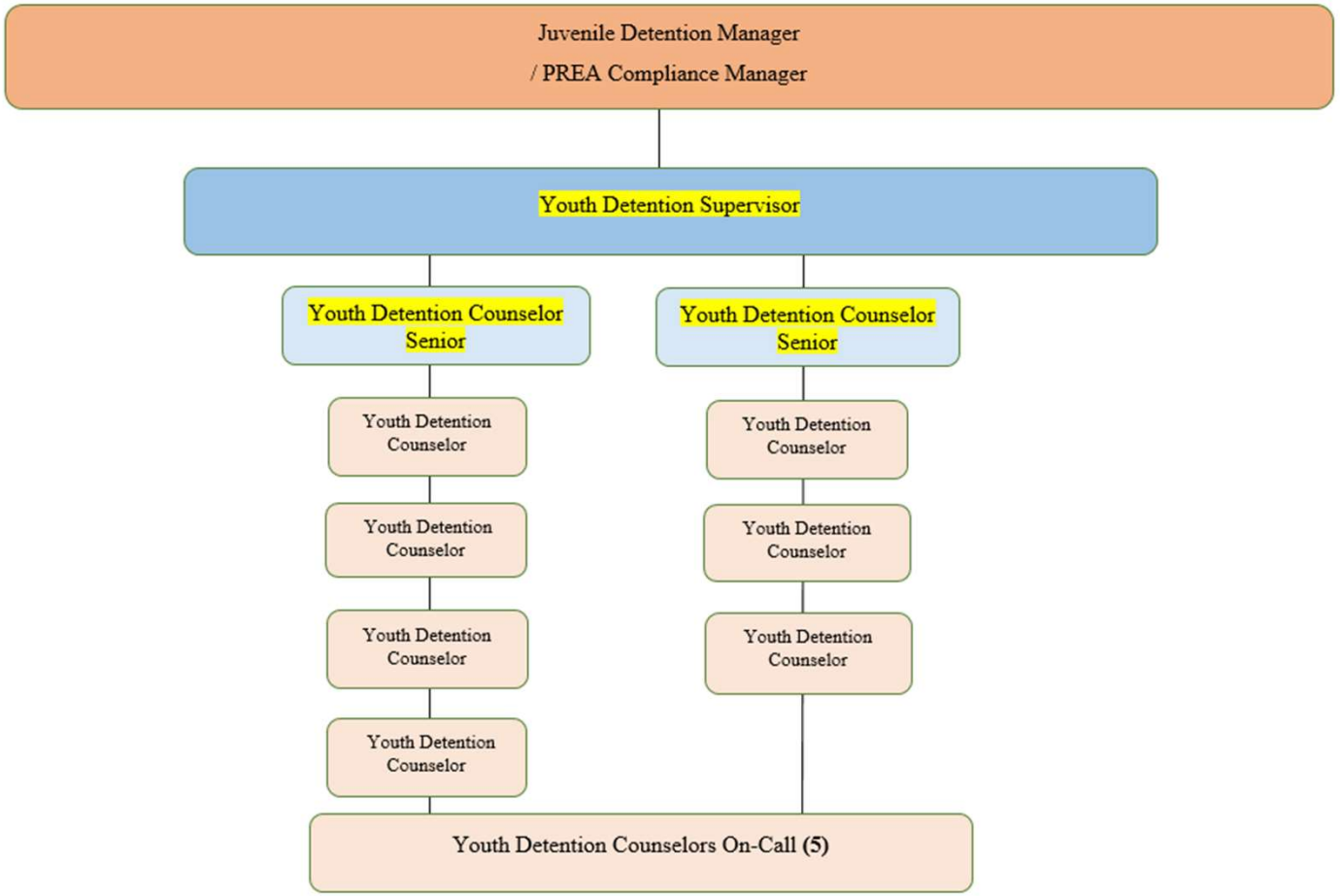
The Detention Supervisor

- Supports management
- Works on-site providing supervision of the youth, detention counselors, and on call staff
- Assists with administrative duties
- Makes complex, immediate decisions regarding detainees
- Provides shift coverage and has the ability to be flexible, reducing overtime
- Performs PREA unannounced rounds and ensures accurate documentation
- Ensures compliance with established PREA protocols
- Oversees medication management
- Responds to emergencies promptly to ensure the safety of the juveniles and staff
- Demonstrates a higher level of critical thinking and problem-solving skills to make complex, time sensitive decisions
- Ensures consistent training and compliance with polices and procedures
- Manages employee schedules, evaluations, discipline
- Monitors in-room cameras for concerning behavior

Youth Detention Counselor Senior

- Acts as lead (not a supervisor) on shift
- Addresses more complex situations
- Assists with PREA unannounced rounds, and ensures accurate documentation
- Supports medication management
- Assists with training and compliance
- Responds to emergencies
- Acts independently when concerns arise
- Monitors in-room cameras for concerning behavior

Douglas County Juvenile Detention
Proposed Organizational Chart 2024



Thank You

AGENDA ITEM NO. 3.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on the adoption of **Resolution 2024R-085** transferring Douglas County's unused 2024 Private Activity Bond Volume Cap of $3,346,667.73 to the Nevada Rural Housing Authority (NRHA). (Kathy Lewis)

RECOMMENDED MOTION:
Adopt Resolution 2024R-085 transferring Douglas County's unused 2024 Private Activity Bond Volume Cap of $3,346,667.73 to the Nevada Rural Housing Authority, as presented

FINANCIAL IMPACT:
None. This action does not incur any debt or legal obligation for Douglas County, and a transfer of the County's Private Activity Bond Cap is separate from, and has no effect on, the County's debt limit imposed by NRS Chapter 350 or the County's ability to issue debt for public projects.

BACKGROUND:
Private activity bonds, which are defined under 26 U.S.C. § 141, are tax-exempt bonds issued by or on behalf of government entities to provide special financial benefits for qualified projects. Private activity bonds typically provide lower-interest financing than what is available from non-governmental borrowing and offer flexibility in structuring terms such as variable and fixed interest rates, prepayment, and long- and short-term maturities. Douglas County receives an annual Private Activity Bond Cap (PABC) which specifies a maximum bond issuance amount that can be used to undertake qualified projects under 26 U.S.C. § 141. The Nevada Department of Business & Industry has advised that Douglas County's estimated Calendar Year 2024 PABC is $3,346,667.73 (based on population - report attached). The PABC can be transferred to another local government per NAC 348A.180, or given back to the Nevada general state-wide pool at the direction of the Board of County Commissioners.

The County has historically allocated its share of PABC to the Nevada Rural Housing Authority (NHRA) to assist low-and moderate-income home buyers to finance the purchase of single-family

residential housing at affordable prices. NRHA's ability to continue serving the community with the most innovative rural homebuyer programs is predicated on receiving a transfer of the County's PABC, which will be combined with transfers from other Nevada cities and counties to fund the NRHA's Single-Family Housing program. Resolution 2024R-085 transfers the County's maximum amount of tax-exempt private activity bonds that may be issued during 2024 to NHRA, which will help NRHA serve the citizens of Douglas County.

ATTACHMENTS:
Resolution 2024R-085.docx
Douglas Progress Report 2024.pdf
Proposed 2024 Volume CAP Distribution by Jurisdiction.pdf

RESOLUTION NO. 2024R-085

RESOLUTION OF THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, NEVADA PROVIDING FOR THE TRANSFER OF THE COUNTY'S 2024 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes ("*NRS*") and Chapter 348A of the Nevada Administrative Code ("*NAC*"), there has been allocated to Douglas County, Nevada (the "*County*"), the amount of $3,346,667.73 in tax-exempt private activity bond volume cap for year 2024 (the "*2024 Bond Cap*"); and

WHEREAS, the Nevada Rural Housing Authority (the "*NRHA*"), has requested that the County transfer its 2024 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income ("*Single Family Programs*"); and

WHEREAS, the County is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the County may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2024 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State of Nevada (the "*State*"); and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the Board of Commissioners of the County does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the County hereby transfers its 2024 Bond Cap in the amount of $3,346,667.73 to the NRHA for its Single Family Programs.

Section 3. Use of 2024 Bond Cap. The NRHA will use the 2024 Bond Cap for single family purposes in calendar year 2024 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of County. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the "Director") may contact Jenifer Davidson, County Manager, Douglas County, regarding this Resolution at (775) 782-9821 or by email at jrdavidson@DouglasNV.US or in writing at 1594 Esmeralda Avenue, Minden, Nevada 89423.

Section 5. Additional Action. The Chairman of the Board of County Commissioners and the Clerk of the County are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2024 Bond Cap, and carry out the duties of the County hereunder, including the execution of all certificates pertaining to the transfer as required by NAC 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2024 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Shawn Heusser, Director of Finance of the NRHA regarding this Resolution at (775) 886-7913 or by email at sheusser@NVRural.Org in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the County. This Resolution is not to be construed as a pledge of the faith and credit of or by the County, or of any agency, instrumentality, or subdivision of the County. Nothing in this Resolution obligates or authorizes the County to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEVADA

By _____
Wesley Rice, Chairman

ATTEST:

By _____
Amy Burgans, County Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Amy Burgans, am the duly chosen and qualified County Clerk of Douglas County, Nevada (the *"County"*) and in the performance of my duties as County Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (*"NAC"*), that the 2024 private activity bond volume cap allocated to the County in the amount of $3,346,667.73 has been transferred as follows:

> $3,346,667.73 has been transferred pursuant to NAC 348A.180 from the County, a local government, located in the State of Nevada to the Nevada Rural Housing Authority, a local government, located within Douglas County, for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

DOUGLAS COUNTY, NEVADA

By _____
Amy Burgans, County Clerk

cc: Donna Greenhut, Nevada Rural Housing Authority

Mission first. Everything else second.

NEVADA RURAL HOUSING

Nevada Rural Housing's Mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

July 1, 2024

Wesley Rice
Chair, Douglas County Commission
1616 8th St.
Minden, NV 89423

Re: Request for Private Activity Bond Cap

Dear Chair Rice:

In years past, the commission has voted to transfer all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating NRH's homeownership programs. Transferring unused PABC to NRH does not obligate the locality in any way – it simply provides us with an additional financing tool to ensure we can continue to offer access to homeownership to rural Nevadans.

Please accept this letter as our request to schedule this as a consent item (or action item if needed) for your upcoming meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to dgreenhut@nvrural.org and mail the originals to:

Attn: Mark Pasek
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

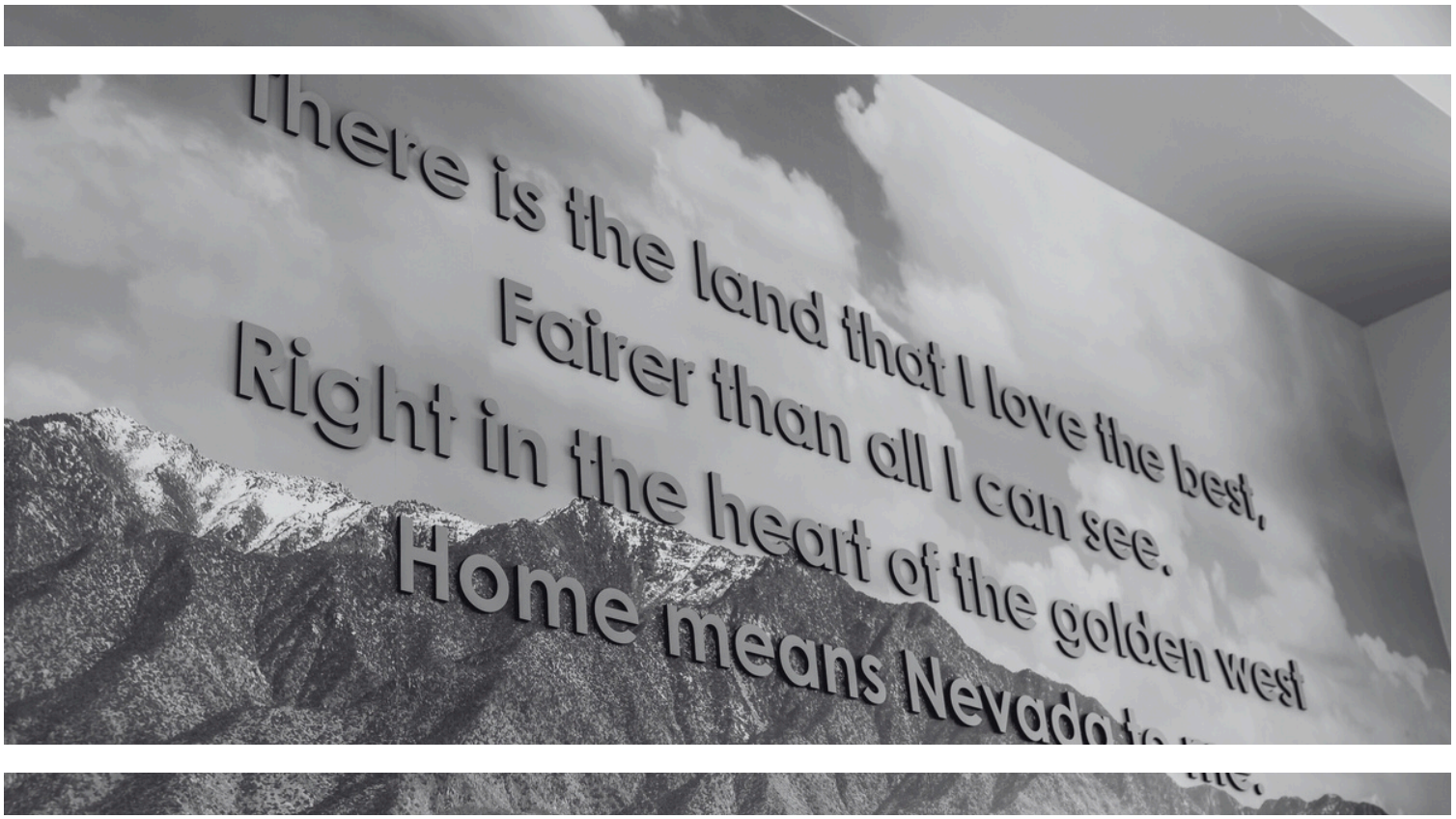
If you have any questions about the transfer or this request, please consult your counsel or NRH's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

William L Brewer

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

DOUGLAS COUNTY · 2024

NEVADA RURAL HOUSING



NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH's area of operation is defined as all of Nevada excepting communities with population over 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

WITH COMMUNITY PARTNERS LIKE YOU, NRH IS PROUD TO HAVE DELIVERED HOPE TO RURAL NEVADANS FOR 51 YEARS AND COUNTING!

SINCE 1973

PROGRAM POINTS OF INTEREST

Homeownership	$2.4 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	$45.6 MILLION EST. TAX SAVINGS
Rental Assistance	1,123 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	362 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	690 DOORS MANAGED IN 9 COMMUNITIES



"IT'S OUR DREAM HOME , AND REALLY A DREAM COME TRUE, FOR OUR ENTIRE FAMILY, AND THAT IS THANKS TO NEVADA RURAL HOUSING."

-THE DAVIS FAMILY

HOMEOWNERSHIP PROGRAMS

GET RURAL NEVADANS HOME AT LAST

Our homeownership programs – from down payment assistance paired with low-rate mortgage options to homebuyer tax credits and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided $2.4 billion in mortgages, assisted 10,849 homeowners, provided $64.8 million in down payment assistance and has delivered $45.6 million in estimated tax savings to homeowners, which is reinvested in their communities.

A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR DOUGLAS COUNTY

- $36.4 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS TO NRH SINCE 2006
- $111 MILLION IN MORTGAGES PROVIDED TO 484 HOMEBUYERS SINCE 2006
- $3.7 MILLION IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE CITY SINCE 2006
- $2.3 MILLION IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE CITY SINCE 2006

TAKING RURAL HOMEOWNERSHIP TO NEW HEIGHTS



LAUNCHPAD

Homeownership Program by Nevada Rural Housing

PRIVATE ACTIVITY BOND CAP TRANSFERS MAKE MAGIC HAPPEN, SUCH AS THE LAUNCHPAD HOMEOWNERSHIP PROGRAM BY NEVADA RURAL HOUSING TAKING FLIGHT THIS SUMMER!

Launchpad 1.0 is designed to deliver a stellar below-market rate (Houston, we have NO problem with a 6.17%!) and out-of-this-world program terms to help our lenders and their borrowers make affordable, rural homeownership happen!

- For first-time homebuyers only (Veterans and those buying in targeted areas exempt from the first-time buyer requirement)
- Launchpad provides 4% down payment assistance paired with 30-year fixed-rate government loans (FHA, VA, USDA-RD) - no conventional option available with this program
- Down payment assistance has a 5-year term that is forgiven at maturity
- Income limits apply - see them at BuyRuralNV.org
- Launchpad opens to all rural Nevada jurisdictions (under 150,000 population) July 22, 2024. Visit HALMap.org for property eligibility in Clark and Washoe counties.
- Funds are limited. Launchpad 1.0 will offer $25 million in mortgage funds – NRH hopes to provide future program issuances after this first launch!

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.







We know how good home feels, and we're here to help rural Nevadans get there. Whether it's through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 142 VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. $12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 32 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH SEEKING ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0179

SEE THE MISSION IN ACTION



VISIT US AT NVRURAL.ORG

EQUAL HOUSING OPPORTUNITY

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

NRH NEVADA RURAL HOUSING

State of Nevada - Department of Business & Industry

Distribution of Federal Tax Exempt Private Activity Bonding Authority (CAP)

For Use in Calendar Year 2024

$399,272,000.00 =Total statewide allocation
$199,636,000.00 =Local jurisdictions allocation Total

Based upon estimates from the Nevada State Demographer with the Nevada Department of Taxation

Counties & Incorporated Cities	2024 Population Estimate** County Totals	Jurisdiction Totals	Percentage of State Population %	Total for Distribution $	199,636,000
Carson City	**58,923**	**58,923**	**1.81767%**	**$**	**3,628,723.16**
Churchill County	**26,940**				
Fallon		**9,551**	**0.29463%**	**$**	**588,190.26**
Unincorporated County		**17,389**	**0.53642%**	**$**	**1,070,886.87**
Clark County	**2,361,285**				
Boulder City		**14,958**	**0.46143%**	**$**	**921,175.79**
Henderson		**341,980**	**10.54947%**	**$**	**21,060,549.28**
Las Vegas		**666,780**	**20.56898%**	**$**	**41,063,082.79**
Mesquite		**22,711**	**0.70059%**	**$**	**1,398,637.74**
North Las Vegas		**282,496**	**8.71450%**	**$**	**17,397,277.41**
Unincorporate County		**1,032,360**	**31.84647%**	**$**	**63,577,018.12**
Douglas County	**54,343**	**54,343**	**1.67638%**	**$**	**3,346,667.73**
Elko County	**57,538**				
Carlin		**2,578**	**0.07953%**	**$**	**158,763.95**
Elko		**21,707**	**0.66962%**	**$**	**1,336,807.25**
Wells		**1,290**	**0.03979%**	**$**	**79,443.56**
West Wendover		**4,540**	**0.14005%**	**$**	**279,592.06**
Unincorporated County		**27,423**	**0.84595%**	**$**	**1,688,822.28**
Esmeralda County	**1,067**	**1,067**	**0.03292%**	**$**	**65,710.29**
Eureka County	**1,776**	**1,776**	**0.05479%**	**$**	**109,373.46**
Humboldt County	**17,696**				
Winnemucca		**8,518**	**0.26277%**	**$**	**524,573.83**
Unincorporated County		**9,178**	**0.28312%**	**$**	**565,219.37**
Lander County	**6,121**	**6,121**	**0.18882%**	**$**	**376,956.61**
Lincoln County	**4,808**				
Caliente		**1,114**	**0.03436%**	**$**	**68,604.75**
Unincorporated County		**3,694**	**0.11395%**	**$**	**227,491.87**
Lyon County	**63,179**				
Fernley		**24,394**	**0.75251%**	**$**	**1,502,283.87**
Yerington		**3,541**	**0.10923%**	**$**	**218,069.49**
Unincorporated County		**35,244**	**1.08721%**	**$**	**2,170,471.95**
Mineral County	**4,842**	**4,842**	**0.14937%**	**$**	**298,190.48**
Nye County	**52,478**	**52,478**	**1.61885%**	**$**	**3,231,813.28**
Pershing County	**7,464**				
Lovelock		**2,079**	**0.06413%**	**$**	**128,033.46**
Unincorporated County		**5,385**	**0.16612%**	**$**	**331,630.67**
Storey County	**4,454**	**4,454**	**0.13740%**	**$**	**274,295.83**
Washoe County	**508,759**				
Reno		**277,517**	**8.56091%**	**$**	**17,090,649.91**
Sparks		**113,816**	**3.51102%**	**$**	**7,009,262.17**
Unincorporated County		**117,426**	**3.62238%**	**$**	**7,231,580.97**
White Pine County	**10,005**				
Ely		**3,954**	**0.12197%**	**$**	**243,503.75**
Unincorporated County		**6,051**	**0.18666%**	**$**	**372,645.72**
Totals	**3,241,678**	**3,241,678**	**100.00%**	**$**	**199,636,000.00**

IRS Bulletin: 2024-12_IRB https://www.irs.gov/irb/2024-12_IRB

Saved in Excel as: 2024 Volume Cap Distribution - FINAL

AGENDA ITEM NO. 4.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve a Memorandum of Understanding between the Carson Valley Arts Council and Douglas County to establish a Public Art Advisory Organization and for a funding commitment starting at $15,000 per year and escalating each year thereafter. (Brook Adie)

RECOMMENDED MOTION:
Approve a Memorandum of Understanding between the Carson Valley Arts Council and Douglas County to establish a Public Art Advisory Organization as presented.

FINANCIAL IMPACT:
Dedicated annual funding to the Carson Valley Arts Council for $15,000 for the first year with an annual escalation increase of 5% for the remaining five years of the MOU. The funds are budgeted for in the "Contributions" account in the Admin Department of the Room Tax Fund (234-801 540.001).

BACKGROUND:
The Douglas County Art in Public Places Program Plan was approved by the Douglas County Board of County Commissioners on September 7, 2023. The purpose of this plan was to provide a vision and guidance for the County's growing public art collection and its public art programming interests with a focus on visual arts. This plan identified a need to create a Public Art Advisory Organization (PAAO) to take the lead role in advising and assisting the administration of the Art in Public Places Program. The Carson Valley Arts Council has been identified as a possible organization to become Douglas County's PAAO through this Memorandum of Understanding.

ATTACHMENTS:
Carson Valley Arts Council Art in Public Places MOU 2024 7.24.2024.Signed.pdf

MEMORANDUM OF UNDERSTANDING

between

DOUGLAS COUNTY, NEVADA

and

CARSON VALLEY ARTS COUNCIL

for the

ADMINISTRATIVE ROLE FOR THE ART IN PUBLIC PLACES PROGRAM

WHEREAS, Douglas County (hereinafter referred to as "County"), is a political subdivision of the State of Nevada, and Douglas County has approved an Art in Public Places Program Plan; and

WHEREAS, The Art in Public Places Program Plan calls for the establishment of a Public Art Advisory Organization (hereinafter referred to as "PAAO") to take a lead role in advising and assisting in the administration of the Art in Public Places Program; and

WHEREAS, in April 2012, the County passed Proclamation number 2012P-035 recognizing and designating Carson Valley Arts Council (hereinafter referred to as "CVAC") as the Local Arts Agency for Douglas County. As the Local Arts Agency (LAA), Carson Valley Arts Council represents all art disciplines in serving the local community, the county and the Eastern Sierra region. The designation of LAA is federally recognized by the National Endowment for the Arts; and

WHEREAS, as an LAA, CVAC is tasked with presenting programming to the public, including youth integration through arts education, managing cultural facilities, providing services to artists and arts organizations, and facilitating community cultural planning; and

WHEREAS, CVAC is ready, willing and able to support the County in the implementation of the Public Art Pilot Program by acting as the PAAO and taking the lead role in advising and assisting in the administration of the plan; and

WHEREAS, CVAC is a non-profit corporation created and operated in support of advancing the arts in the County and its work will be compatible with the purpose and objectives of the "Douglas County Art in Public Places Program Plan"; and

WHEREAS, public art is defined as artwork created or led by an Artist or Artist team and acquired or displayed by the County, GIDs or Towns in Douglas County, or artworks that are commissioned or acquired by private commercial property owners to be installed in exterior publicly visible locations. This includes but is not limited to paintings, sculptures, engravings, carvings, frescos, stained glass and glass works, mosaics, mobiles, murals created on building or pavement surfaces or on panels, collages, statues, bas reliefs, tapestries, photographs, video projections, drawings, fountains, landscape designs, or monuments erected to commemorate a person or event, functional furnishings such as artist-designed seating, or other media. Public art may be permanent or temporary.

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

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

1. EFFECTIVE DATE & TERM OF CONTRACT. This Memorandum of Understanding (MOU) will be effective immediately upon the date it is last executed by all parties and will remain in effect for five (5) years unless terminated earlier by either party in accordance with Paragraph 4 herein.
2. WORK TO BE PERFORMED. The parties agree that the services to be performed by the Parties are as follows:
    a. County agrees to do the following:
        1. Make additions and amendments to the Douglas County Code pertaining to public art as identified in the Art in Public Places Program Plan.
        2. Review, make changes to proposed projects, if needed, and either approve or deny projects including project locations on County property.

3. Maintain a seat on the Public Art Project Panels, for projects within the County's jurisdiction and serve as a liaison with Nevada Department of Transportation regarding right-of-way matters.
4. Select preferred locations and provide funding to install anchor points or concrete pedestals or mural frameworks if appropriate blank walls are not available for rotating public art on County property.
5. Offer suggestions on locations or funding option for projects.
6. Take ownership of permanent public art and maintain the artwork on County property in accordance with the artist's commissioning or purchase contract, unless other arrangements are made.
7. Evaluate the quality of work, conformance to County structural and fabrication requirements, safety codes, availability of appropriate sites for installation and maintenance of proposed donations of permanent public art (Category 3) with advice from CVAC.
8. Relocate or remove public art for any of the reasons set forth in the Douglas County Art in Public Places Program Plan on County property.
9. Cooperate, when feasible, as co-applicant for grants that fund acquisition of art pieces, materials to support public art or services and supplies for infrastructure in the installation of public art.
10. Allow CVAC to use the name and images of the County for purpose outlined in this agreement and the Art in Public Places Program.
11. When feasible, provide additional tools, equipment, and other support for CVAC's activities at the discretion of the Director of the Community Services Department, and consistent with County policies, State and Federal law.
12. Ensure that public art complies with County ordinances.
13. Assist the CVAC in finding sponsorships and donations and offer suggestions on potential funding sources. Dedicate annual funding to CVAC from the County budget in the amount of $15,000 for the first year of this MOU, with an annual escalation increase of 5% for the remaining years of the MOU.
14. Follow the recommended framework as identified in the Art in Public Places Program Plan for the development of an Arts and Culture Master Plan for Douglas County.
15. Follow the recommended framework as identified in the Douglas County Master Plan for facilitating the creation of a Cultural Commission.

b. CVAC agrees to do the following:

1. Act as the PAAO and take the lead role in advising and assisting in the administration of the Art in Public Places Program.
2. For temporary (Category 1) public art, once installation sites have been selected and prepared and artwork content is approved, establish an ad hoc Public Art Project Panel and issue a call to artists through a request for proposals or request for qualifications specifying the type of artwork that is sought, the final content and terms and duration of the installation.
3. Prepare the lease or loan contract for temporary (Category 1) public art with the selected artist.
4. Provide advice on proposals, if asked, for public art on private commercial property (Category 2) artwork relating to scope and content.
5. Advise and provide direction on public art projects and conduct meetings in accordance with the Open Meeting Law if there is an item that is being recommended to a local government, general improvement district or the County.
6. Evaluate proposals for new temporary (Category 1) or permanent public art (Category3) projects in terms of viability, locations, estimated costs and technical aspects of the proposed artwork.
7. Provide guidance for permanent public art (Category 3) projects on how to find and prepare a contract with an artist to purchase or commission the type of public art that the County is seeking; prepare or a

assist in the preparation of the commissioning or purchase contract between the County and the artist; and assist with the development of a maintenance plan.

8. Encourage proposed content that reflects the expressed local community identity and values for the project.
9. Advise on standards in terms of artistic methods and technical requirements for proposed artworks.
10. When needed, direct applicants to County planning staff to answer planning, zoning, or right-of-way questions, and when beneficial, recommend a pre-application meeting with the County's Planning Department.
11. Establish Art Project Panels, when needed, with the required expertise for each temporary (Category 1) and permanent (Category 3) public art.
12. Advise and assist Public Art Participants in preparing commissioning or purchase contracts with the artists, if needed.
13. Advise on maintenance requirements as specified in each purchase or commissioning contract for permanent (Category 3) public art.
14. Advise and assist, when asked, the Main Street Gardnerville program staff on public art related matters.
15. Encourage artists who are creating temporary (Category 1) or permanent (Category 3) artwork to apply for funding under the Community Grant Funding Program.
16. Seek grants, donations and sponsorships as funding sources and assist in establishing public-private and non-profit-public partnerships in order to minimize project costs and enhance project opportunities.
17. Ensure the following Guiding Principles in the implementation of the Art in Public Places Pilot Program:
    - The program is fiscally responsible.
    - The artwork is based on consultation and engagement, ensuring it is relevant to the local government that has jurisdiction and its residents.
    - Public Art installations are robust and of high quality.
    - All installations will have a clear line of responsibility in terms of ownership, installation, on-going maintenance and safety.
18. Maintain an up-to-date inventory of all public art in Douglas County.
19. Prepare a press release and share images and information about all new public art through social media and internal communication channels; coordinate and hold a dedication or unveiling ceremony that presents the piece to the community and recognizes the artistic efforts of the artist.
20. Once multiple artworks have been installed in the County, create public art maps and driving and walking tours to ensure County residents and visitors can enjoy and share the evolving outcomes of the program.
21. Comply with all applicable County ordinances.

3. PARTICIPATION IN GOVERNANCE. CVAC is a non-profit corporation formed under IRS Section 501(c)(3) and registered with the Nevada Secretary of State. CVAC is operated by a Board of Directors and said Board is the governing body of CVAC and is responsible for establishing policies and taking actions necessary and appropriate to operate as a Local Arts Agency.
4. TERMINATION OF AGREEMENT. This Agreement may be revoked at any time without cause, by either party, provided that a revocation shall not be effective until sixty (60) days after a party has served written notice upon the other party of termination of the Agreement.

5. INDEPENDENT CONTRACTOR STATUS. The parties agree that CVAC shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev. Rev. Stat. § 284.173, as necessarily adapted, to the parties, including that CVAC nor its agents are a County employee and that there shall be no:

   a. Withholding of income taxes by the County;

   b. Industrial insurance coverage provided by the County;

   c. Participation in group insurance plans which may be available to employees of the County;

   d. Participation or contributions by either CVAC or the County to the public employee's retirement system;

   e. Accumulation of vacation leave or sick leave provided by the County;

   f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

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

7. INDEMNIFICATION. Except as otherwise provided in Paragraph 7 herein, CVAC shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of CVAC, its officer, agents, subcontractors or employees.

8. INSPECTION AND AUDIT. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the County or the state governments or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all Agency or state regulations and statutes. Each party agrees that the relevant books, records, including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation relating to the work product shall be produced upon demand by the County or the state governments or their authorized representatives. All books, records, reports, and statements relevant to this contract must be retained for a minimum of three years after the termination of this agreement, and, by a party which receives federal funding used to perform this contract, for five years. The retention period runs from the date of termination of this contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit or to complete any administrative and judicial litigation which may ensue.

9. ASSIGNMENT. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this contract without the prior written consent of the other party.

10. GOVERNING LAW AND JURISDICTION. This contract and the rights and obligations of the parties under it shall be governed by and construed according to the laws of Nevada the parties agree that any dispute or claim regarding this Agreement shall be filed in the Nevada Ninth Judicial District Court. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

11. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

12. NOTICES. All notices or other information that is to be submitted to a party shall be sent to the following addresses:

    Douglas County Manager
    PO Box 218
    Minden, NV 89423

    Carson Valley Arts Council
    1572 Hwy 395 N
    Minden, NV 89423

13. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the 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 the Agreement unenforceable.

14. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that neither CVAC or the County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

15. AUTHORITY TO EXECUTE AND IMPLEMENT. Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the effect of binding the principal. Each person signing this Agreement hereby certifies that he is authorized by his respective governing body to enter into the terms and conditions set forth herein.

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

Brian Fitzgerald, President
Carson Valley Arts Council

7/25/24

Wesley A. Rice, Chairman
Board of County Commissioners

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on Tentative Subdivision Map (TSM) Application DP 24-0040, a request to subdivide 28.55 acres into: (a) 25 single family residential lots, the smallest being .84 acres and the largest being 1.01 acres in size; and (b) two drainage and access parcels of 1.20 and .58-acres respectively. The subject parcel is located on the north side of Stephanie Way, just east of the intersection of Kayne Avenue in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Johnson Lane Community Plan area. The applicant is Armil Properties, LLC, and the applicant's representative is Michael Stanka, Stanka Consulting, LTD. This is a resubmittal of the previously approved TSM application 18-002. APN: 1420-27-401-010. (Kate Moroles-O'Neil)

RECOMMENDED MOTION:
Approve Tentative Subdivision Map application DP24-0040 as presented, subject the original conditions of approval for LDA 18-002, with the added condition that the applicant apply for a new Site Improvement Permit for the remaining improvements, based on the applicant's ability to meet the required findings, the recommendation of the Douglas County Planning Commission, public comment, and the discussion of the County Commissioners.

FINANCIAL IMPACT:
Property tax revenue from 25 new homes. Currently, the assessed land value for the parcel is $300,000. Each of the new (25) vacant 1-acre parcels will be assessed around $57,000 once improved for construction of homes, providing around $1,425,000 in increased assessed value for the vacant land, resulting in increased revenue through property taxes. Assessed values will further increase once homes are constructed. Increased revenue may be offset by increased expenses related to, among other things, service costs for additional residents and maintenance costs for new public infrastructure. These parcels will be served by county water and sewer and will be customers (i.e., rate payers) once the homes are constructed.

BACKGROUND:

A version of this development was initially proposed in 2004. At that time, the County approved the applicant's first tentative subdivision map (TSM), subject to certain conditions. The parties ultimately reached a settlement agreement regarding the conditions of approval, the terms of which were incorporated into a development agreement in 2005.

In 2006, the applicant applied for a modification to the TSM, which the County denied. The applicant filed a lawsuit against the County, asserting that the denial violated the terms of the development agreement. The parties then reached another settlement agreement, which approved certain modifications to the TSM and also modified the terms of the development agreement. The original TSM expired in 2015, but the development agreement was never rescinded and remains in effect.

On October 4, 2018, the Board of County Commissioners (BoCC) approved a new TSM (Land Division Application DA 18-002) with conditions consistent with the terms of the development agreement. Per Douglas County Code (DCC) 20.708.050, the applicant was required to complete all required improvements and submit a final map for approval, or file for an extension, within four years of TSM approval.

In 2021, the applicant obtained a Site Improvement Permit (SIP) (DE21-0085), which allowed him to complete most of the improvements required by the TSM's conditions of approval. However, certain minor improvement remained unfinished.

In 2022, the TSM expired. The Site Improvement Permit (SIP) expired in 2023. There is no provision in DCC that allows for the revival of an expired TSM or SIP. Accordingly, the applicant was required to re-apply for a TSM and, in order to complete the required improvements for the subdivision, will need to apply for a new SIP.

If approved, the TSM should, consistent with the terms of the Development Agreement, be subject to those same conditions that were imposed on the 2018 TSM, with the added condition that the applicant will have to apply for a new SIP to complete the remaining improvements.

On July 9, 2024, the Planning Commission voted 6-1 to recommend approval to the Board of County Commissioners.

ATTACHMENTS:
Staff Report BoCC 8.1.24.pdf
Exhibit A. COA LDA18-002 for Resubmittal DP24-0040.pdf
Vicinity Map.pdf
Statement of Justification and Description REVISED 3_25_2024.pdf
Updated Stamped TSM May 2024.pdf
Will Serve Contract NV.pdf
Will Serve PW.pdf

Will Serve SW.pdf
PPT Presentation Applicant.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

Date: August 1, 2024

To: Douglas County Board of County Commissioners

From: Kate Moroles-O'Neil, Principal Planner

Subject: DP24-0040 Tentative Subdivision Map application for Armil Properties, LLC

I. REQUEST

For possible action. Discussion on Land Division Application DP 24-0040, a request for a Tentative Subdivision Map to subdivide 28.55 acres into, (a) 25 single family residential lots, the smallest being .84 acres and the largest being 1.01 acres in size, and (b) public drainage & access parcels of 1.20 and .58-acres respectively. The subject parcel is located at 1440 Stephanie Way in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Johnson Lane Community Plan area. The applicant is Armil Properties, LLC. The applicant's representative is Michael Stanka, Stanka Consulting, LTD. APN: 1420-27-401-010

II. RECOMMENDATION

Recommend approval of Tentative Subdivision Map Application DP24-0040 as presented and subject to the original conditions of approval for LDA 18-002, attached herein as Exhibit A, and the added condition that the applicant is required to apply for a new Site Improvement Permit for completion of improvements prior to submittal of final map since DE21-0085 expired in October of 2023.

III. SUMMARY

Owner/Applicant: George Gabor, Armil Properties, LLC

Applicant Representative: Michael Stanka, Stanka Consulting, LTD

APN: 1420-27-401-010

Master Plan Designation: Single Family Estates

Zoning Designation:	SFR-1 (Single Family Residential- 1-acre minimum net parcel size)
Surrounding Zoning:	North - SFR-1 (Single Family Residential- 1-acre minimum net parcel size) South – SFR-1 (Single Family Residential- 1-acre minimum net parcel size) East – PF (Public Facilities) West– SFR-1 (Single Family Residential- 1-acre minimum net parcel size)
Floodzone:	X-shaded

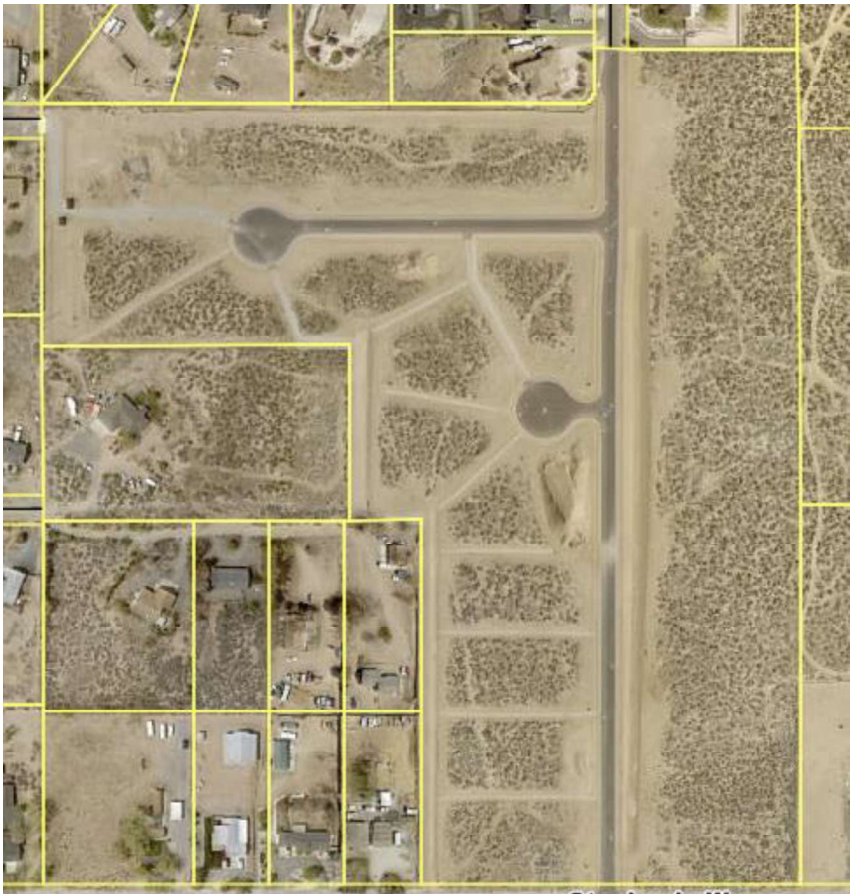
IV. BACKGROUND AND DISCUSSION

On July 9, 2024, the Planning Commission recommended approval (6-1) to the Board of County Commissioners of TSM application DP24-0040 as presented and subject to conditions included in staff report.

On October 4, 2018 the Board of County Commissioners approved Land Division Application DA 18-002, the same Tentative Subdivision Map (TSM) being proposed today. Per Title 20 20.708.050, the applicant is required to submit a final map within four years of TSM approval. The applicant did not meet that deadline and the TSM expired in October 2022. The applicant is required to submit a new TSM application.

The applicant has generally completed the improvements required with the original approval of LDA 18-002. The image below shows the current state of the subject parcel.

Figure 1: Subject Parcel



In 2004, a residential subdivision (Parkhaven Estates) was approved at the same location (application LDA 04-075), however, litigation ensued between the applicant and the County when modifications to the subdivision were subsequently denied in 2006. Resolution of the dispute, in the form of a "Settlement Agreement and Mutual Release," was reached between the applicant and County in 2007 (Doc# 0701883 – attached herein). Some of the terms of the Agreement include:

- Sewer service may be provided by a combination of individual grinder pumps and gravity sewer.
- An exclusive easement is offered for dedication to the County to include retention and flood control improvements. (Note: Lots A & B are being offered, however, the County is presently denying the offer – See Condition 10.e)
- Mac Drive will be improved with 2-3 additional culverts designed to mitigate flows to the north.
- A Conditional Letter of Map Revision (CLOMR) was initiated by the County which allowed for re-distribution of fill (on-site), thereby expanding the buildable area of the development.

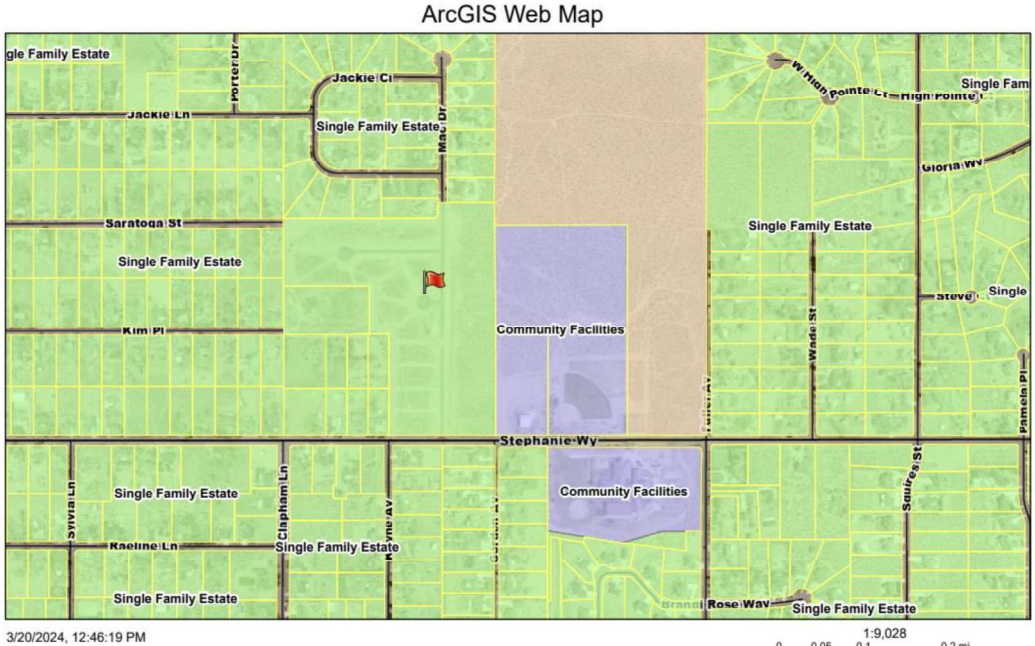
The applicant was required to devote 1.78-acres of the parcel solely for the purpose of two storm drainage & access lots recognized as "LOT A" [1.20 ac.] and "LOT B" [0.58 ac] as noted on the TSM and these parcels are again included with this TSM application.

V. EVALUATION AND FINDINGS

Master Plan Designation

The current Master Plan Future Land Use of the property (Single Family Estates) is shown below:

Figure 2:

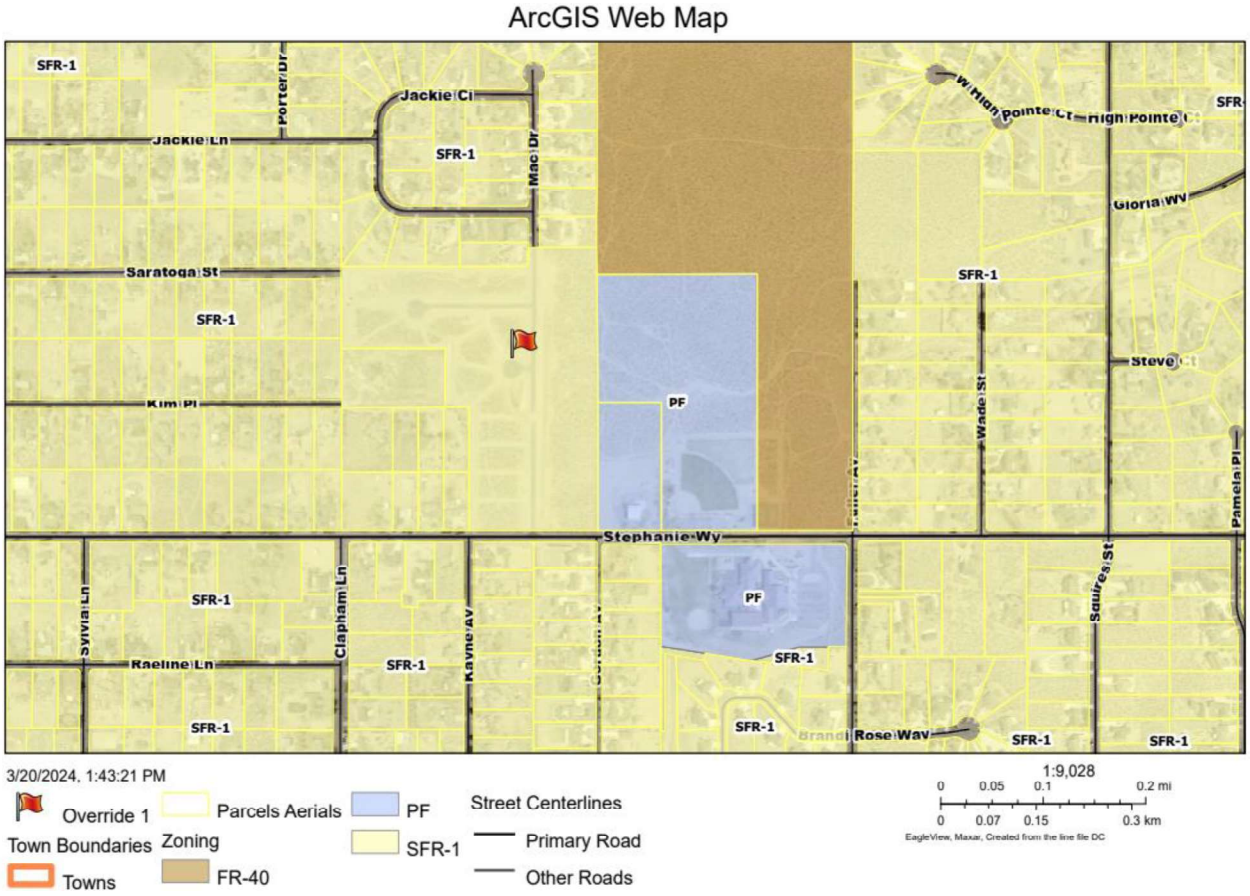


The Master Plan Future Land Use designation of "Single Family Estates" is defined in the Douglas County Master Plan as:

> *Single-Family Estates is one of the two residential land use designations used in rural areas and, to a small extent, in the periphery of urban areas. The residential density for these areas is one to two acres per dwelling unit with the majority of homes on one and two acre lots. Most of the Johnson Lane and Ruhenstroth communities are typical of this residential land use. Rural services are planned for these areas and the County's policies support a continuing rural character. Many Single-Family Estates areas may be required to be provided with centralized water and/or sewer facilities because of groundwater quality concerns or proximity to sewer systems or other health and safety factors.*

Zoning
The current zoning of the property (SFR-1) is shown below:

Figure 3:



The current zoning of SFR-1 is defined in Douglas County Code as :

"SFR-1" (Single-family residential - one-acre minimum net parcel size). This district is intended for the development of single-family detached units in suburban and rural settings with a minimum lot size of one net acre, and a maximum density of one unit per gross acre. Unless otherwise specified in this development code, no more than one home per parcel is permitted in this land use district.

SFR Development Standards

No open space or parks are proposed within the development and DCC does not require any open space as the development is not within a Planned Development Overlay or subject to Multi-Family open space and amenity standards.

Access and Traffic

The project will be accessed from Stephanie Way via Mac Drive, a local street. Mac Drive will have a stop control at the intersection with Stephanie Way and connect through to the existing portion of Mac Drive at the north end of the parcel. Two other local streets will access off of Mac Drive and end in cul-de-sacs. Local streets will be improved to the County's local rural road standard at a minimum. Portions of the right of way for Mac Drive is proposed wider than the 60-Foot standard width in order to accommodate proposed stormwater ponds. These ponds will not be maintained by the County and therefore the right of way should be reduced to the County minimum.

A Trip Generation Report was performed which determined an Average Daily Trip of 239 and a Peak Hour Trip of 16, both of which are below the County's thresholds for a full Traffic Impact Analysis. Accordingly, no off-site traffic improvements are required.

A Notice of Completion was never issued under the Site Improvement Permit DE 21-0085 and therefore that permit has expired. A new permit will need to be obtained in accordance with Title 20.830.070.D.

Utilities

The project will be served by public utilities and has received required will serve letters from the applicable agencies listed below. Utilities have already been constructed to serve each of the parcels proposed; however, the only portion of the work accepted by the County to date is the portion of sanitary sewer on Saratoga Street.

- Water: Douglas County Public Works
- Sewer: Douglas County Public Works
- Power: NV Energy
- Gas: Southwest Gas
- Low voltage: Frontier

Water rights are required at the rate of 1.12 Ac-Ft per newly created parcel for a total of 28.0 Ac-Ft; 22.40 Ac-Ft of these water rights under Permit 82312 have been previously dedicated to the County. Applicant shall pay a fee-in-lieu of dedication for the remaining 5.60 Ac-Ft to satisfy the water right requirement.

No additional off-site utility improvements are required for the project.

Drainage

The development proposes to mitigate the increase in run-off and degradation of water quality by constructing several on-site stormwater retention basins. This design stemmed from a settlement agreement with the applicant.

The subject parcel is within the Shaded-X flood zone. Construction within the 500-year flood zone is subject to DCC Chapter 20.50 at the time of construction. Future construction shall also abide by requirements for construction within a 500-year flood zone.

Phasing

The project is proposed to be constructed in a single phase. The conditions of approval will require recording of the final map within 4 years of the tentative map approval.

VI. REQUIRED FINDINGS

Tentative Subdivision Map Findings (20.708.030)

The requests have been submitted pursuant to Douglas County Code (DCC) 20.708 *Subdivision Application Procedure and Approval Process.* Staff has evaluated the proposed project and made findings in the affirmative for a Tentative Subdivision.

1. *The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this code.*

   Applicant Response: The proposed development conforms to the requirements of Part II of the development code.

   Staff Response: This finding can be met. Although certain lots within the subdivision are proposed to be slightly less than 1 acre is size, the board previously determined that an exception for lot size was justified pursuant to DCC 20.690.030(Y)(3) and the terms of the parties' Development Agreement and subsequent Settlement Agreement. No changes have been made to the map, to code section 20.690.030(Y)(3), or to the Development Agreement or Settlement Agreement since that time. Accordingly, staff believe this finding is met.

2. *If planned development is proposed, the tentative subdivision map conforms to the density requirements, lot dimension standards and other regulations applicable to planned developments;*

   Applicant Response: A planned development is not proposed with this Tentative Subdivision Map application.

   Staff Response: This finding is not applicable as a PD is not proposed with this TSM application.

3. *The tentative subdivision map conforms to public facilities and improvement standards contained in the development code;*

Applicant Response: All adequate public facilities are provided with this development application.

Staff Response: Applicant has generally constructed necessary improvements per LDA18-002 and Site Improvement Permit (SIP) DE21-0085. The applicant is required to apply for a new SIP for completion of improvements prior to submittal of final map since DE21-0085 expired in October of 2023.

4. *The tentative subdivision map conforms to the Improvement and Design Standards contained in the development code and adopted Design Criteria and Improvement Standards (DCDCIS).*

Applicant Response: All public improvements conform to the improvement and design standards contained in the development code and adopted design criteria and improvement standards.

Staff Response: Applicant has generally constructed necessary improvements under per LDA18-002 and Site Improvement Permit (SIP) DE21-0085. The applicant is required to apply for a new SIP for completion of improvements prior to submittal of final map.

5. *If applicable, that a phasing plan has been submitted and is deemed acceptable;*

Applicant Response: The project will be developed in a single phase.

Staff Response: This finding is not applicable as the applicant proposes the project to be developed in a single phase.

6. *The approval contains terms that plan for the possibility of abandonment or termination of the project;*

Applicant Response: The project phasing has been developed so that any phase of the project can stand alone and independent of subsequent phases in case of abandonment or termination of the project.

Staff Response: Staff confirms this finding has been met. This project is being completed in one phase

7. *There are no delinquent taxes or assessments on the land to be subdivided, as certified by the county treasurer;*

Applicant Response: All taxes are paid current as demonstrated by the receipt from the County Treasurer's office.

Staff Response: The applicant has submitted with this current application that there are no delinquent taxes or assessments on the land to be subdivided.

8. *The project is not located within an identified archeological or 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.*

   Applicant Response: The project is not located in an identified cultural study area.

   Staff Response: Staff is not aware of any identified archeological or cultural study area within this parcel as recognized by the county.

VII. CONCLUSION

Staff recommends the Planning Commission recommend approval to the Board of County Commissioners for Tentative Subdivision Map Application DP24-0040 as presented and subject to the original conditions of approval for LDA 18-002, attached herein as Exhibit A, and the added condition that the applicant is required to apply for a new SIP for completion of improvements prior to submittal of final map since DE21-0085 expired in October of 2023.

Exhibit A

COMMUNITY DEVELOPMENT
P.O. Box 218, 1594 Esmeralda Avenue
Minden, Nevada 89423

Building Division
Engineering Division
Planning Division
Code Enforcement

PHONE: 775-782-6217
FAX: 775-782-6297
website: www.douglascountynv.gov

FILED
NO.
2018 OCT -9 PM 3:29
DOUGLAS COUNTY
CLERK
BY DEPUTY

October 9, 2018

Robert O. Anderson, P.E., W.R.S., CFM
C/o R.O. Anderson Engineering, Inc.
1603 Esmeralda Ave
Minden, NV 89423

RE: Land Division Application (LDA) 18-002 - A Tentative Subdivision Map to create two (2) Public Drainage & Access parcels of 1.20 and .58 acres and twenty-five (25) residential lots from .84 acres to 1.01 acres in size, for Armil Properties, LLC (APN 1420-27-401-010)

Dear Mr. Anderson:

On October 4, 2018, the Douglas County Board of County Commissioners approved your request for a Tentative Subdivision Map proposing to create two (2) Public Drainage & Access parcels of 1.20 and .58-acres, and twenty-five (25) residential lots from .84 acres to 1.01 acres in size in size using the provisions of Douglas County Code (DCC) Section 20.708.020, *Tentative subdivision map procedures.* The project site is a 28.55-acre parcel located at 1440 Stephanie Way, Minden, in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Johnson Lane Community Plan area. (APN 1420-27-401-010) The applicant is Armil Properties, LLC. Land Division Application (LDA) 18-002.

This approval is subject to the following **Conditions of Approval**:

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO FINAL MAP SUBMITTAL:

Engineering Division Condition(s)

1. The applicant must submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
   a. The applicant must submit civil improvement plans in conformance with Division 2 *Improvement Plans*.
   b. A site improvement permit will not be issued until plans have been approved for all non-county utilities necessary to serve the development.

c. The applicant shall dedicate fifty feet (50') of public right-of-way to Douglas County for both Mac Drive and Parkhaven Court, this right-of-way reduction from 60' to 50' is in consideration of the Settlement Agreement (Document #0701883).
d. The road sections for Mac Drive and Parkhaven Court shall be as follows:
    i. The roads shall meet the rural Local Road section Douglas County Standard Detail A02 and include a twenty-four foot (24') wide pavement section, four foot (4') shoulders, and road side ditches as shown on the Tentative Grading & Drainage Plan sealed 8-7-18.
e. The cul-de-sac bulbs in the development shall be constructed to meet the requirements of DCDCIS Division 3.9.12, AASHTO, and Title 20 County Code.
f. The applicant shall provide a street light at the intersection of Mac Drive and Stephanie Way in accordance with Division 10 Street Lighting.
g. The applicant must submit a final technical drainage report and plans meeting the requirements of Division 6 *Storm Drainage* and Appendix D *Storm Drainage Details*.
h. The plans must show all necessary drainage easements and identify them as public or private.
i. The applicant must submit a final soils (geotechnical) report and plans meeting the requirements of Division 8 Geotechnical *Engineering Report*.

2. The development will be served by a public water system, and the following conditions apply:
    a. The applicant must meet the requirements of the "Water Will Serve" letter or other letter of intent to serve.
    b. The applicant is responsible for constructing, and conveying to the county, all domestic water facilities needed to provide service to the project in order to maintain the County's ability to meet water demands, storage and fire flow requirements.
    c. Thirty days prior to submittal of a site improvement permit, the developer must submit the following items, which must be prepared by an Engineer, to the Douglas County Community Development Engineering Division:
        1. Completed Preliminary Engineering Report (PER) Review Application with $2,500.00 deposit;
            a. The PER shall meet requirements of Division 4.2 Preliminary Engineering Report in the DCDCIS;
        2. Electronic detailed, preliminary construction documents showing proposed new facilities, extensions and modifications to existing water facilities, in both PDF and AutoCAD (or comparable design software);
        3. Completed Nevada Division of Environmental Protection Bureau of Safe Drinking Water (NDEP) Application for Water Project.
    d. Any and all water facilities constructed in accordance with the foregoing requirements must meet the requirements of Division 4 *Water Systems* and Appendix B *Water System Details*.

3. The applicant must meet the water rights requirements in Douglas County Code, Section 20.100.040, by dedicating 1.12 acre-feet per parcel to Douglas County for a total of 28.00 acre-feet (calculated as: 25 parcels x 1.12 acre-feet of water rights per parcel). The applicant must submit a letter from the State Engineer stating that the required water rights have been assigned to Douglas County; along with evidence that the State Engineer has issued a new permit, which includes the required Change in Manner of Use, Place of Use and/or Point of Diversion to serve the development. For the review and processing of the water rights, the applicant must pay the County an administrative fee of five hundred dollars ($500.00), per Douglas County Resolution No. 2007R-038.

4. The development will be served by a public sewer system, and the following conditions apply:
    a. The applicant must meet the requirements of the "Sewer Will Serve" letter or other letter of intent to serve.
    b. The applicant is responsible for constructing, and conveying to the county, all sewer facilities needed to provide service to the project in order to maintain the County's ability to meet sewer demand, and remain within the County's capacity limits.
    c. Sewer lines must meet the requirements of Division 5 Sewer Systems and Appendix C Sewer System Details.
    d. For Douglas County sewer systems, the applicant must submit a sewer system model report pursuant to DCDCIS, Division 5, Section 5.1.2.

5. The applicant must provide a paved pullout for a new cluster mailbox location. If a new cluster mailbox location is not required, then the applicant must be responsible for providing documentation to that effect from the U.S. Postal Service. (See Condition 9)

6. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.

7. The applicant must provide documentation that all required improvements, including utilities are installed, constructed or secured.

Planning Division Condition(s)

8. The applicant must provide evidence that the GIS Department has approved all new street names. Any easement or road (public or private) providing access to two or more parcels must be named and street signs erected per Douglas County Code, Chapter 20.900 *Numbering Structures and Naming Streets*.

THE FOLLOWING CONDITIONS MUST BE MET WITH THE SUBMITTAL OF A FINAL MAP:

Engineering Division Condition(s)

9. The Final Map must show the following:
    a. An easement for any new cluster mailbox location. (See Condition 5)
    b. Identify and delineate special flood hazard areas and earthquake faults.
    c. For earthquake faults, the building setback must be a 50-foot minimum or wider based on the geotechnical engineer's recommendation.
    d. Drainage easements necessary to mitigate onsite, offsite, and cross-lot drainage impacts. All drainage easements not accepting flow from a public right-of-way must be shown as private.
    e. A minimum forty foot (40') private drainage easement along the east side of Mac Drive to be maintained by a homeowner's association or similar private entity.
    f. Lots A and B shall be deeded to a homeowner's association or other similar entity for public storm drainage and access. Douglas County shall review the Conditions, Covenants, and Restrictions (CC&Rs) prior to recording of the final map. At this time Douglas County rejects any offer of dedication of drainage facilities or other drainage easements. If at a

future date a storm water utility district or other funding mechanism is established Douglas County may consider accepting the parcels and public stormwater facilities for maintenance.

g. A minimum twenty foot (20') public drainage easement between Lots 17 and 18 to convey off-site flows from Douglas County property immediately to the east, (APN 1420-27-401-012).

10. The Final Map must provide notes that read as follows:
    a. A seven and one-half (7.5) foot wide public utility easement along all road frontages is hereby granted.
    b. The Community Development Certificate must state, "In addition all offers of dedication for public rights-of-way were rejected with the reservation to accept said offers at a later date. The County accepts the offer for dedication for the public utility easement(s)."
    c. A small portion of the subject property lies within the "AO-01" flood zone, per community FIRM Panel No.32005C090H, effective date 2016.
    d. All construction and development within the special flood hazard area must comply with Douglas County Code, Chapter 20.50 *Floodplain Management.*
    e. Maintenance of all drainage facilities and easements must be the responsibility of a homeowner's association or similar private entity. Douglas County rejects any offer of dedication of drainage facilities or drainage easements with the reservation to accept at a later date.
    f. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency.
    g. No rock shall be placed within the public right of way maintained by Douglas County.
    h. For drainage that does not cross property lines and does not convey public water the applicant shall submit a copy of a recorded deed restriction stating the following. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or may perform the necessary maintenance to insure public safety needs are met. The County will have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 *Abatement by County.*

Planning Division Condition(s)

11. The applicant must submit documentation that all property taxes and any agricultural liens of the property have been paid in full for the current fiscal year.

12. The applicant must comply with the Final Map requirements as prescribed by NRS 278 and Douglas County Code, Section 20.708 *Subdivision Maps*.

13. The applicant must submit an affidavit stating that the person proposing to divide the land, or any successor in interest, will make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923.

THE FOLLOWING CONDITION IS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:

Planning Division Condition

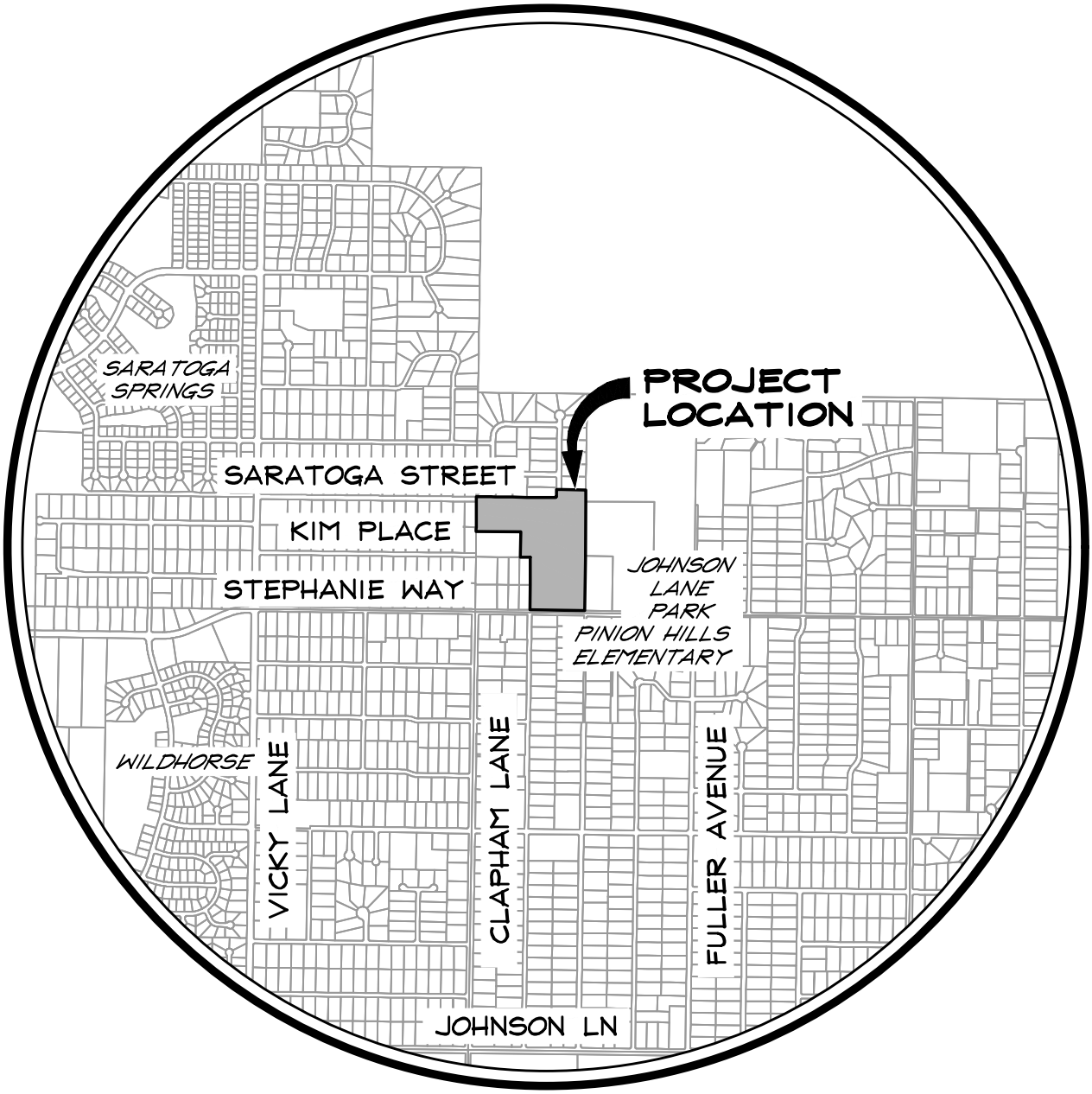
14. The applicant shall present to the director a final subdivision map, within four years after the date of tentative map approval. If the applicant elects to present a successive map in a series of final maps, the applicant shall present, on or before the second anniversary of the date on which the applicant presented to community development the first in the series of final maps. Extensions of time may be granted in accordance with Douglas County Code, Section 20.708.050.

If you have any questions, please contact me at (775) 782-6212.

Sincerely,

Steve Mason, Associate Planner
Douglas County Community Development

Cc:
George Gabor (owner)
Erik Nilssen, County Engineer
Linda Doherty, Planning Technician
Douglas County Clerk
File LDA 18-002



R|O|Anderson
WWW.ROANDERSON.COM

MINDEN
1603 Esmeralda Ave
P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7084

RENO
140 W. Huffaker Lane
Suite 507
Reno, NV 89511
p 775.782.2322
f 775.782.7084

VICINITY MAP
PARKHAVEN ESTATES
ARMIL PROPERTIES, LLC

1138-007 03/01/18

Y:\Client Files\1138\1138-007\CAD\Planning\Exhibits\1138-007 VICINITY MAP.dwg 2/28/2018 11:55:15 AM Marie A. Hulse

Stanka Consulting, LTD
A Professional Engineering Company

Physical Address
502 East John Street, STE B
Carson City, Nevada 89706

Mailing Address
3987 Missouri Flats Rd, STE 340 Box 454
Placerville, CA 95667

Phone
(775) 885-9283

Email
michael@stankaconsulting.com

Douglas County

March 25, 2024

Douglas County Community Development
1594 Esmeralda Avenue
Minden, Nevada 89423

Subject: Armil-Parkhaven DP 24-0049 TSM – Update to Project Description R-1

Please consider this letter our updated statement of justification and project description on behalf of the applicant, Armil Properties, LLC, for the submittal of a tentative subdivision map, "Park haven Estates." Please note that a tentative subdivision map had been approved previously and that all improvements are 100% complete on this project.

Project Description (unchanged)

The parcel to be subdivided consists of 28.55 acres and will be subdivided to create 25 single-family residential lots, the smallest being .84 net acre {36,722 square feet) in area. The parcel is located on the north side of Stephanie Way, just east of the intersection of Kayne Avenue, within the Johnson Lane Community Plan. Per the Assessor's database the parcel, APN: 1420-27-401-010 is owned by ARMIL PROPERTIES, LLC. The parcel is zoned SFR-1 (Single-family Residential-1 acre parcel size) with a Master Plan designation of Single-Family Estate. The floodplain designation is Zone X (0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) and AO D1 as per the FEMA FIRM 32005C0090H dated June 15, 2016. The proposed development will connect to community water and sewer facilities through the East Valley Utility-Douglas County.

Key Issues:

Master Plan & Zoning Consistence: The request is consistent with the existing master plan and zoning designations on the site. Based on the parcel acreage of

28.55 acres, the site has a gross density of 28 units, but is being proposed at 25 units as permitted under Douglas County Code 20.690.030 Y. 3.4 (dated 1/19/2023).

Neighborhood Compatibility: The proposal is consistent and compatible with the adjacent one-acre parcels and within the surrounding community of Johnson Lane.

Phasing: The development will be constructed in a single phase.

Roads/Traffic: The proposed development will connect to a road that stubs from the north side of Stephanie way, connecting to the existing Mac Drive. The traffic generated for the site is less than the 500 ADT and 80 Peak hour trips which is the threshold for requiring a more detailed traffic impact analysis.

Maintenance of Facilities: Street maintenance will be the responsibility of Douglas County; drainage facilities will be maintained by a homeowner's association or other similar entity.

The following is our current analysis of the required findings for a Tentative Subdivision Map per Douglas County Code Section 20.708.030 A. (dated 1/19/2023):

1. The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this code;

   Comment: The proposed development conforms to the requirements of Part II of the development code.

2. If planned development is proposed, the tentative subdivision map conforms to the density requirements, lot dimension standards and other regulations applicable to planned developments;

   Comment: A planned development is not proposed with this Tentative Subdivision Map application.

3. The tentative subdivision map conforms to public facilities and improvement standards contained in the development code;

   Comment: All adequate public facilities are provided with this development application.

4. The tentative subdivision map conforms to the improvement and design standards contained in the development code and adopted design criteria and improvement standards;

Comment: All public improvements conform to the improvement and design standards contained in the development code and adopted design criteria and improvement standards.

5. If applicable, that a phasing plan has been submitted and is deemed acceptable;

   Comment: The project will be developed in a single phases.

6. The approval contains terms that plan for the possibility of abandonment or termination of the project;

   Comment: The project phasing has been developed so that any phase of the project can stand alone and independent of subsequent phases in case of abandonment or termination of the project.

7. There are no delinquent taxes or assessments on the land to be subdivided, as certified by the county treasurer;

   Comment: All taxes are paid current as demonstrated by the receipt from the County Treasurer's office.

8. The project is not located within an identified archeological or 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. (Ord. 801, 1998; Ord. 763, 1996; Ord. 390, 1981)

   Comment: The project is not located in an identified cultural study area.

This project is ready to submit the Final Map in preparation for sale of the parcels and commencement of the construction of houses (with a substantial additional tax base to the community). The current tentative map has expired, and Douglas County is requiring a new tentative subdivision map submittal. Please note that all improvements are 100% complete on this project. The project has completed the following:

- Tentative Map Approval
- Design completed, submitted, and approved by Douglas County
- Improvement completed to include the following:
  - Storm water drainage systems and basins.
  - All roads (paved) within subdivision and access to County Roads.
  - Potable water system within subdivision and connections to County System.

- Sewer laterals within subdivision and sewer main connection to County System.
- Electrical to each lot.
- Communication to each lot.
- Gas service to each lot
- All fencing and service access roads are in place

- The Site improvement Permit had previously been approved for this project.

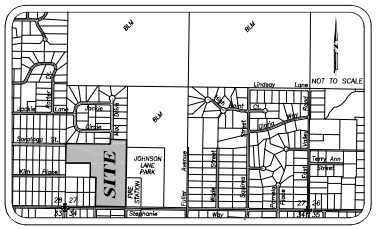
Thank You for your consideration regarding this project. If you would like any additional information or have any questions, please call (775) 885-9283.

Michael Stanka, P.E., W.R.S.

Mark Johnson

Digitally signed by Mark Johnson
DN: cn=Mark Johnson, o=Stanka Consulting LTD, ou=Engineering, email=markj@stankaconsulting.com, c=US
Date: 2024.02.28 15:32:54 -07'00'

Stanka Consulting, LTD



VICINITY MAP

UTILITY PROVIDERS

ELECTRICITY:	NV ENERGY 875 E. LONG STREET CARSON CITY, NV 89706 (775) 834-2961	GAS:	SOUTHWEST GAS 400 EAGLE STATION LANE CARSON CITY, NV 89702 (775) 887-2720
TELEPHONE:	FRONTIER COMMUNICATIONS 1520 CHURCH STREET GARDNERVILLE, NV 89410 (775) 782-0966	WATER:	DOUGLAS CO. PUBLIC WORKS 1120 AIRPORT RD., BLDG. F-2 MINDEN, NV 89423 (775) 783-6480
CABLE TV:	CHARTER COMMUNICATIONS 1338 CENTERVILLE LANE GARDNERVILLE, NV 89410 (775) 364-0003	SEWER:	DOUGLAS CO. PUBLIC WORKS 1120 AIRPORT RD., BLDG. F-2 MINDEN, NV 89423 (775) 783-6480

LEGEND

- ● FOUND 5/8" REBAR & CAP "PLS 6899"
- ◑ FOUND 5/8" REBAR & CAP "PLS 3209"
- ♦ FOUND POINT AS NOTED
- ◎ CENTERLINE WELL MONUMENT "PLS 11827"
- ○ SET 5/8" REBAR & CAP "PLS 11827"
- △ GPS CONTROL POINT/BENCHMARK
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- ESMT. EASEMENT
- (M) MEASURED
- P.U.E. PUBLIC UTILITY EASEMENT
- SQ.FT. SQUARE FEET
- SUBJECT BOUNDARY LINE
- LOT LINES
- STREET CENTERLINES
- ADJACENT PARCEL LINE
- EASEMENT LINE

PROJECT SUMMARY

BEING A DIVISION OF ADJUSTED PARCEL "B" AS DEPICTED ON RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR WEST RIDGE HOMES, INC., ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER FEBRUARY 2, 2024, DOCUMENT No. 2024-1004481, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

THIS TENTATIVE SUBDIVISION MAP REFERENCES FIRST CENTENNIAL TITLE COMPANY OF NEVADA TITLE REPORT DATED FEBRUARY 15, 2024, ORDER No. P-24039901-SA-1.

OWNER/APPLICANT:	ARMIL PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COMPANY GEORGE GABOR, MANAGING MEMBER 2791 ESAW STREET MINDEN, NV 89423
SITE ADDRESS:	1476 STEPANIE WAY, MINDEN, NV 89423
ASSESSOR'S PARCEL No.:	1420-27-401-010
REGIONAL/COMMUNITY PLAN:	JOHNSON LANE COMMUNITY PLAN
CURRENT ZONING:	SINGLE FAMILY RESIDENCE, 1 ACRE
PROPOSED ZONING:	SINGLE FAMILY RESIDENCE, 0.84 TO 1.01 ACRES
CURRENT MASTER PLAN:	SINGLE FAMILY ESTATE
PROPOSED MASTER PLAN:	SINGLE FAMILY ESTATE
CURRENT LAND USE:	SINGLE FAMILY RESIDENCE/VACANT
PROPOSED LAND USE:	SINGLE FAMILY RESIDENCE
TOTAL PARCEL ACREAGE:	28.55 ACRES±
TOTAL PROPOSED PARCELS:	27
RESIDENTIAL PARCELS:	25
STORM DRAIN LOTS A & B:	1.78 ACRES±
TOTAL ROADWAY ACREAGE:	2.89 ACRES±
BUILDING SETBACKS:	FRONT YARD LOTS 1 THRU 15 = 30 FEET FRONT YARD LOTS 16 THRU 25 = 50 FEET REAR YARD = 30 FEET SIDE YARD = 20 FEET STREET SIDE = 30 FEET
MAXIMUM STRUCTURE HEIGHT:	35 FEET
MIN. DIST. BETWEEN BLDG.'S:	10 FEET
FLOOD ZONE:	SHADED "X" AND AO IN LOT 18, (DEPTH 1 FEET) PER FIRM MAP 32005C0090H, DATED 6/15/2016

GRAPHIC SCALE
80' 0 40' 80' 160'
(IN FEET)
1 inch = 80' ft.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°01'46"	660.00'	57.93'
C2	5°11'09"	660.00'	59.74'
C3	22°19'55"	200.00'	77.95'
C4	18°35'41"	63.00'	20.45'
C5	90°00'00"	12.00'	18.85'
C6	55°22'35"	25.00'	24.16'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°09'50"W	1.92'
L2	N61°51'37"W	70.19'
L3	N61°51'37"W	47.41'

NOTES

1. THIS MAP IS A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, BEING FURTHER DESCRIBED AS PARCEL 3A DEPICTED ON THAT RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR THE THEODORE GAINES TRUST, RECORDED FEBRUARY 24, 1998, AS DOCUMENT No. 433233, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.
2. A 7.50 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG ALL ROAD FRONTAGES SHALL BE GRANTED WITH THE RECORDING OF A FINAL SUBDIVISION MAP.
3. THE MAINTENANCE OF ANY AND ALL DRAINAGE FACILITIES AND EASEMENTS MUST BE THE RESPONSIBILITY OF A HOMEOWNER'S ASSOCIATION OR SIMILAR PRIVATE ENTITY. DOUGLAS COUNTY REJECTS ANY OFFER OF DEDICATION FOR DRAINAGE FACILITIES OR DRAINAGE EASEMENTS WITH THE RESERVATION TO ACCEPT AT A LATER DATE.
4. OBSTRUCTING THE FLOW OR ALTERING THE COURSE OF A DRAINAGE CHANNEL IS PROHIBITED, UNLESS PERMITTED BY AUTHORIZING AGENCY.
5. NO ROCK SHALL BE PLACED WITHIN THE PUBLIC RIGHT-OF-WAY MAINTAINED BY DOUGLAS COUNTY.
6. A PORTION OF THE PROPERTY, AS SHOWN HEREON, LIES WITHIN THE "AO (DEPTH 1 FEET)" FLOOD ZONE, THE REMAINDER OF THE PROPERTY LIES WITHIN THE "SHADED X" FLOOD ZONE, PER COMMUNITY FIRM PANEL No. 32005C0090H, HAVING AN EFFECTIVE DATE OF 6/15/2016.
7. THE EARTHQUAKE FAULT LOCATION SHOWN HEREON WAS PROVIDED FROM A FAULT HAZARD AND GEOTECHNICAL INVESTIGATION REPORT PREPARED BY BLACK EAGLE CONSULTING, DATED FEBRUARY 11, 2021.

BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83/94 (HARN), PER OBSERVED MONUMENTS SHOWN HEREON, USING VRS RTK CORRECTIONS TRANSMITTED FROM NEVADA GPS NETWORK BASE STATION "DOT1" OR "CARD". COORDINATES AND SURVEY DIMENSIONS SHOWN HEREON ARE GROUND VALUES. TO OBTAIN GRID VALUES MULTIPLY THE GROUND VALUES BY A COMBINED SCALE FACTOR OF 0.999800040.

BASIS OF ELEVATIONS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED UPON PROJECT CONTROL DATA PUBLISHED ON IMPROVEMENT PLANS FOR PARKHAVEN ESTATES PREPARED BY R.O. ANDERSON DATED 4/25/2019.

POINT No.	NORTHING	EASTING	ELEVATION
CP No. 3003	14692066.17	2299561.98	4755.76
CP No. 3007	14691953.64	2298520.85	4734.57
CP No. 3010	14690610.07	2299197.41	4746.24

THE TOPOGRAPHIC INFORMATION SHOWN HEREON WAS COMPILED FROM AERIAL DRONE PHOTOGRAMMETRIC MAPPING METHODS AND RTK-GPS ON-THE-GROUND FIELD LOCATIONS OBSERVED MAY 28 & 29 AND JUNE 4, 2024.

SURVEYOR'S CERTIFICATE

I, EDWARD A. FULLER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF ARMIL PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COMPANY.
2. THE LANDS REPRESENTED ON THIS PLAT LIE WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON JUNE 4, 2024.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.
5. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 THROUGH NRS 278.630, INCLUSIVE, AND NO ADDITIONAL PARCELS HAVE BEEN CREATED.

Edward A. Fuller
Digitally signed by Edward A. Fuller
Date: 2024.06.05 14:04:14 -07'00'

EDWARD A. FULLER
NEVADA PLS 11827

EDWARD A. FULLER
STATE OF NEVADA
No. 11827
EXP. 6/30/25

6/5/2024

No.	REVISIONS	DATE	BY

DATE: JUNE 2024
SCALE: 1"=80'
DRAWN BY: EAF
CHECKED BY: EAF

FULLER CONSULTING, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Land and Boundary Surveys
2561 Kentucky Lane, Minden NV 89423
(775) 450-5600 - EFULLER@ATT.NET

TENTATIVE SUBDIVISION MAP
PARKHAVEN ESTATES SUBDIVISION
ARMIL PROPERTIES, LLC
DOUGLAS COUNTY NEVADA
JOHNSON LANE COMMUNITY

SHEET 1 OF 1
TENTATIVE SUBDIVISION MAP
PARKHAVEN ESTATES

07/01/2019

GEORGE GABOR
ARMIL PROPERTIES, LLC
2791 ESAW STREET
MINDEN, NV 89423

Dear Applicant:

RE: Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") PID 3004256658; E-PARKHAVEN ESTATES SUBDIVISION-25 UNITS SUB-E-ARMIL PROPERTIES, LLC; Design Initiation Agreement (Agreement No. 62312) ("DIA")

Enclosed is the Design Initiation Agreement (DIA) for the above-referenced project. Please accept this letter as NV Energy's formal request to sign, date, and return this agreement. Your signature acknowledges that you have requested a final and binding design for your project and are committed to the process of providing the necessary documentation and information to NV Energy to complete your project.

You must sign and return the original DIA and the initial payment to NV Energy at P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520 and NV Energy must receive these items, no later than 5:00 p.m. Pacific time on 09/29/2019 or NV Energy may cancel PID 3004256658.

Please remember that your project will not enter the design schedule queue unless you have provided all required materials and information. In addition, successfully resolving any conflict and following NV Energy's process will facilitate the timely completion of your project.

We look forward to working with you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jesse Duarte
Assoc Utility Design Admin and NV Energy's Project Coordinator for PID 3004256658
Telephone: (000)000-0000
Facsimile:
E-mail: JDuarte@nvenergy.com

Encl.: One (1) original DIA for signature

Memorandum of Advance/Credit - DIA

Date Issued: 07/01/2019

Project Number: 3004256658 **Project Title:** E-PARKHAVEN ESTATES SUBDIVISION-25 UNITS SUB-E-ARMIL PROPERTIES, LLC

Applicant Name: ARMIL PROPERTIES, LLC

Applicant Address: 2791 ESAW STREET, MINDEN, NV 89423 **Memorandum Number:** 61319

Applicant Phone: 775-267-1988

Applicant Fax: _____

Applicant Email: GEOGABOR@CHARTER.NET

Project Coordinator: Jesse Duarte **Phone Number:** (000)000-0000

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	0.00	2,000.00	0.00	2,000.00
Non-Refundable	0.00	0.00	0.00	0.00
			Total Advance Due:	$2,000.00

If proceeding with the contract, please follow the remittance instructions:

1. Please sign contract.
2. Make checks payable to NV Energy.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:

NV Energy
P.O.Box 10100
Mail Code: R77CSE
Reno, NV 89520

5. Enclose any necessary project documentation required for your project along with your signed contract and payment.
6. This payment is related to the design phase of your project.
7. NV Energy must receive the signed DIA contract and payment before your project will be assigned to a project coordinator.

Contact your project coordinator at (775)834-2908 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above.
___Check if you require to receive documents through U.S. Mail

This memorandum is provided for informational purposes only.

DESIGN INITIATION AGREEMENT

Project ID: 3004256658
Project Title: E-PARKHAVEN ESTATES SUBDIVISION-25 UNITS SUB-E-ARMIL PROPERTIES, LLC
Agreement No.: 62312

This Design Initiation Agreement **("Agreement")** is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy **("Utility")** and ARMIL PROPERTIES, LLC, a(n) NV Domestic Limited-Liability Company **("Applicant") (**individually, a **"Party"** and collectively, the **"Parties").**

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. In accordance with Rule 9, Section A.2., Applicant has requested that Utility prepare a Design and perform other activities in connection with the Project.

C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility has agreed to prepare the Design and perform other activities in connection with the Project.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions

1.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Person; Service; and Standards.

1.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Affiliate; Alteration of Existing Facilities; Contingent Facilities; Estimated Total Costs; Project; Property Rights; Rule 9 Agreements; Total Costs.

1.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Civil Improvement Plans: Civil design drawings and technical specifications that are produced by Applicant for the Development.

(B) Design: The binding design prepared by Utility for the Project.

(C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design and might include new Service and/or the Alteration of Existing Facilities.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

(F) Initial Payment: The estimated Advance for the Total Costs associated with this Agreement.

(G) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in the "Notices" Section of this Agreement.

(H) Project ID or PID: The identification number Utility assigned to this Project.

(I) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(J) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(K) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

2. Design Costs; Invoicing; Accounting; Interest

2.1 Design Costs. Applicant is responsible for the Total Costs for Design preparation and for Utility to perform other activities in connection with this Agreement. When Applicant delivers the signed Agreement to Utility, Applicant must pay Utility an Initial Payment of **$2,000.00**. After Applicant pays the Initial Payment, provides all information required by Rule 9, Subsection A.2.c and completes a pre-Design meeting (if requested by Utility or Applicant), Utility will begin Design preparation. If Applicant and Utility sign a Rule 9 Agreement for construction of the Project, Utility will account for the amount Applicant paid in this Agreement in that future Rule 9 Agreement for construction of the Project.

2.2 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed by Applicant received three (3) days after the invoice date. Applicant must reference PID 3004256658 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Design and/or the Project.

2.3 Accounting. If this Agreement terminates under Section 5.1 and Applicant sends Utility a written request within ninety (90) days of the expiration of this Agreement to perform an accounting pursuant to Rule 9, Subsection A.32.d.3, Utility will perform that accounting and either send Applicant an invoice or return any overpayment to Applicant. If this Agreement terminates under Section 5.2, Utility will perform an accounting pursuant to Rule 9, Subsection A.32.d.3 and either send Applicant an invoice or return any overpayment to Applicant.

2.4 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

2.5 Multiple Applicants. [INTENTIONALLY OMITTED]

3. Utility Scope of Work; Access; Design Approval; Providing Information

3.1 Utility Scope of Work.

(A) Design Preparation. Based on information provided by Applicant and in accordance with Utility's Standards and its Tariff Schedules, Utility will prepare the Design, identifying all known Contingent Facilities. Until Applicant approves the Design by signing the Design Approval Agreement, Utility may amend the Design for any reason.

(B) Preparation of Estimated Total Costs. Utility will provide Applicant with the Estimated Total Costs to complete the Project.

(C) Preparation of Property Rights Documents. After Applicant signs the Design Approval Agreement, Utility will prepare the Property Rights documents needed for the Project.

In accordance with Rule 9, Subsection A.2.d.2, if changes must be made to the Design due to Utility errors or omissions, Utility will bear its costs to modify the Design unless Applicant changed the scope or nature of its Development or provided incorrect information. However, the Design is subject to change – at Applicant's cost – as a result of field conditions, Applicant's feedback, a failure to obtain all Property Rights for the Project, a change in Utility's Standards or other reasons.

3.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary, for the purposes of carrying out this Agreement.

3.3 Design Approval. Applicant must confirm that the Design does not conflict with its Development and that Applicant approves the Design by signing a writing acceptable to Utility **("Design Approval Agreement")** before Utility will prepare the Rule 9 Agreement for construction of the Project or release the Project for construction scheduling.

3.4 Obligation to Provide Information to Utility. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request and provide the most current and accurate information concerning Applicant's Development to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and, within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information.

4. Identifying Conflicts and Property Rights on Civil Improvement Plans; Resolution of Conflicts

4.1 Identification of Utility Facilities and Property Rights on Applicant's Civil Improvement Plans. Applicant must submit its Civil Improvement Plans to Utility's Project Coordinator. Those plans must identify all conflicts between (A) the Development and Utility's Electric System located within the Development, (B) the Development and Utility's Electric System located within or adjacent to offsite improvements required for the Development, (C) the Development and Utility's Electric System located adjacent to the Development, and (D) the Development and Utility's Property Rights within and adjacent to the Development.

4.2 Submitting Civil Improvement Plans to Utility's Property Services Department. In addition to submitting its Civil Improvement Plans to Utility's Project Coordinator, Applicant must also submit those plans, containing the information described in Section 4.1, to Utility's Property Services Department and follow Utility's conflict resolution process. Additional information regarding this process is on Utility's website at https://www.nvenergy.com/business/building-and-new-construction. Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded. If Utility does not waive or approve the conflict, Applicant must resolve the conflict to Utility's satisfaction.

4.3 Damage to Utility's Facilities or Interference with Utility's Property Rights Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(B) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation. Utility is not obligated to provide electric Service to the Development and may stop work on the Design and the Project until after Applicant meets its obligations under Section 4 to Utility's satisfaction.

5. Term; Termination; Surviving Obligations

5.1 Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates one (1) year from the Effective Date.

5.2 Termination of Project. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.

5.3 Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance does not release Applicant from any liability or obligation to Utility for:

(A) Paying the Total Costs associated with this Agreement incurred before excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's Electric System located within or adjacent to the Development, at Applicant's expense.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.

The provisions of Section 2.2, Section 2.3, Section 2.4, Section 6, Section 7.1, Section 7.4, Section 7.5, Section 7.18 and Section 7.19 continue to apply to this Section 5.3.

6. Notices

6.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

Utility:
NV Energy
Duarte, Jesse
Physical Address: 875 E. Long St, Carson City, NV 89706
Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520
Telephone No.: 775/834-2961
Email Address: JDuarte@nvenergy.com

Applicant:
ARMIL PROPERTIES, LLC
GEORGE GABOR
Physical Address: 2791 ESAW STREET, MINDEN, NV 89423
Mailing Address: 2791 ESAW STREET, MINDEN, NV 89423
Telephone No.: 775-267-1988
Email Address: GEOGABOR@CHARTER.NET

6.2 Additional Notice. For any notice given by Applicant to Utility under Section 2.3 and Section 5.2, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvenergy.com

6.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

7. Miscellaneous Provisions

7.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 7.9, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

7.3 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

7.4 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.5 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.6 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

7.7 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

7.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

7.9 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

7.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as Applicant's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

7.11 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

7.12 Headings; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

7.13 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.

7.14 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

7.15 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

7.16 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

7.17 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

7.18 Joint and Several Liability. [RESERVED]

7.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

UTILITY:

Sierra Pacific Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

ARMIL PROPERTIES, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

PUBLIC WORKS

Philip Ritger
DIRECTOR

775-783-6480
Fax: 775-782-6266
website: www.douglascountynv.gov

1120 Airport Rd, Bldg. F-2
Minden, NV 89423

PO Box 218
Minden, NV 89423

Water & Sewer Utility
Road Maintenance
Stormwater Management
Building & Fleet Services

March 6, 2024

Michael Stanka, PE
Stanka Consulting, LTD
502 East John Street, STE B
Carson City, NV 89706

Re: *INTENT TO SERVE* for APN 1420-27-401-010
Armil–Parkhaven Subdivision

Dear Mr. Stanka:

This letter constitutes an intent to supply water and sewer service, subject to terms, conditions and limitations set forth herein, to Armil-Parkhaven Subdivision, APN 1420-27-401-010 (hereinafter "Project") for twenty-five (25) single family residential (SFR) lots. This "Intent to Serve" letter (hereinafter "Letter") is only valid as to Armil Properties LLC (the "Applicant") for use only at the Project and is not transferable to any other entity or parcel without the express, written consent of the County.

Douglas County previously issued a will serve letter dated June 4, 2018 pertaining to the Armil Subdivision within the APN for the above-mentioned Project. That will serve letter expired and the County now issues this *INTENT TO SERVE* Letter, which shall revoke, replace and supersede (as opposed to augmenting) any previously issued intent-to-serve or will serve letters pertaining to the above-mentioned Project (or any parcel that contained or contains any land within the boundaries of the above-mentioned Project).

This Letter shall not be construed as a guarantee that the service will be provided. Instead, at all times prior to the issuance of a building permit, the County reserves the right to deny, limit or restrict the water supply to the applicant in order to ensure that growth within the County does not exceed the available water resources or wastewater treatment capability of the County. Further, this "Intent to Serve" letter and the terms contained herein will automatically expire if the Project final subdivision map is not issued within two (2) years from the date of this letter.

Water Service: Subject to the terms and conditions set forth herein, and to any requirements established during the development review process, the County will provide water service to the Project for twenty-five (25) SFR lots which will require a total of 28.00 acre-feet of water rights.[1,2] A portion of these water rights are available under Permit 82312 (22.40 acre-feet) which were previously dedicated to the County and is appurtenant to this Project. The remainder of the

[1] 1.12 acre-feet x 25 SFR = 28.00 acre-feet.
[2] Note that landscape or other common use water applications will require additional water rights and are not covered by this letter.

water rights are available under Permit 81135 (5.60 acre-feet). Prior to recordation of a final subdivision map, the Applicant shall pay a fee-in-lieu of dedication for the remaining 5.60 acre-feet of water rights under Permit 81135 needed for the Project.[3]

Sewer Service: Subject to the terms and conditions set forth herein, and to any requirements established during the development review process, the County will provide sewer capacity, up to a total of 6,250 gallons per day[4], to the Project if such capacity is available at the time building permits are issued.

The terms contained in this letter may automatically expire if the County becomes unable to provide the requested water or sewer service due to a valid Court Order or local, state, or federal regulation.

Please call me at (775) 782-6227 if you have any questions.

Sincerely,



Philip Ritger
Public Works Director

cc: Barbra Resnik, Community Development
Jeremy Hutchings, County Engineer
Rick Robillard, Deputy Director Public Works
Carey Rosser, Esq., Independent Contractor

File – Will Serves

[3] Prior to the issuance of a will-serve, Applicant will be directed to pay a fee in lieu of dedication for adequate water rights, currently estimated at 5.60 acre-feet. (Douglas County Code 20.100.040).
[4] 250 gallons per day x 25 SFRs = 6,250 gallons per day.

DOUGLAS COUNTY, NV
Rec:$40.00
$40.00 Pgs=3
SOUTHWEST GAS CORPORATION
KAREN ELLISON, RECORDER

2022-986244
06/13/2022 12:30 PM

APN # 1420-27-401-010

Recording Requested By/Return To:
Southwest Gas Corporation
P.O. Box 1190
Carson City, Nevada 89702-1190
Attn: TME3 24A-580
DOCUMENTARY TRANSFER TAX $
( ) Computed on full value of property conveyed.
( ) Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	TME3	Reviewed By	N/A
Sec.	27 T 14 N R 20 E	Meridian	Mount Diablo
County	Douglas	State	Nevada
WR No.	3857795	LRS No.	11114

I (We) ARMIL, PROPERTIES LLC

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

Form 335.00 (08/2015) 581 - Microsoft Word ***Link to Form Instructions***

 APN # 1420-27-401-010

W.R. No. **3857795** LRS No. **11114**

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

1 day of June 2022.

ARMIL, PROPERTIES LLC

Grantor [signature] Attorney Manager

Signature and Title

Grantor GEORGE GABOR

Print Name and Title

ACKNOWLEDGMENT

STATE OF Nevada)

)

COUNTY OF Douglas)

On 1st of June 2022, before me, Eli Mitchel Thomas [signature],

(here insert name of the officer)

a notary public, personally appeared GEORGE GABOR

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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [signature] (Seal)

ELI MITCHEL THOMAS
Notary Public - State of Nevada
Appointment Recorded in Carson City
No: 21-1738-03 - Expires November 9, 2025

Form 335.00 (08/2015) 581 - Microsoft Word

EXHIBIT "A"

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

APN 1420-27-401-010

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 14 NORTH RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN GRANT, BARGAIN AND SALE DEED RECORDED IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, IN BOOK 0104 AT PAGE 05756 AS DOCUMENT #0602368, ON JANUARY 20, 2004 AND SHOWN AS PARCEL 3A OF "RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR THE THEODORE GAINES TRUST" RECORDED IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, IN BOOK 298 AT PAGE 4266 AS DOCUMENT #433233, ON FEBRUARY 24, 1998.

Parkhaven Estates

Tentative Subdivision Map Approval Request – Douglas County

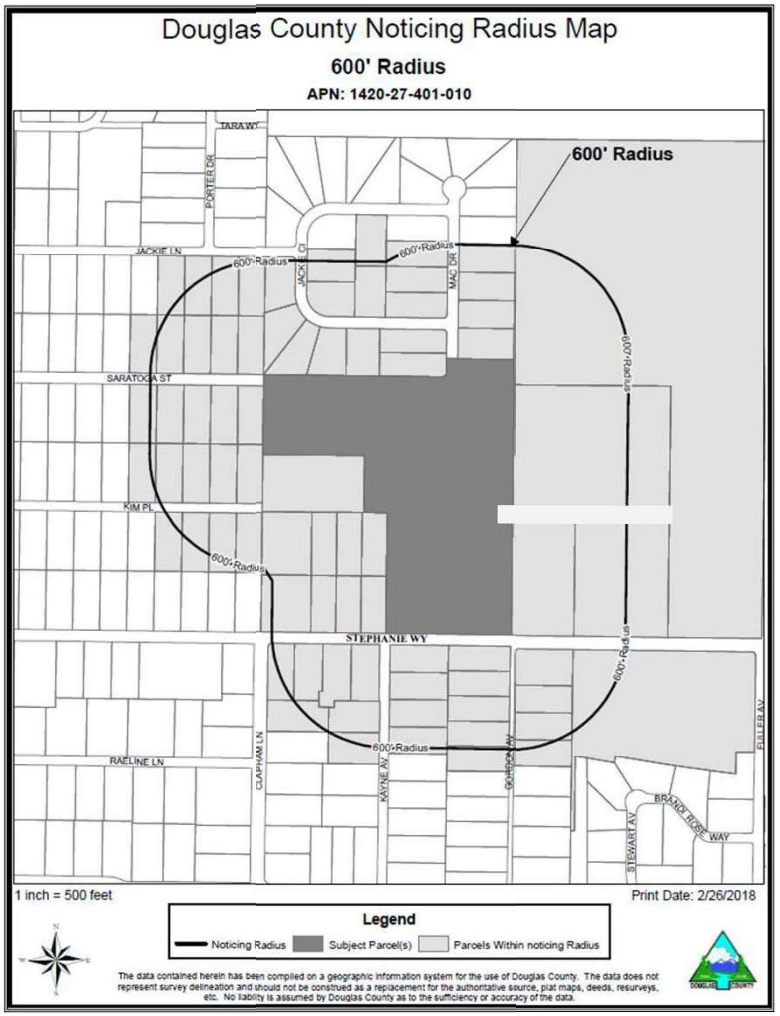
Location:	1440 Stephanie Way – Douglas County
	APN 1420-27-401-010
Owner:	Armil Properties, LLC
Engineer:	Michael Stanka PE
	Stanka Consulting, LTD

Stanka Consulting, LTD
A Professional Engineering Company

Location Map – 1440 Stephanie Way Minden Nevada



Stanka Consulting, LTD
A Professional Engineering Company



Stanka Consulting, LTD

A Professional Engineering Company

History

- Project initiated – First tentative map submittal Nov 23, 2004.
- Previous litigation between owner and Douglas County
- Development Agreement Recorded May 24, 2007.
- Tentative Subdivision Map Submitted and Approved
- Site Improvement Plan submitted and approved (Mar 2021)
- Site Improvement have been completed
  - Storm water drainage systems and basins.
  - All roads (paved) within subdivision and access to County Roads.
  - Potable water system within subdivision and connections to County System.
  - Sewer laterals within subdivision and sewer main connection to County System.
  - Electrical to each lot.
  - Communication to each lot.
  - Gas service to each lot
  - All fencing and service access roads are in place
  - All Mail Box Clusters installed
- Tentative Map expired (October 2023)
- Resubmittal of Tentative Map in Progress

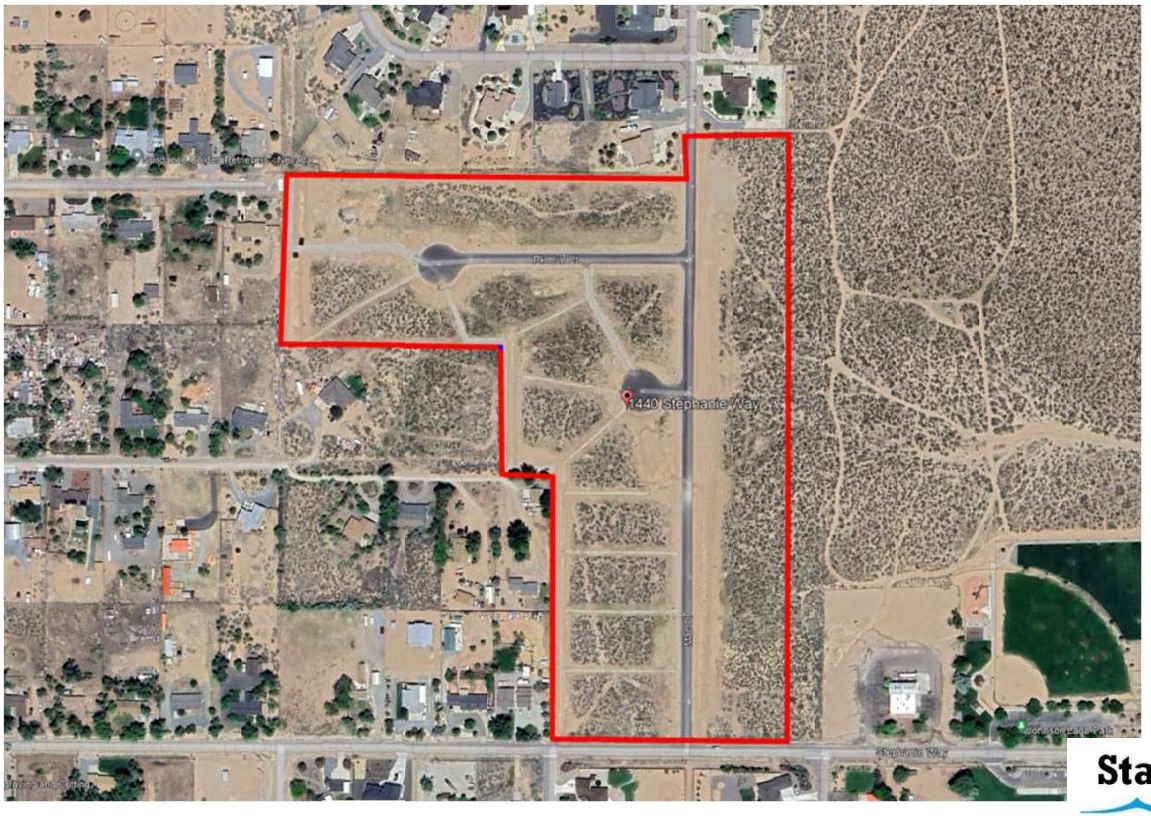
Stanka Consulting, LTD
A Professional Engineering Company

Project Description

- The parcel to be subdivided consists of 28.55 acres
- Will be subdivided to create 25 single-family residential lots
- Size of Lots 0.84 acre to 1.01 acre each
- The parcel is located on the north side of Stephanie Way, just east of the intersection of Kayne Avenue, within the Johnson Lane Community Plan
- APN: 1420-27-401-010 is owned by ARMIL PROPERTIES, LLC.
- The parcel is zoned SFR-1 (Single-family Residential-1 acre parcel size) with a Master Plan designation of Single-Family Estate.
- The floodplain designation is Zone X (0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) and AO D1 as per the FEMA FIRM 32005C0090H dated June 15, 2016.
- The proposed development will connect to community water and sewer facilities through the East Valley Utility-Douglas County.

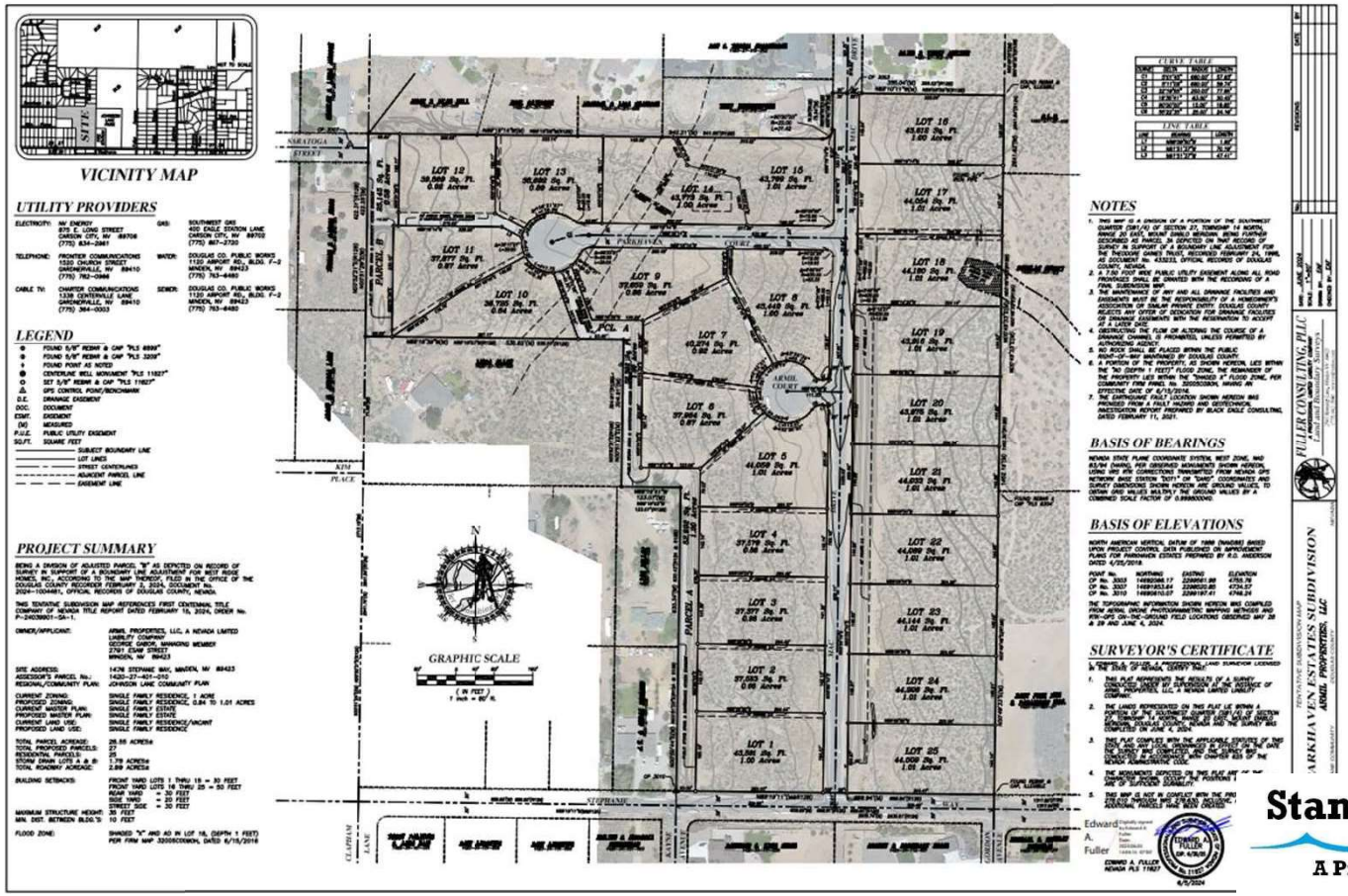
Stanka Consulting, LTD
A Professional Engineering Company

Current Aerial - Parkhaven Estates



Stanka Consulting, LTD
A Professional Engineering Company

Tentative Subdivision Map



Stanka Consulting, LTD
A Professional Engineering Company

Current Status and Future Work

- Site Improvement Work is substantially complete
- Seeking Tentative Subdivision Map Approval
- After Tentative Map Approval, will prepare and submit Final Subdivision Map for Approval
- Once Final Map is approved, property can be sold as individual Lots and permits for new homes can be applied for through Douglas County
- New homes will contribute significantly to Douglas County Tax Base.

Stanka Consulting, LTD
A Professional Engineering Company

Contact Information

Stanka Consulting, LTD
A Professional Engineering Company

Address
502 East John Street, STE B
Carson City, Nevada 89706

Phone
(775) 885-9283

Email
michael@stankaconsulting.com

Stanka Consulting, LTD
A Professional Engineering Company

AGENDA ITEM NO. 6.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on Tentative Subdivision Application DP 24-0087, a request to subdivide 7.59 acres into 6 single-family residential lots, the smallest being 1.0 acre and the largest being 1.58 acres in size. The subject parcel is located at 3282 Plymouth Drive in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Indian Hills/Jacks Valley Community Plan area. The applicant is Peter Beekhof, Westridge Homes, Inc., and the applicant's representative is Michael Stanka, Stanka Consulting, LTD. APN: 1420-18-301-017. (Lucille Rao)

RECOMMENDED MOTION:
Approve Tentative Subdivision Map application DP 24-0087 as presented, subject to the conditions included in the staff report, based on the applicant's ability to meet the required findings, the unanimous recommendation of the Douglas County Planning Commission, public comment, and the discussion of the County Commissioners.

FINANCIAL IMPACT:
Property tax revenue from 5 new parcels. Currently, the assessed value for the parcel is $117,557. Each of the new (5) vacant parcels will be assessed around $110,000 providing around $550,000 in increased assessed value for the vacant land, and around $160,000 for the parcel with the existing residence. Once the homes are constructed (using today's assessed values) the estimated assessed value of each of the 5 homes will increase further. The increase to assessed values will result in additional property tax revenue. Increased revenue may be offset by increased expenses related to, among other things, service costs for additional residents and maintenance costs for new public infrastructure. The cul-de-sac will be dedicated to the County and maintained by Indian Hills General Improvement District, along with the water and sewer main and services.

BACKGROUND:
In 2021, the applicant submitted applications for Tentative Parcel Maps (TPM) on two neighboring parcels (ref: DP21-0174 & DP21-0260). Both TPM applications were approved by the County's

Administrative Hearing Panel. At the time, each lot to be parceled was approximately 5-acres in size, for a total area of approximately 10 acres.

In 2023, the applicant submitted a boundary line adjustment (ref: DP23-0224), which was approved and recorded in 2024. That boundary line adjustment moved the lot lines to reduce the size of one parcel to 2.42 acres and increase the size of the other parcel to 7.59 acres.

The developer has now submitted a new land division application for the larger parcel, this time for a Tentative Subdivision Map (TSM) pursuant to Douglas County Code Section 20.708.030.

On July 9, 2024, the Planning Commission voted 7-0 to recommend approval to the Board of County Commissioners.

ATTACHMENTS:
Staff Report Westridge BoCC Aug 1 2024.pdf
Vicinity Map
Noticing Radius Map
Description justification letter
TSM-signed
TS Map with envelopes
Drainage/Grading Plan PDF.pdf
Indian Hills GID will serve
3282_Plymouth_-_exhibit_resized_DP24-0087.pdf
Updated PPT 7.12.2024.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Thomas A. 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: August 1, 2024

To: Douglas County Board of Commissioners

From: Lucille Rao, Senior Planner

Subject: Land Division Application DP 24-0087 for property located at 3282 Plymouth Drive in the SFR-1 (Single-Family Residential-1-acre minimum net parcel size) zoning district in the Jacks Valley/Indian Hills Community Plan (APN 1420-18-301-017).

I. REQUEST

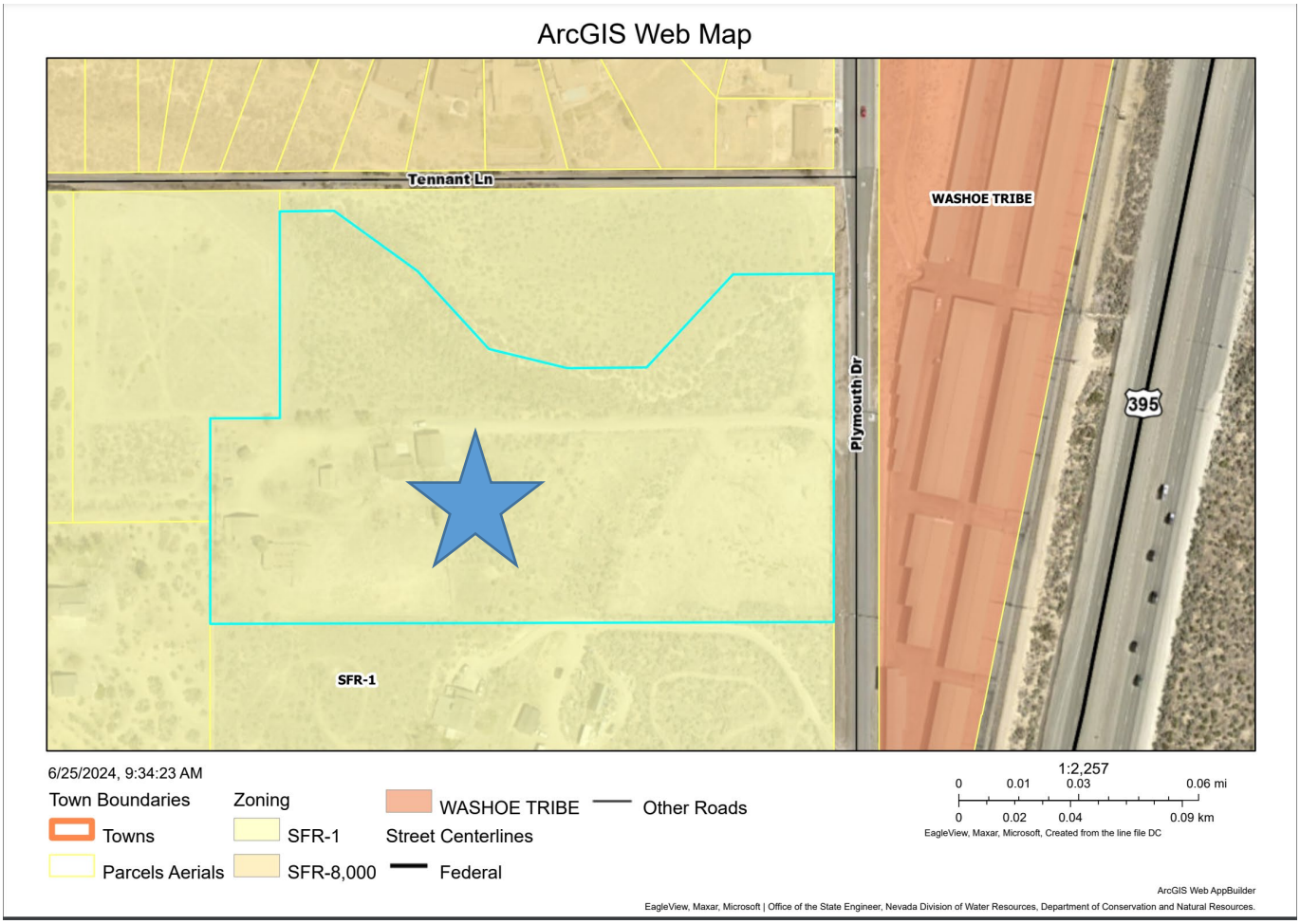
For possible action. Discussion on Tentative Subdivision Application DP 24-0087, a request to subdivide 7.59 acres into 6 single-family residential lots, the smallest being 1.0 acre and the largest being 1.58 acres in size. The subject parcel is located at 3282 Plymouth Drive in the SFR-1 (Single Family Residential- 1-acre minimum net parcel size) zoning district, within the Indian Hills/Jacks Valley Community Plan area. The applicant is Peter Beekhof, Westridge Homes, Inc. and the applicant's representative is Michael Stanka, Stanka Consulting, LTD. APN: 1420-18-301-017.

II. PROPERTY INFORMATION

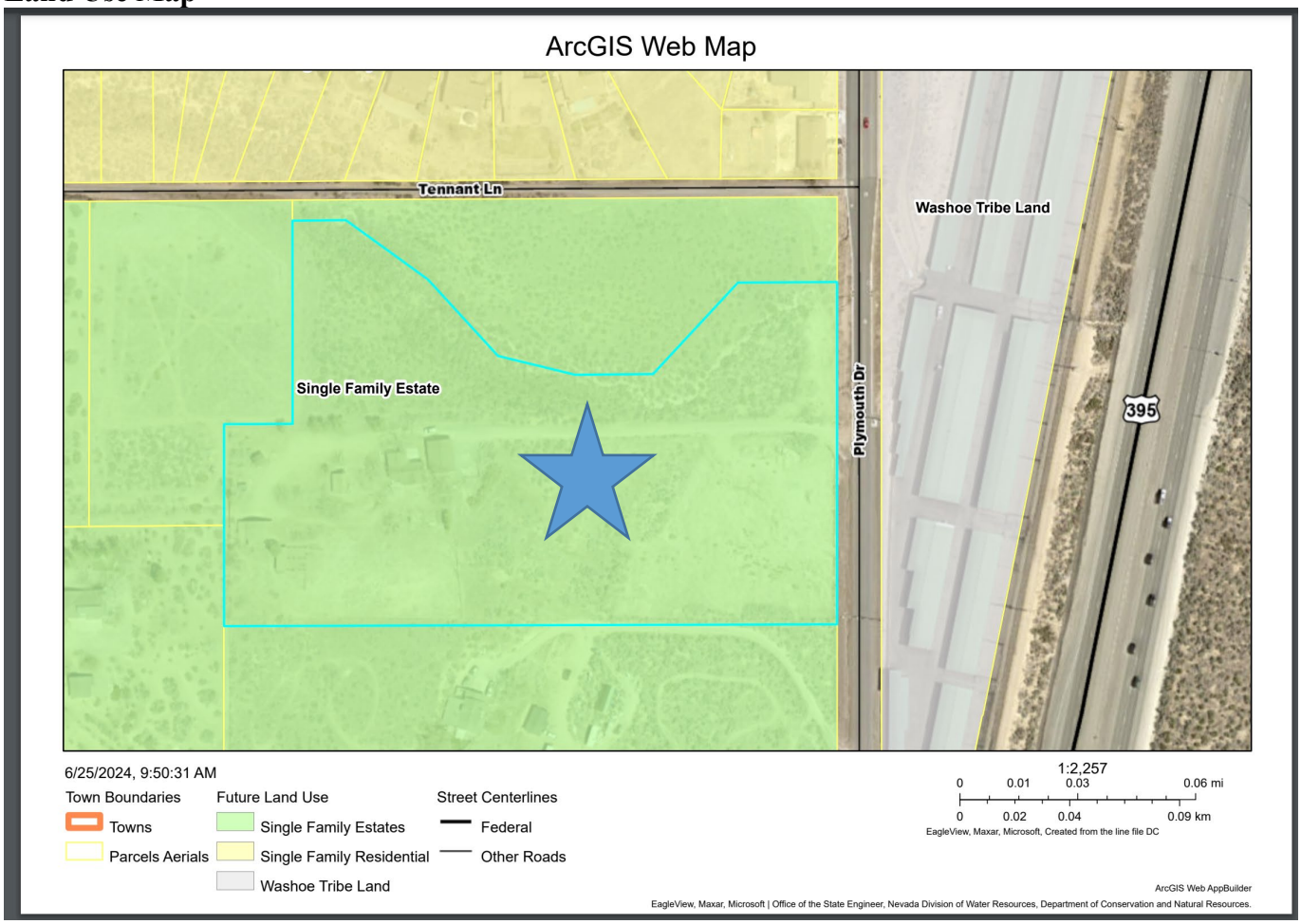
Applicant/Owner	Peter Beekhof Westridge Homes, Inc. P.O. Box 1422 Gardnerville, NV 89410
Representative	Michael Stanka/Stanka Consulting, LTD 502 E. John Street, Ste B Carson City, NV 89706
Location	3282 Plymouth Drive
Existing Land Use	Residential

Master Plan Designation	Single-Family Estate
Zoning Designation	SFR-1 (Single-Family Residential – 1-acre minimum net parcel size)
Surrounding Zoning	SFR-1 (Single-Family Residential – 1-acre minimum net parcel size)

Zoning Map



Land Use Map



III. BACKGROUND

On July 9, 2024 the Planning Commission voted 7/0 to recommend approval to the Board of County Commissioners. In 2021, the applicant submitted two Tentative Parcel Maps (ref: DP21-0174 & DP21-0260) both were approved by the Administrative Hearing Panel. Since that time the maps expired and the developer has re-submitted a slightly different application. The original two maps were to subdivide 10 acres (5-acres per map). In 2023, the applicant submitted a boundary line adjustment (ref: DP23-0224) that was recorded in 2024 moving the parcel lines to create a 2.42-acre parcel and a 7.59-acre parcel. The applicant has submitted a tentative subdivision map for consideration by the Planning Commission utilizing the provisions of Douglas County Code Section 20.708.030 Tentative Subdivision Map.

IV. DISCUSSION AND EVALUATION

The Tentative Subdivision map application has been submitted pursuant to County Code, Chapter 20.708, this Chapter provides for the subdivision of five or more lots. The applicant proposes to subdivide the 7.59-acre parcel into six parcels through the tentative subdivision map process.

The 2020 Master Plan establishes goals and policies within the Land Use Element for each community within the county.

"The Indian Hills/Jacks Valley Community, located at the north end of the Carson Valley, is the northern gateway of Douglas County. Spanning approximately 8,577 acres, the community consists of the commercial center adjacent to the Carson City and Douglas County lines of the North Valley area. The community is bisected by the Jacks Valley Wildlife Management area on USFS and BIA land, including the Clear Creek Tahoe development. The mountains of the Toiyabe National Forest to the west augment the natural open spaces and contribute to the picturesque scenery that is such an important part of this community's character. This area lies between the steep slopes of the Sierras to the northwest and the broad floodplain of the Carson River to the southeast. The community is primarily residential, with some commercial and industrial land at the Highway 395, Mica Drive, Jack Valley Road, and Topsy intersections. Though Indian Hills/Jacks Valley is one community plan, it is composed of four distinct neighborhoods: (1) Indian Hills General Improvement District, (2) North Valley Area, (3) Silverado, and (4) Alpine View Estates."

"Indian Hills General Improvement District area consists of a mixture of detached single-family homes, manufactured housing, and apartments in a suburban residential development setting. A neighborhood commercial center is located on Mica Drive (one of the gateways into the community), and a large regional commercial shopping center is located on the north end of the community along Highway 395 at Jacks Valley Road.

Silverado area consists primarily of detached single-family homes on an average lot size of one acre. The area includes the Sierra Estates General Improvement District, serving around 64 single family custom-built homes of various styles and sizes. Jacks Valley's community character is rural, with medium to large lots in a suburban residential setting with unpaved streets.

Alpine View Estates is situated along the foothills of Jacks Valley with spectacular views of the eastern slope of the Sierra Nevada mountain range. Residents enjoy the conservation area and preserved agricultural fields, where cattle graze year-round. Alpine View Estates has detached single family, custom-built homes, which are generally large and upscale, on an average lot size of two acres. Alpine View Estates' community character is rural residential parcels of two acres with paved streets. Vacant land and public open space dominate the undeveloped parts of this community."

V. FINDINGS

Subdivision Map

The following findings, required by DCC Section 20.708.030 *Findings for tentative subdivision maps*, the commission in making its recommendation and the board in rendering a decision on the tentative subdivision map shall base its decision on the requirements of NRS and make affirmative findings on the following factors, considering the recommendations of reviewing agencies:

1. The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in the development code;

Applicant's Response: According to Douglas County Assessor's data, the property proposed to be divided has a land use designation of single-family residence. According to the Indian Hills / Jacks Valley Community Plan the 2020 Master Plan designation for the subject property is Single Family Estates. The parcels immediately surrounding the subject property also have a designation of Single-Family Estates.

The land use designations for the area within the Indian Hills / Jacks Valley Community Plan in the vicinity of the subject property and its immediately surrounding properties include Single Family Residential, Forest and Range, and Washoe Tribe Land. The subject property has a zoning designation of SFR-1, or a minimum net lot size of 1 acre. The five new proposed parcels will all have a minimum lot size of at least one acre and will be created for single family residential homes. The proposed home locations will meet the required setbacks from property lines and from other structures. The additional houses will not exceed the maximum height requirement. The proposed parcels will meet the average lot width which is equal to the 120 feet required by code for SFR-1 zoned parcels. The existing home parcel will also meet setback requirements for SFR-1 zoning. The proposed land division would create lots in keeping with the rural/suburban nature of the area.

Staff Response: This finding has been met. The proposed subdivision map meets the base zoning of one-acre and conforms to the land use of single-family estate.

2. If planned development is proposed, the tentative subdivision map conforms to the density requirements, lot dimension standards and other regulations applicable to planned developments;

Applicant's Response: A planned development is not proposed for this project, so this item is not applicable.

Staff Response: The proposed application does not include a planned development.

3. The tentative subdivision map conforms to public facilities and improvement standards contained in the development code;

Applicant's Response: The parcels will be on public water and public sewer system through the Indian Hills GID; public sewer and water currently exists in the street. Public water and sewer will be constructed within a proposed cul-de-sac that would serve the proposed lots. All drainage facilities will conform to Douglas County standards.

Staff Response: This finding has been met. The project has been conditioned to meet all improvement standards required for a subdivision.

4. The tentative subdivision map conforms to the improvement and design standards contained in the development code and adopted design criteria and improvement standards;

Applicant's Response: The subdivision map will conform to the Douglas County Design Criteria and Improvement Standards and additions as of June 15, 2017 and the development code.

Staff Response: This finding has been met. The project has been conditioned and will not receive final map approval unless all conditions of approval have been met.

5. If applicable, that a phasing plan has been submitted and is deemed acceptable;

Applicant's Response: No phasing plan is proposed. All construction will occur in one phase.

Staff Response: This finding has been met. The project does not include a phasing plan.

6. The approval contains terms that plan for the possibility of abandonment or termination of the project;

Applicant's Response: Understood and acknowledged. The applicant, though, has no intention of abandoning this project.

Staff Response: This finding has been met. The project has been conditioned to mitigate abandonment of the project.

7. There are no delinquent taxes or assessments on the land to be subdivided, as certified by the county treasurer;

Applicant's Response: A tax statement is attached to this application which was received from the Douglas County Clerk-Treasurer on February 28, 2024.

Staff Response: This finding has been met. Final map cannot record without taxes paid in full.

8. 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.

Applicant's Response: According to the Historic Preservation element of the 2020 Douglas County Master Plan, the closest place on the National or State Register of Historic Places in Douglas County appears to be in the Genoa Local Historic District, approximately 6 miles to the southwest. It is not anticipated, given the residential and commercial construction surrounding the subject property that the area is within an archaeological or cultural study area recognized by Douglas County nor will it impact any existing archaeological or cultural study areas.

Staff Response: The project is not located in an archeological study area.

VII. CONCLUSION AND RECOMMENDATION

Recommendation for Land Division Application DP 24-0087

Based on the ability to make the findings as required per Section 20.708.030 of DCC, Staff is recommending approval of development application DP 24-0087 for Peter Beekhof, Westridge Homes, Inc., a Subdivision Map to divide a 7.59-acre parcel into six (6) parcels subject to the recommended conditions.

THE APPLICANT/OWNER SHALL COMPLY WITH ALL THE FOLLOWING CONDITIONS OF APPROVAL LISTED BELOW.

Engineering:

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO FINAL MAP SUBMITTAL:

Prior to the submittal of any final map, the following improvements shall be completed under a Site Improvement Permit application. To be submitted electronically to Engineering@douglasnv.us:

A 1. Submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the applicable section(s) of the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:

a. 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 curb, gutter, and sidewalk on the west side of Plymouth Drive along their project frontage originating from the curb, gutter, and sidewalk to the north of Tennant Lane and continue it through their development with the construction of Lily Court. This is in accordance with NRS 278.462(2). The curb, gutter, and sidewalk along Plymouth Drive shall match the layout of said improvements to the north and meet all other requirements of Standard Detail A02.
d. Construct Lily Court to Urban Residential Local Road Section Standard Detail A02 as approved by Indian Hills General Improvement District.
e. Construct a cul-de-sac bulb with a minimum 50-foot improved surface for the radius bulb measured from the center pin to the edge of pavement and meet all other applicable requirements from Title 20.100.090.N.
f. Construct a PCC Driveway Apron (Non-Residential) & Local Road Valley Gutter from Lily Court to Plymouth Drive as shown on Detail A08-C.
g. Construct adequate hammer head turn arounds on Parcels 1 and 2 to ensure access for Emergency Service and Mail Delivery vehicles.
h. Construct an Improved Maintenance Access in accordance with Division 3.9.14 to private detention pond.
i. Applicant shall include all non-county utility plans applicable to the project with the site improvement permit application
j. Final technical drainage report and plans meeting the requirements of Division 6. The plans must show all necessary drainage easements and identify them as private.
k. Final soils (geotechnical) report and plans meeting the requirements of Division 8.

A 2. The development shall be served by a public water system, and the following conditions apply:
a. Meet the requirements of the "Water Will Serve" letter or other letter of intent to serve.
b. Water lines must meet the requirements of Division 4, or standards of other applicable agencies.

A 3. The development shall be served by a public sewer system, and the following conditions apply:
a. Meet the requirements of the "Sewer Will Serve" letter or other letter of intent to serve.
b. Sewer lines must meet the requirements of Division 5 or standards from other applicable agencies.

A 4. Provide a paved pullout for a new cluster mailbox location per Detail A17. If a new cluster mailbox location is not required provide documentation to that effect from the U.S. Postal Service.

A 5. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, they must enter into a security and improvement agreement with Douglas County. The security improvement agreement and the security deposit shall comply with DCC Title 20.720.020 and 20.720.030.

A 6. Provide documentation that all required improvements, including utilities are installed, constructed or secured.

A 7. Submit a draft final map electronically with preliminary title report (must be within 12 months old) to the Planning Division (Planning@douglasnv.us) for a Technical Map Review, prior to final

map submittal. The draft final map must reflect all the Conditions of Approval prior to submitting and also include a response letter to the Conditions of Approval. This expedites the final map submittal process by allowing both the Engineering and Planning Divisions to review the final map to the Conditions of Approval, Nevada Revised Statutes 278, and County Code.

Planning:

A 8. Provide evidence that the GIS Department has approved all new street names. Any easement or road (public or private) providing access to two or more parcels must be named and street signs erected per DCC, Title 20.900 *Numbering Structures and Naming Streets*.

THE FOLLOWING CONDITIONS MUST BE MET WITH THE SUBMITTAL OF A FINAL MAP:

Engineering:

A 9. A private drainage easement shall be shown on the map and recorded through a separate document to address dominant and servient estates, what the easement is for, what restrictions apply.

A 10. The Final Map must show/address the following:

a. An easement for any new cluster mailbox location.
b. Dedicate minimum fifty-foot public right of way over Lily Court and expand as required around the cul-de-sac.
c. Dedicate chamfered edges at the intersection of Lily Court and Plymouth Drive.
d. Identify and delineate;
    i. earthquake faults (50-foot minimum or otherwise based on the geotechnical engineer's recommendation)
    ii. "Restricted Use Area(s)" for blue-line stream(s). For blue-line streams, a restricted use area extending landward 50-feet from both sides of the high-water mark of the "blue-line" drainage courses as identified on the USGS 7.5-minute quadrangle map. (This requirement will not be applicable if the ACOE jurisdictional determination letter is approved that it is not subject to jurisdiction under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act).
    iii. hillside areas.
e. Drainage easements necessary to mitigate onsite, offsite, and cross-lot drainage impacts. All drainage easements not accepting flow from a public right-of-way must be shown as private.

A 11. The Final Map must provide notes that read as follows:

a. A seven and one-half (7.5) foot wide, for residential, public utility easement along all road frontages and a five (5) foot wide public utility easement along the side and rear lot lines.
b. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
c. The Community Development Certificate must state, "In addition all offers of dedication for public rights-of-way were rejected with the reservation to accept said offers at a later date. The County accepts the offer for dedication for the public utility easement(s). The County accepts the offer for dedication for the public utility easement(s)."
d. All construction and development within the "hillside" areas identified on the final map must comply with DCC, Title 20.690.030 (K) *Hillside Grading*.
e. Maintenance of all drainage facilities and easements must be the responsibility of the individual property owners or other private entity, including a homeowner's association. Douglas County rejects any offer of dedication of drainage facilities or drainage easements.

f. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency.
g. No landscaping rock shall be placed within the public right of way maintained by Douglas County.
h. For drainage that does not cross property lines and does not convey public water the applicant shall submit a copy of a recorded deed restriction stating the following:

"On-site drainage patterns have been constructed and shall be maintained in accordance with the plans approved by the Douglas County Community Development Department on (date). Any alterations to the approved onsite drainage patterns shall only be allowed after a site improvement permit has been approved by the Douglas County Community Development Department. If the on-site drainage infrastructure is not maintained in an acceptable manner, the County or (applicable town or GID) may perform the necessary maintenance to insure public safety needs are met. The County shall have the option to seek reimbursement for any performed maintenance in accordance with Douglas County Code 20.691.270 Abatement by County" (This is not intended for all projects, but would be for projects that have significant storm drain infrastructure (not just overland flow) such as private detention/retention ponds, underground storage, or drains to county-maintained facilities.)

Planning:

A 12. Submit documentation that all property taxes and any agricultural liens of the property have been paid in full for the current fiscal year.

A 13. Comply with the Final Map requirements as prescribed by NRS 278 and DCC, Title 20.708 *Subdivision Maps*.

A 14. Submit an affidavit stating that the person proposing to divide the land, or any successor in interest, shall make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923.

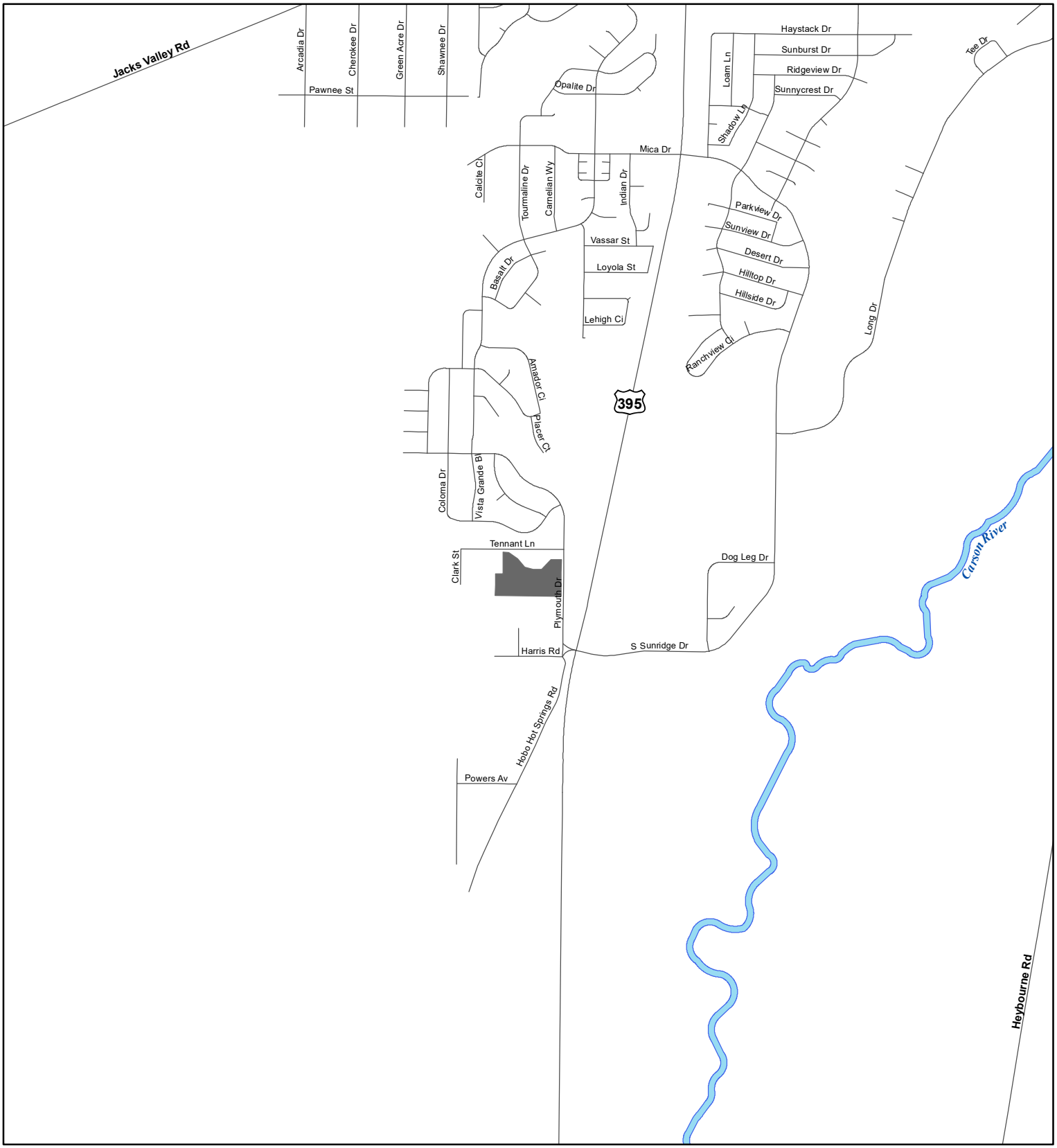
THE FOLLOWING CONDITION IS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:

Planning:

A 15. Present to the director a final subdivision map, within four years after the date of tentative map approval. If the applicant elects to present a successive map in a series of final maps, the applicant shall present, on or before the second anniversary of the date on which the applicant presented to community development the first in the series of final maps. Extensions of time may be granted in accordance with DCC, Title 20.708.050.

Douglas County Vicinity Map

APN: 1420-18-301-017



1 inch = 1,667 feet

Print Date: 3/8/2024

Legend

Subject Parcel

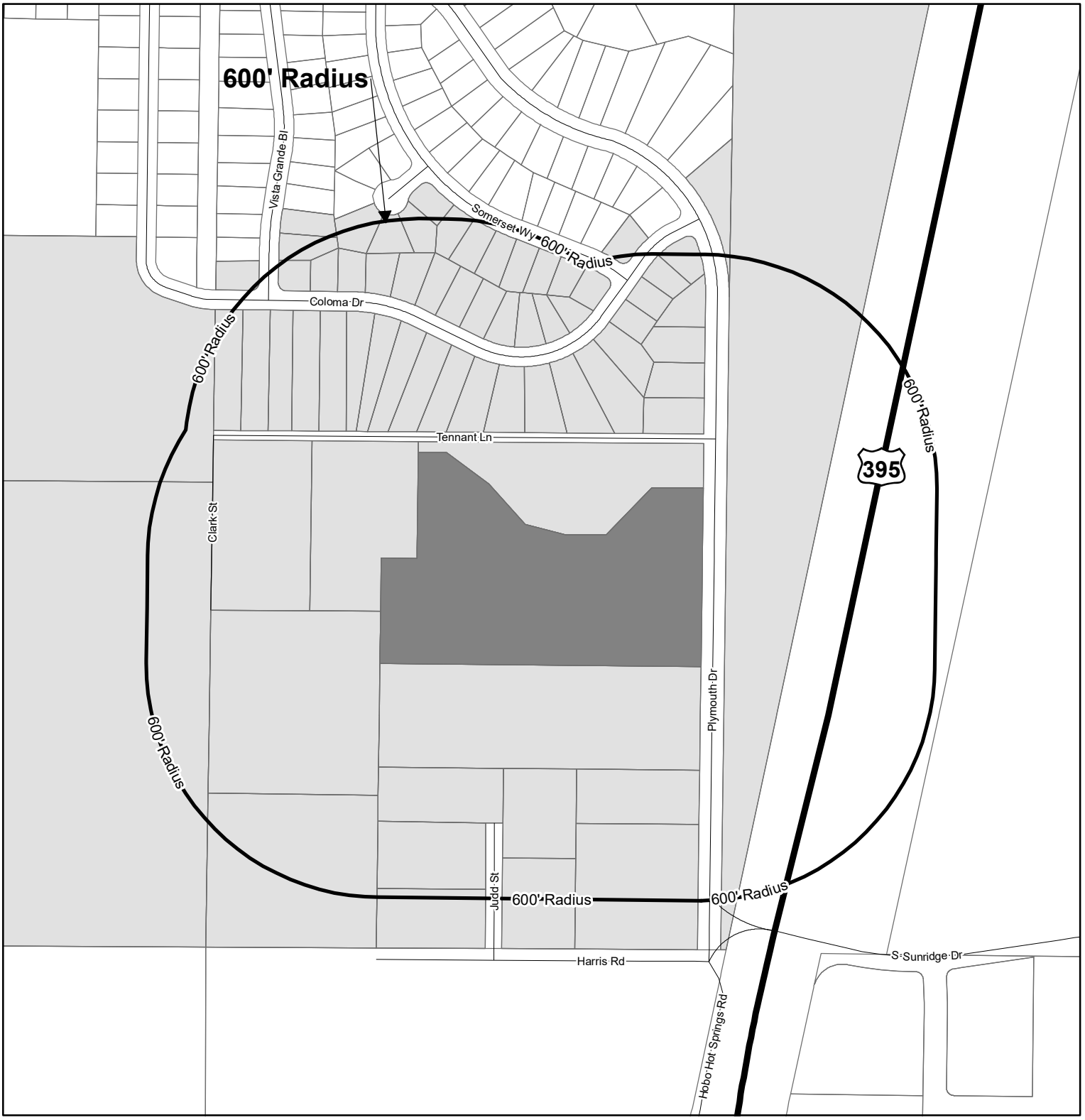
The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County as to the sufficiency or accuracy of the data.

DOUGLAS GIS

Douglas County Noticing Radius Map

600' Radius

APN: 1420-18-301-017



1 inch = 350 feet

Print Date: 3/8/2024

Legend

Noticing Radius | Subject Parcel(s) | Parcels Within noticing Radius

N W E S

The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County as to the sufficiency or accuracy of the data.

DOUGLAS COUNTY

Stanka Consulting, LTD
A Professional Engineering Company

Physical Address
502 East John Street, STE B
Carson City, Nevada 89706

Mailing Address
3987 Missouri Flats Rd, STE 340 Box 454
Placerville, CA 95667

Phone
(775) 885-9283 / (775) 430-6273

Email
markj@stankaconsulting.com

28 February 2024

Community Development Director
Douglas County
1594 Esmeralda Dr.
Minden NV 89423

Subject: Detailed description and justification for Land Division Application request for West Ridge Homes, Inc., for a tentative subdivision map at 3282 Plymouth Drive

Greetings,

Stanka Consulting LTD, acting as agents for West Ridge Homes, Inc., is submitting this detailed description and justification letter according to the requirements of the Land Division Application permit. The developer is requesting a Tentative Subdivision Map on a property at 3282 Plymouth Drive, APN 1420-18-301-017. This letter answers the requirements, as outlined in section 20.708.030, tentative subdivision map findings, of the Douglas County Development Code.

The applicant is proposing to subdivide the property into six residential lots. An existing house currently on the undivided property will remain. The existing house will occupy one of the proposed parcels. The subject property is zoned SFR-1 and no zoning amendment is requested. All the properties adjoining the subject property are zoned SFR-1. The self-storage unit across Plymouth Drive from the applicant is zoned Washoe Tribe. The subject property is located within flood hazard area Zone X Unshaded per FEMA panel 32005C0060G and is within the Indian Hills / Jacks Valley Community Plan Area. A single right-of-way and a public street will be constructed on the property to serve the homes. The proposed street would be a cul-de-sac approximately 250 feet long. None of the proposed lots will have access directly onto Plymouth Drive.

A parcel map was previously approved under DP21-0174 but the approval has expired. This submittal adds two lots to the previously approved parcel map. A Boundary Line Adjustment (BLA) was recorded on the subject property on February 2, 2024 as Doc # 2024-1004481.

Findings are as outlined in Douglas County Development Code Section 20.708.030, and include:

1. **The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in the development code;**

   According to Douglas County Assessor's data, the property proposed to be divided has a land use designation of single family residence. According to the Indian Hills / Jacks Valley Community Plan the 2020 Master Plan designation for the subject property is Single Family Estates. The parcels immediately surrounding the subject property also have a designation of Single Family Estates. The land use designations for the area within the Indian Hills / Jacks Valley Community Plan in the vicinity of the subject property and its immediately surrounding properties include Single Family Residential, Forest and Range, and Washoe Tribe Land. The subject property has a zoning designation of SFR-1, or a minimum net lot size of 1 acre.

   The five new proposed parcels will all have a minimum lot size of at least one acre and will be created for single family residential homes. The proposed home locations will meet the required setbacks from property lines and from other structures. The additional houses will not exceed the maximum height requirement. The proposed parcels will meet the average lot width which is equal to the 120 feet required by code for SFR-1 zoned parcels. The existing home parcel will also meet setback requirements for SFR-1 zoning. The proposed land division would create lots in keeping with the rural/suburban nature of the area.

2. **If planned development is proposed, the tentative subdivision map conforms to the density requirements, lot dimension standards and other regulations applicable to planned developments;**

   A planned development is not proposed for this project, so this item is not applicable.

3. **The tentative subdivision map conforms to public facilities and improvement standards contained in the development code;**

   The parcels will be on public water and public sewer system through the Indian Hills GID; public sewer and water currently exists in the street. Public water and sewer will be constructed within a proposed cul-de-sac that would serve the proposed lots. All drainage facilities will conform to Douglas County standards.

4. **The tentative subdivision map conforms to the improvement and design standards contained in the development code and adopted design criteria and improvement standards;**

The subdivision map will conform to the Douglas County Design Criteria and Improvement Standards and additions as of June 15, 2017 and the development code.

5. **If applicable, that a phasing plan has been submitted and is deemed acceptable;**

   No phasing plan is proposed. All construction will occur in one phase.

6. **The approval contains terms that plan for the possibility of abandonment or termination of the project;**

   Understood and acknowledged. The applicant, though, has no intention of abandoning this project.

7. **There are no delinquent taxes or assessments on the land to be subdivided, as certified by the county treasurer;**

   A tax statement is attached to this application which was received from the Douglas County Clerk-Treasurer on February 28, 2024.

8. **The project is not located within and identified archeological or 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. (Ord. 801, 1998; Ord. 763, 1996; Ord. 390, 1981)**

   According to the Historic Preservation element of the 2020 Douglas County Master Plan, the closest place on the National or State Register of Historic Places in Douglas County appears to be in the Genoa Local Historic District, approximately 6 miles to the southwest. It is not anticipated, given the residential and commercial construction surrounding the subject property that the area is within an archaeological or cultural study area recognized by Douglas County nor will it impact any existing archaeological or cultural study areas.

If you have any questions please contact me at the information contained above.

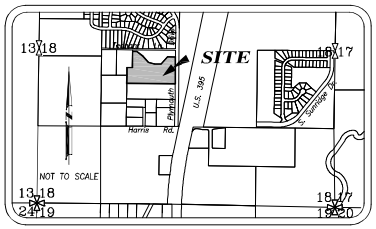
Thank you,

Mark Johnson, P.E.

Mark Johnson

Digitally signed by Mark Johnson
DN: cn=Mark Johnson, o=Stanka Consulting LTD, ou=Engineering, email=markj@stankaconsulting.com, c=US
Date: 2024.02.28 15:32:54 -07'00'

Stanka Consulting, LTD



VICINITY MAP

UTILITY PROVIDERS

ELECTRICITY:	NV ENERGY 875 E. LONG STREET CARSON CITY, NV 89706 (775) 834-2961	GAS:	SOUTHWEST GAS 400 EAGLE STATION LANE CARSON CITY, NV 89702 (775) 887-2720
TELEPHONE:	FRONTIER COMMUNICATIONS 1520 CHURCH STREET GARDNERVILLE, NV 89410 (775) 782-0966	WATER:	INDIAN HILLS G.I.D. 3394 JAMES LEE PARK RD., #A CARSON CITY, NV 89705 (775) 267-2805
CABLE TV:	CHARTER COMMUNICATIONS 1338 CENTERVILLE LANE GARDNERVILLE, NV 89410 (775) 364-0003	SEWER:	INDIAN HILLS G.I.D. 3394 JAMES LEE PARK RD., #A CARSON CITY, NV 89705 (775) 267-2805

LEGEND

- FOUND 5/8" REBAR & CAP "PLS 11172" OR AS NOTED
- FOUND CENTERLINE WELL MONUMENT "PLS 11172" OR AS NOTED
- GPS CONTROL POINT/BENCHMARK
- UTILITY POLE & GUY ANCHOR
- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM DRAIN CATCH BASIN
- YARD HYDRANT HOSE BIB
- BFC BACK FACE OF CURB
- WM WATER METER
- DOC. DOCUMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- SQ.FT. SQUARE FEET
- ESMT. EASEMENT
- SUBJECT BOUNDARY LINE
- ADJACENT PARCEL LINE
- OHP ELECTRIC LINE (OVERHEAD)
- GAS GAS LINE (UNDERGROUND)
- W WATER LINE (UNDERGROUND)
- EDGE DIRT ROAD/GRADING
- SD STORM DRAIN LINE (UNDERGROUND)
- SS SEWER LINE (UNDERGROUND)
- BUILDING FOUNDATION
- FENCELINE
- CONCRETE
- ASPHALT

PROJECT SUMMARY

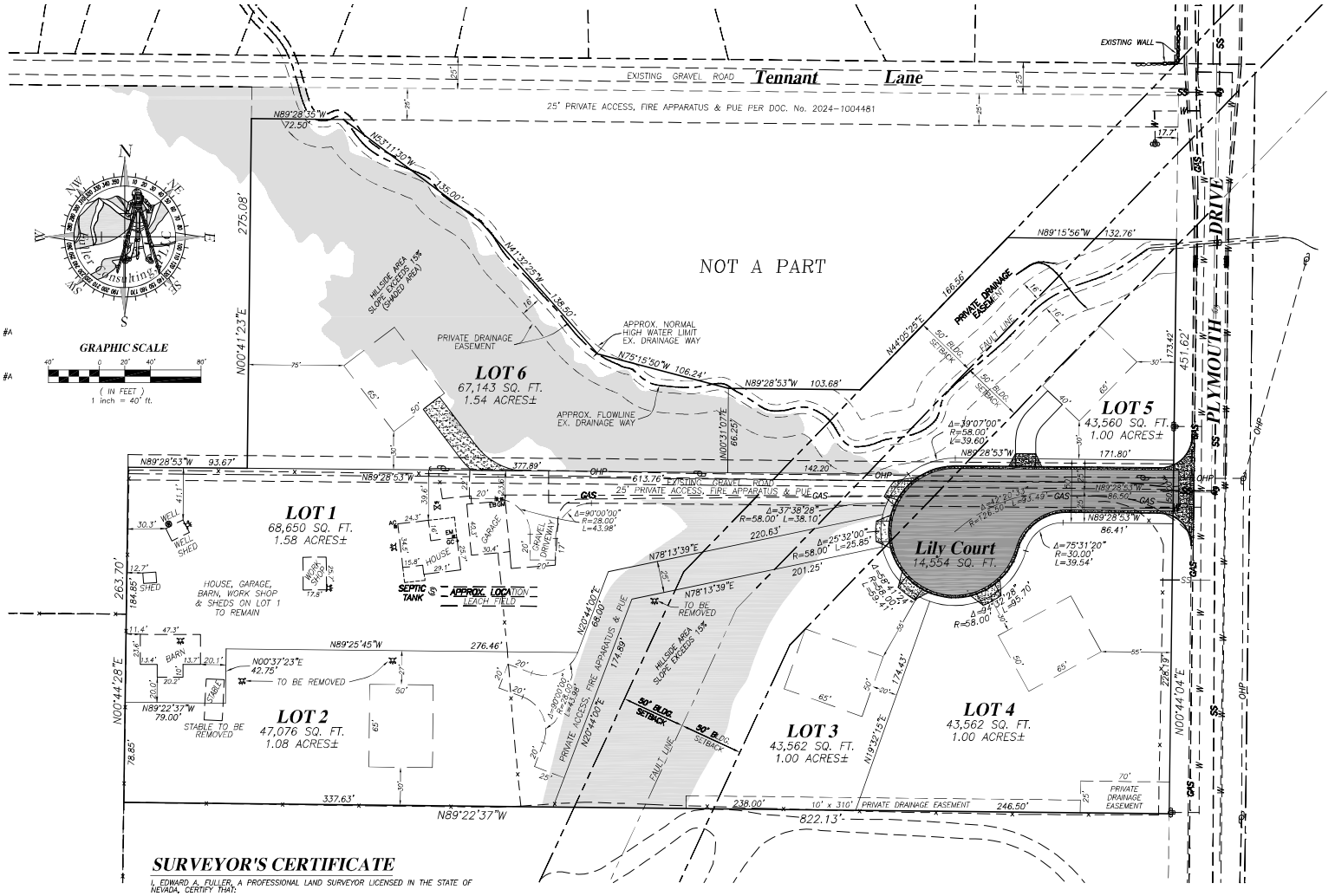
BEING A DIVISION OF ADJUSTED PARCEL "B" AS DEPICTED ON RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR WEST RIDGE HOMES, INC., ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER FEBRUARY 2, 2024, DOCUMENT No. 2024-1004481, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

THIS TENTATIVE SUBDIVISION MAP REFERENCES FIRST CENTENNIAL TITLE COMPANY OF NEVADA TITLE REPORT DATED FEBRUARY 15, 2024, ORDER No. P-24039901-SA-1.

OWNER/APPLICANT:	WEST RIDGE HOMES, INC., A NEVADA CORP. PO BOX 1422 GARDNERVILLE, NV 89410
SITE ADDRESS:	3282 PLYMOUTH DRIVE, MINDEN, NV 89423
ASSESSOR'S PARCEL No.:	1420-18-301-017
TOWN/GID:	INDIAN HILLS G.I.D.
REGIONAL/COMMUNITY PLAN:	INDIAN HILLS/JACK VALLEY COMMUNITY PLAN
CURRENT ZONING:	SINGLE FAMILY RESIDENCE, 1 ACRE
PROPOSED ZONING:	SINGLE FAMILY RESIDENCE, 1 ACRE
CURRENT MASTER PLAN:	SINGLE FAMILY ESTATE
PROPOSED MASTER PLAN:	SINGLE FAMILY ESTATE
CURRENT LAND USE:	SINGLE FAMILY RESIDENCE/VACANT
PROPOSED LAND USE:	SINGLE FAMILY RESIDENCE
TOTAL PARCEL ACREAGE:	7.59 ACRES±
PROPOSED ROADWAY ACREAGE:	14,554 SQ. FT.±
PROPOSED RESIDENTIAL LOTS:	6
BUILDING SETBACKS:	FRONT YARD = 30 FEET REAR YARD = 30 FEET SIDE YARD = 20 FEET STREET SIDE = 30 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET
FLOOD ZONE:	SHADED "X", UNSHADED PER FIRM MAP 32005C0060G, DATED 1/20/2010

BENCHMARK

BENCH MARK: BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS TRANSMITTED BY THE NEVADA GPS NETWORK, ADJUSTED TO GROUND VALUES AT OBSERVED NGS CONTROL MONUMENT "158220X", PID AI5106, ELEVATION = 4924.00. BENCHMARK AND ELEVATIONS SHOWN HEREON ARE NAVD 88.



GRAPHIC SCALE
40' 0 20' 40' 80'
(IN FEET)
1 inch = 40' ft.

SURVEYOR'S CERTIFICATE

I, EDWARD A. FULLER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF WEST RIDGE HOMES, INC., A NEVADA COPRORATON.
2. THE LANDS REPRESENTED ON THIS PLAT LIE WITHIN A PORTION OF NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON JANUARY 22, 2024.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.
5. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 THROUGH NRS 278.630, INCLUSIVE, AND NO ADDITIONAL PARCELS HAVE BEEN CREATED.

Edward A. Fuller
Digitally signed by Edward A. Fuller
Date: 2024.05.02 16:23:21 -07'00'

EDWARD A. FULLER
NEVADA PLS 11827

EDWARD A. FULLER
EXP. 6/30/25
No. 11827
PROFESSIONAL LAND SURVEYOR
STATE OF NEVADA

5/2/2024

BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83/94 (HARN), PER OBSERVED MONUMENTS SHOWN HEREON, USING VRS RTK CORRECTIONS TRANSMITTED FROM NEVADA GPS NETWORK BASE STATION "DOTT" (NGS PID DH8860), AND RTK GPS CALIBRATION TO NGS POINT "158220X" (PIDAI5106). COORDINATES AND SURVEY DIMENSIONS SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID VALUES MULTIPLY THE GROUND VALUES BY A COMBINED SCALE FACTOR OF 0.999800040.

NOTES

1. EASEMENTS SHOWN PERTAINING TO THE SUBJECT PROPERTY ARE FROM RECORD INFORMATION LISTED IN THE REFERENCES AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD, CONSULT YOUR TITLE REPORT AND/OR TITLE COMPANY FOR A COMPLETE LIST OF RECORD EASEMENTS.
2. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD OBSERVATIONS. THE SURVEYOR MAKES NO GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM VISIBLE OR AVAILABLE INFORMATION AT THE TIME THE SURVEY WAS PREPARED.

REFERENCES

1. DOC. NO. 1966-32621, DEED FROM CHARLES E. STEWART AND HENRIETTA STEWART TO RICHARD L. WATERS, JR., AND MARTHA H. WATERS, RECORDED JUNE 21, 1966.
2. DOC. NO. 1966-34666, RECORD OF SURVEY FOR CHARLES E. & HENRIETTA STEWART, RECORDED NOVEMBER 25, 1966.
3. DOC. NO. 1973-65094, DEED FROM CHARLES E. STEWART TO ANTHONY J. HARTMANN AND JANET M. HARTMANN, RECORDED APRIL 10, 1973.
4. DOC. NO. 1973-66247, RIGHT-OF-WAY DEED FROM CHARLES E. STEWART TO HENRIETTA LA RUE, FORMERLY HENRIETTA STEWART, RECORDED MAY 16, 1973.
5. DOC. NO. 1978-025326, PLAT OF SILVERADO HEIGHTS, RECORDED SEPTEMBER 18, 1978.
6. FIELD NOTES OF THE DEPENDENT RESURVEY OF A PORTION OF THE SUBDIVISIONAL LINES AND PORTIONS OF THE SUBDIVISION OF SECTION LINES OF SECTIONS 6 AND 18, TOWNSHIP 14 NORTH, RANGE 20 EAST, MDM, EXECUTED BY DON R. ASCHENBACH, CADASTRAL SURVEYOR, APPROVED APRIL 19, 2007.
7. BLM PLAT OF TOWNSHIP 14 NORTH, RANGE 20 EAST, MDM, APPROVED APRIL 19, 2007.
8. DOC. NO. 2010-776223, RECORD OF SURVEY FOREST SERVICE BOUNDARIES, RECORDED DECEMBER 30, 2010.
9. DOC. NO. 2019-939278, RECORD OF SURVEY FOR INDIAN HILLS GID, RECORDED DEC. 9, 2019.
10. DOC. NO. 2024-1004481, RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR WEST RIDGE HOMES, INC., RECORDED FEBRUARY 2, 2024.

No.	REVISIONS	DATE	BY

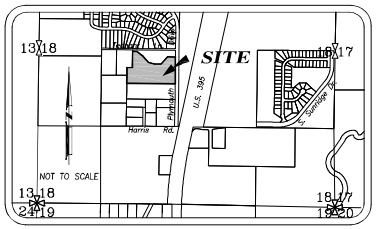
DATE: MAY, 2024
SCALE: 1"=40'
DRAWN BY: EAF
CHECKED BY: EAF

Fuller Consulting, PLLC
Land and Boundary Surveys
A Professional Limited Liability Co.
2543 Manning Lane, Minden NV 89423
(775) 901-2696 tmapper@yahoo.com

NEVADA

TENTATIVE SUBDIVISION MAP
LILY COURT SUBDIVISION
WEST RIDGE HOMES, INC.
DOUGLAS COUNTY
INDIAN HILLS

SHEET 1 OF 1
TENTATIVE SUBDIVISION MAP
LILY COURT SUBDIVISION



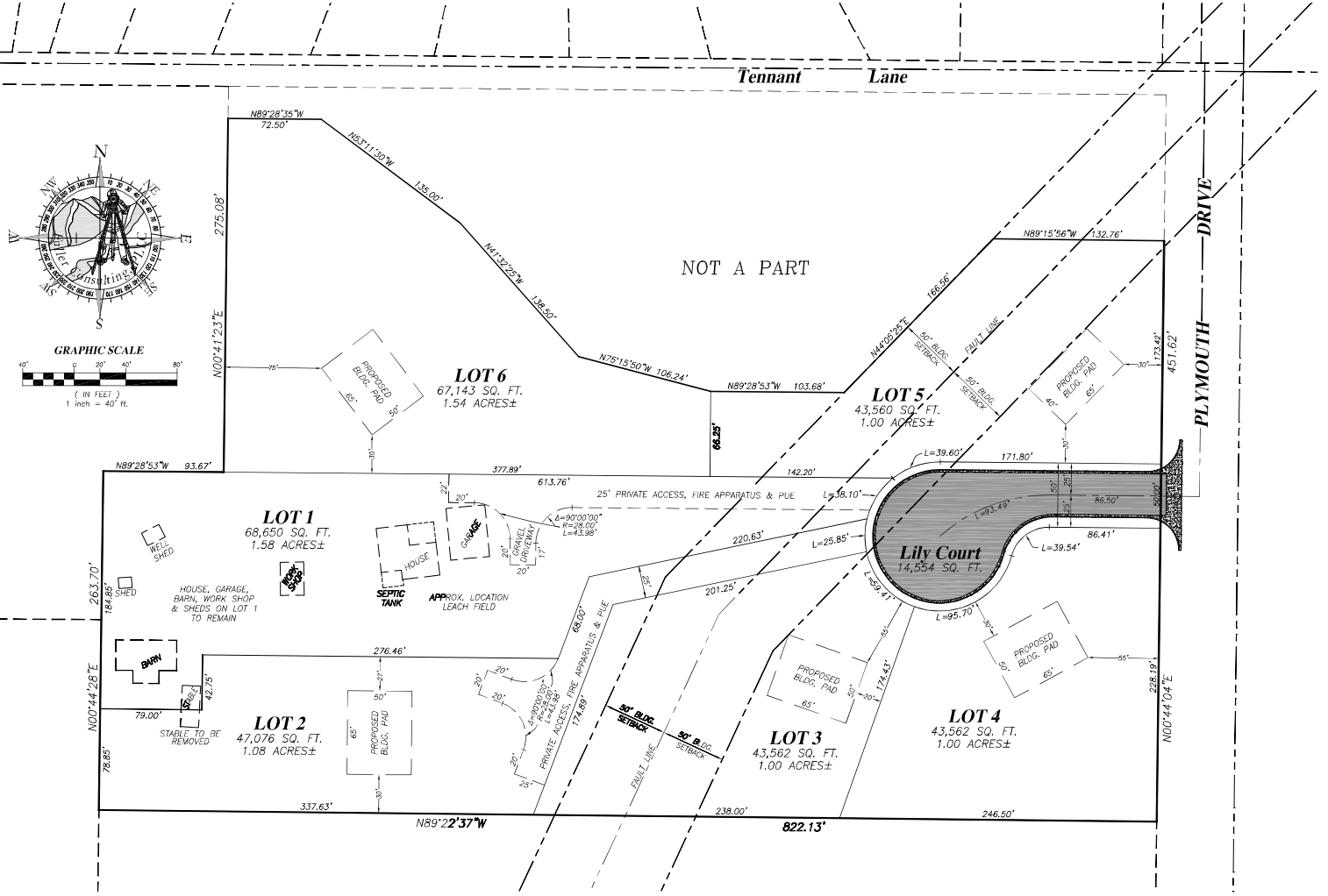
VICINITY MAP

PROJECT SUMMARY

BEING A DIVISION OF ADJUSTED PARCEL "B" AS DEPICTED ON RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR WEST RIDGE HOMES, INC., ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER FEBRUARY 2, 2024, DOCUMENT No. 2024-1004481, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

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OWNER/APPLICANT:	WEST RIDGE HOMES, INC., A NEVADA CORP. PO BOX 1422 GARDNERVILLE, NV 89410
SITE ADDRESS:	3282 PLYMOUTH DRIVE, MINDEN, NV 89423
ASSESSOR'S PARCEL No.:	1420-18-301-017
TOWN/GID:	INDIAN HILLS G.I.D.
REGIONAL/COMMUNITY PLAN:	INDIAN HILLS/JACK VALLEY COMMUNITY PLAN
CURRENT ZONING:	SINGLE FAMILY RESIDENCE, 1 ACRE
PROPOSED ZONING:	SINGLE FAMILY RESIDENCE, 1 ACRE
CURRENT MASTER PLAN:	SINGLE FAMILY ESTATE
PROPOSED MASTER PLAN:	SINGLE FAMILY ESTATE
CURRENT LAND USE:	SINGLE FAMILY RESIDENCE/VACANT
PROPOSED LAND USE:	SINGLE FAMILY RESIDENCE
TOTAL PARCEL ACREAGE:	7.59 ACRES±
PROPOSED ROADWAY ACREAGE:	14,554 SQ. FT.±
PROPOSED RESIDENTIAL LOTS:	6
BUILDING SETBACKS:	FRONT YARD = 30 FEET REAR YARD = 30 FEET SIDE YARD = 20 FEET STREET SIDE = 30 FEET
MAXIMUM BUIDLING HEIGHT:	35 FEET
FLOOD ZONE:	SHADED "X", UNSHADED PER FIRM MAP 32005C0060G, DATED 1/20/2010



TENTATIVE SUBDIVISION MAP

LILY COURT SUBDIVISION

WEST RIDGE HOMES, INC.

DOUGLAS COUNTY

INDIAN HILLS

NEVADA

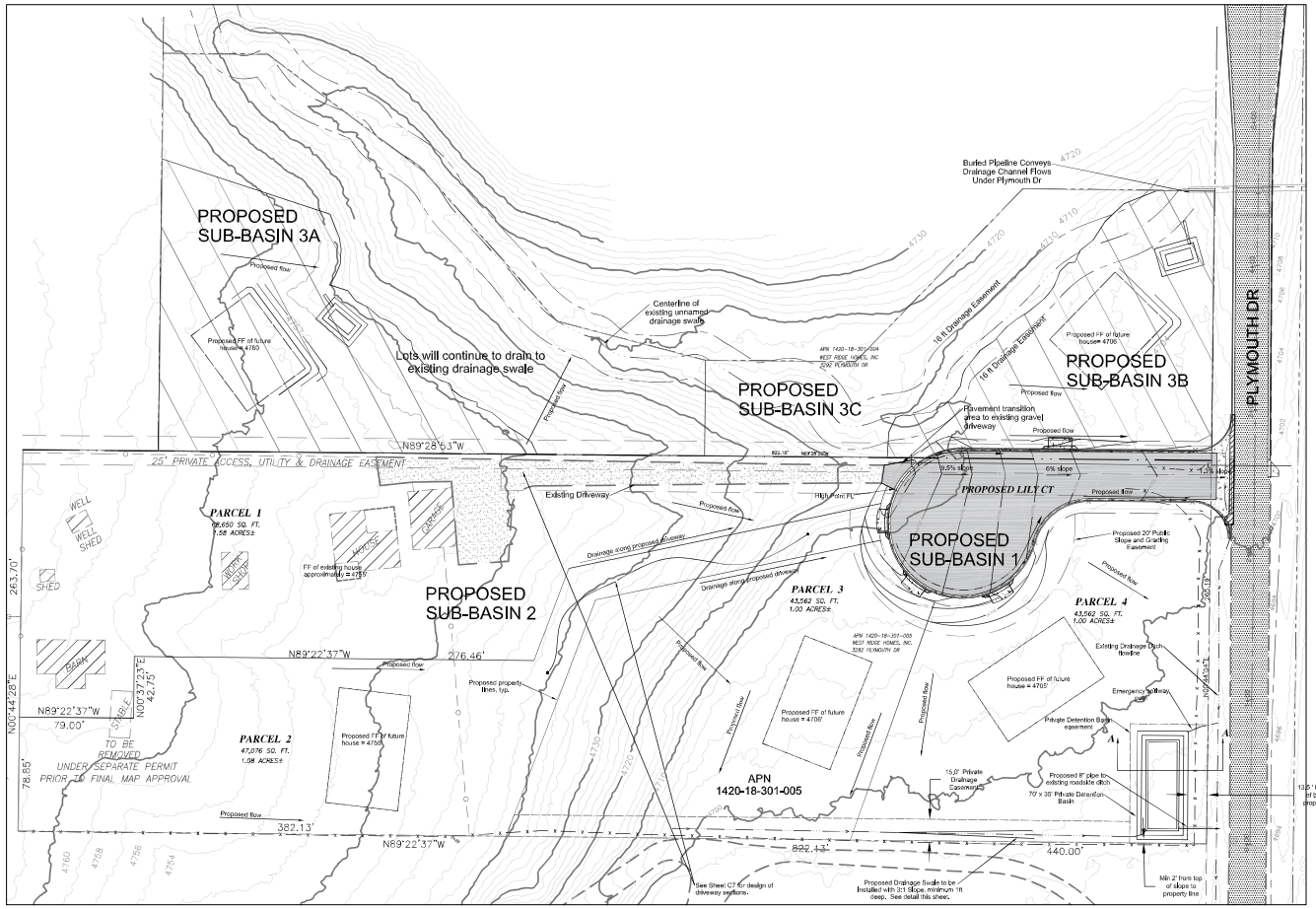
Fuller Consulting, PLLC
Land and Boundary Surveys
A Professional Limited Liability Co.
2543 Henning Lane, Minden NV 89423
(775) 265-5266 tmf@fullersurveys.com

No.	REVISIONS	DATE	BY

DATE: MAY, 2024
SCALE: 1"=40'
DRAWN BY: EAF
CHECKED BY: EAF

SHEET 2 OF 2

TENTATIVE SUBDIVISION MAP
LILY COURT SUBDIVISION



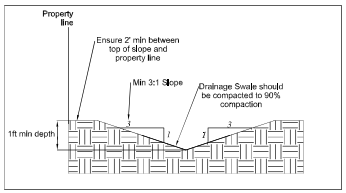
NOTE: 2-foot Topography Lines Obtained from Douglas County GIS system. APN Lines were obtained from the legal description for the subject parcel. All other Parcel Lines were obtained from a CAD file provided by the Surveyor completing the parcel map.

Existing site features have been identified from field visits, review of google earth aerials and mapping software, review of previous engineering drawings, and Douglas County GIS resources.

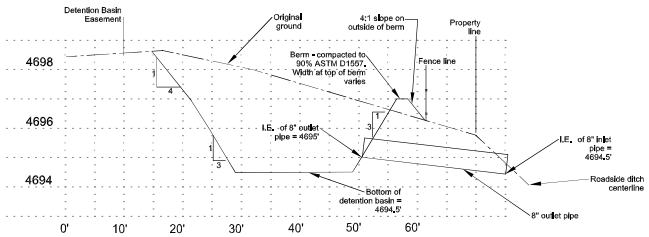
All utility line locations are approximate and will need to be verified by contractor in the field.

Entire parcel is within the Zone X Un-shaded flood zone.

LOT LINE DRAINAGE SWALE DETAIL N.T.S.



DETENTION BASIN PROFILE A-A



HORIZONTAL SCALE: 1" = 10' VERTICAL SCALE: 1" = 2'

SCALE
40 0 20 40 80 160 FEET
1 inch = 40 ft.

Stanko Consulting, LTD
A Professional Engineering Company
1306 S. College Ave., Suite 102
Fort Collins, CO 80524
(719) 387-2313
email: info@stankoconsulting.com
www.stankoconsulting.com

Know what's below. Call before you dig. 811

DRAINAGE PLAN

3282 PLYMOUTH DRIVE SUBDIVISION MAP
LILY CT IMPROVEMENTS AND UTILITY EXTENSIONS

BY	
REVISIONS	
DATE	
JOB NUMBER:	
DRAWN BY:	MTJ
CHECKED BY:	
DATE:	2-15-2024
SHEET No.	C8
OF	12 SHEET(S)

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

3394 JAMES LEE PARK ROAD #A
CARSON CITY, NEVADA 89705
TEL: (775) 267-2805 FAX: (775) 267-3510
www.indianhillsnevada.com

April 9, 2024

Re: Water and Sewer Service to APN:1420-18-301-004.

Dear Mr. Johnson,

This letter is issued by Indian Hills GID in response to the ability to provide water and sewer service to APN: 1420-18-301-004 for potential development of the parcel. The extent of the proposed development is unknown at this time as no development applications have been made to the County of Indian Hills GID.

Based on the District's review of the available information, and since the parcel has been annexed into the District, the District is legally and physically able to provide water and sewer services to APN: APN:1420-18-301-004 subject to the following conditions:

- Will Serve Requests shall be submitted to and approved by the District for future water and sewer connections and all associated fees paid. Will Serves will be based on the final proposed extents of the development.
- The District's Board of Trustees will need to review and approve the Will Serve Requests and will also need to review any parceling of the existing property (also subject to Douglas County Development Code).
- Final Improvement plans (stamped by a Registered Engineer) for all future improvements shall be submitted to the District for the District's engineer to review and approve prior to construction. It is anticipated that approximately 350-400 feet of new 8" waterline will be required to serve the parcel and proposed parcels; however, the arrangement of the proposed parcels may require additional improvements. There is an existing sewer main in Plymouth Road that can service sewer to the parcel and proposed parcels. The extension of sewer facilities will be dependent on the final arrangement of the parcels.
- Water rights in the quantity estimated for future and current facilities will need to be dedicated to the District. This may be in the form of a domestic well credit or other water rights. However, the intended use for the parcel may exceed the domestic well credit capacity, in which case other water rights will need to be dedicated to the District per the District's Water Right Dedication Policy. Please see attached Water Right Review from Lumos & Associated, dated March 22, 2024.
- Payment of all District's fees.
- Connection fees will need to be paid at the time of building permit.

If you have any additional questions or need further assistance, please do not hesitate to contact the IHGID office at 3394 James Lee Park Road, Carson City, 775-267-2805.

Sincerely,

Chris Johnson
General Manager

LUMOS & ASSOCIATES

Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

March 22, 2024

Chris Johnson, General Manager
INDIAN HILLS G.I.D.
3394 James Lee Park Road #A
Carson City, NV 89705

Subject: Lily Court Tentative Subdivision Map – Water Right Review

Dear Chris:

The owner of the proposed Lily Court project (to be served from Plymouth Drive) has provided a Water Rights Dedication Deed for the proposed water to service their new parcels.

The previous Lily Ct. and Tenant Lane projects proposed by the Owner will now be combined into one project, which is intended to have 6 ultimate parcels (with 1 existing home remaining on a portion of the original parcel, and 5 new parcels divvied up from the remainder of the lot). The existing parcel currently obtains water from a domestic well. All 6 parcels will be required to be served water from the IHGID system per the annexation approval for the original APN and per District policy.

Per the District's water right policy, all new parcels created in the district will be required to dedicate water right to the District based upon the District's dedication rate set by the Nevada Division of Water Resources. The current dedication rate for IGHID is 0.6 acre-ft per EDU. Additionally, parcels that are currently served by a domestic well will be required to plug their well and dedicate a domestic well credit to IHGID in lieu of dedicating water rights.

For the 5 new parcels to be served by the District a total of 5 x 0.6 acre-ft/EDU or 3.0 acre-ft of water rights in good standing with a manner of use of either Quasi Municipal (QM) or Municipal will need to be dedicated to the District. For the existing parcel served by a domestic well, the well must be abandoned and a domestic well credit dedicated to IHGID.

The proposed water rights included in the Water Rights deed contained the following details:

- Permit # 24674
- Certificate #8292
- Diversion Rate – 0.06 cfs
- Duty – 4.0 acre-ft
- Manner of Use – Irrigation

Based on my review of the submitted information I would recommend approval/acceptance of the granted water rights by the board contingent to the following conditions:

- Applicant shall file with the Division of Water Resources a Change Application to change the Manner of Use (to QM), Place of Use, and Point of Diversion.

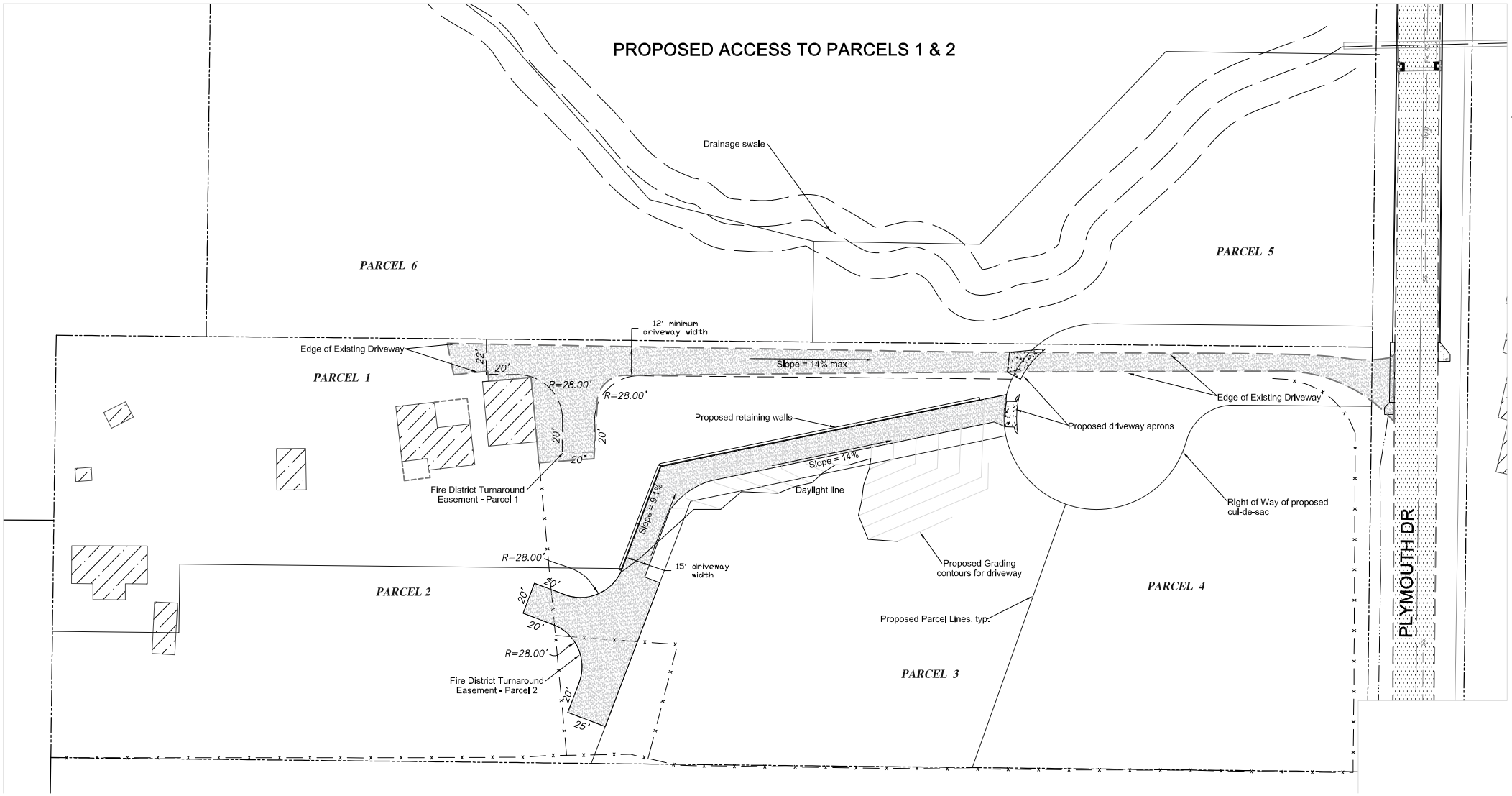
  - The Place of Use and Point of Diversion Information will be obtained for the applicant by IHGID and provided.
  - Note that the Change in Manner of Use from Irrigation to QM will result in a reduction in the available water rights which will be determined by the Division of Water Resources. The final available water must be equal to or greater than the required dedication quantity.
- Final acceptance of the Water Rights Dedication by the Board should be contingent upon the approval by the State Engineer of the Change Application mentioned above.
- The Final Map approval by IHGID is contingent on the Approval of the Division of Water Resources of the water rights proposed for dedication.
- The Final Map approval by IHGID is contingent on the receipt of the Domestic Well Credit (or a water right equivalent in the event there are issues obtaining the Domestic Well Credit).
- The applicant shall prepare and file the required Report of Conveyance documents to officially change the ownership of the water rights to IHGID. This filing should be done concurrently with the proposed Change Application.
- IHGID/Lumos shall be provided copies of all Change Application and Report of Conveyance documents at the time they are submitted to the Division of Water Resources.
- Payment of all District's Fees for review and related coordinate for the water right dedication, etc.

If there are any questions or concerns please feel free to contact me.

Sincerely,

Collin Sturge, P.E.
District Engineer for IHGID

CC: Mark Johnson


PROPOSED ACCESS TO PARCELS 1 & 2
Drainage swale
PARCEL 6
PARCEL 5
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
12' minimum driveway width
Edge of Existing Driveway
22'
20'
R=28.00'
R=28.00'
Slope = 14% max
Edge of Existing Driveway
Proposed retaining walls
Proposed driveway aprons
Slope = 14%
Slope = 9.1%
Daylight line
Right of Way of proposed cul-de-sac
Fire District Turnaround Easement - Parcel 1
R=28.00'
15' driveway width
Proposed Grading contours for driveway
Proposed Parcel Lines, typ.
R=28.00'
Fire District Turnaround Easement - Parcel 2
25'
PLYMOUTH DR

Lily Ct Subdivision

Tentative Subdivision Map Approval Request – Douglas County

Location:	3282 Plymouth Drive
	APN 1420-18-301-017
Owner:	West Ridge Homes, Inc.
Engineer:	Mark Johnson PE
	Michael Stanka PE
	Stanka Consulting, LTD

Stanka Consulting, LTD
A Professional Engineering Company

Project Description

- The parcel to be subdivided consists of 7.59 acres
- Will be subdivided to create 6 single-family residential lots
- Size of Lots 1.00 acre to 1.54 acre each. All lots will access a proposed cul-de-sac. No lot will have direct access onto Plymouth Drive.
- The parcel is located on the west side of Plymouth Drive, just north of the intersection with US 395, within the Jacks Valley / Indian Hills Community Plan
- APN: 1420-18-301-17 is owned by WEST RIDGE HOMES, INC.
- The parcel is zoned SFR-1 (Single-family Residential-1 acre parcel size) with a Master Plan designation of Single-Family Estate.
- The floodplain designation is Zone X (0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) per the FIRM map 32005C0060G dated January 20, 2010.
- The proposed development will connect to community water and sewer through the Indian Hills GID. The property has been annexed into the Indian Hills GID.

Stanka Consulting, LTD
A Professional Engineering Company

Location Map – 3282 Plymouth Drive, Minden Nevada



Project Location
3282 Plymouth Dr

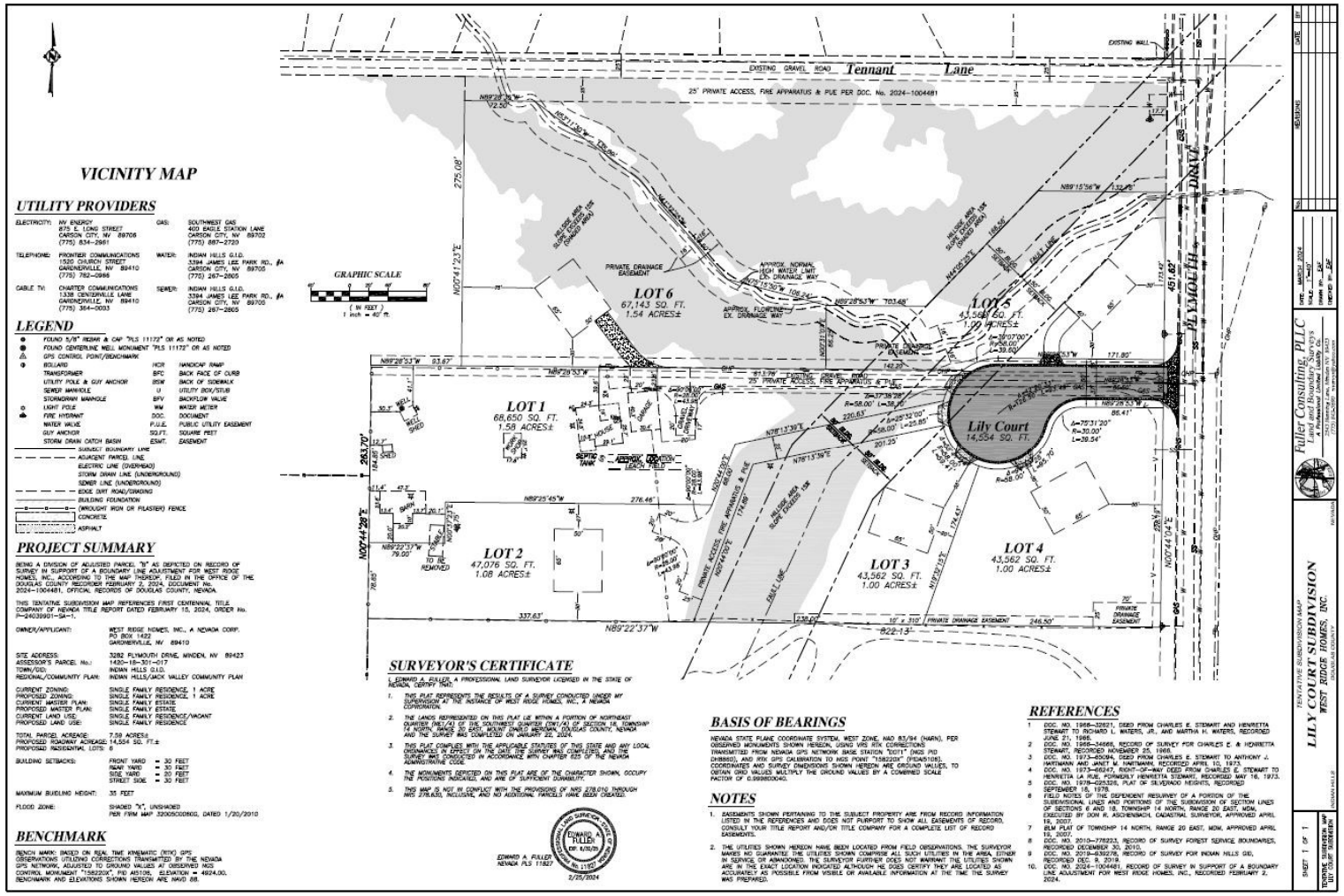
Stanka Consulting, LTD
A Professional Engineering Company

Current Aerial – 3282 Plymouth Dr



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A Professional Engineering Company

Tentative Subdivision Map



Stanka Consulting, LTD
A Professional Engineering Company

History

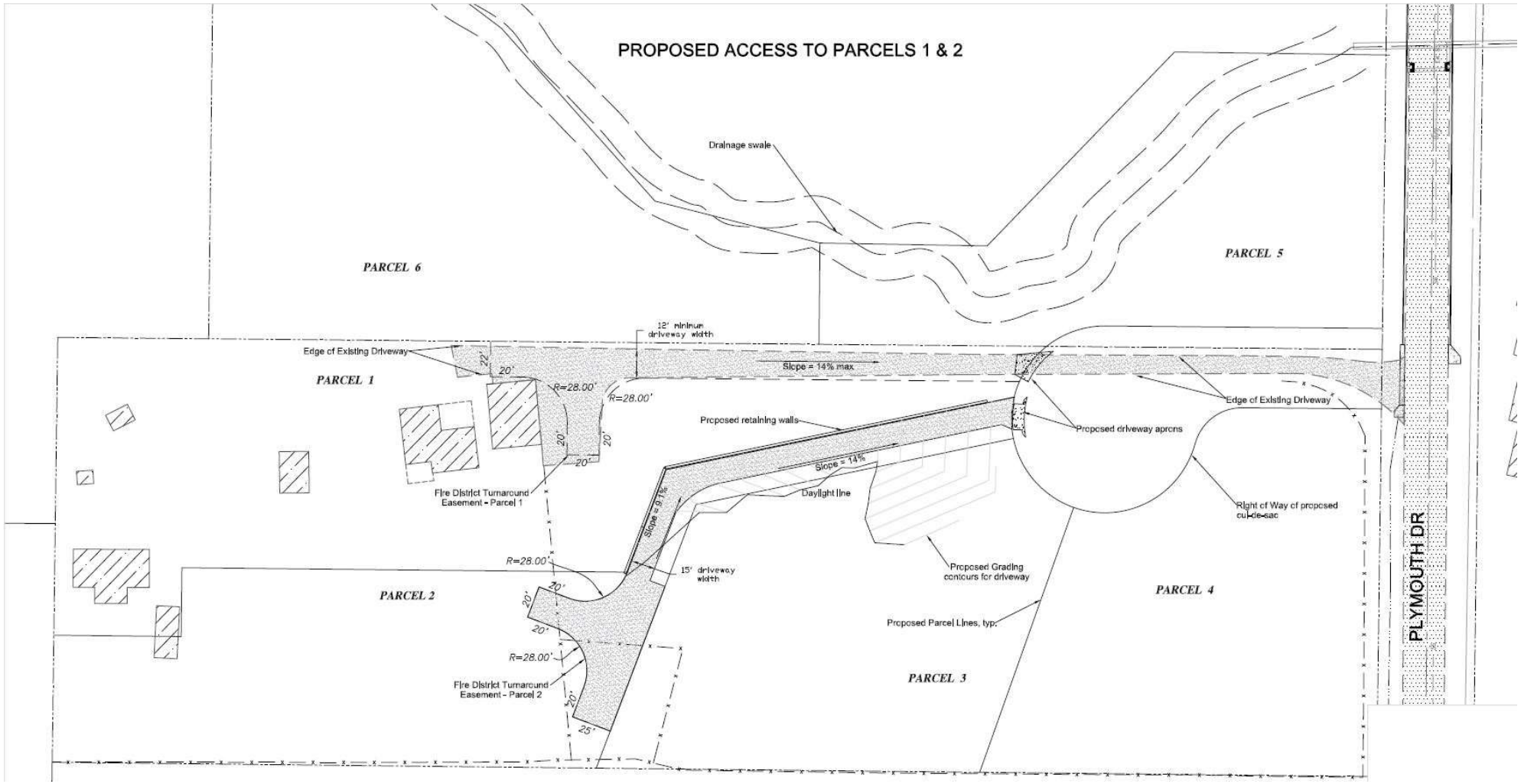
- Tentative Parcel Map approved December 10, 2020.
- Due to a change of ownership after the 2020 approval and subsequent redesign of the proposed lot layout, a new Tentative Parcel Map was submitted and approved on August 12, 2021.
- Extension to Parcel Map approval approved on July 26, 2022.
- Applicant decided to change Parcel Map to Subdivision Map and revised the boundary line between 3282 and 3292 Plymouth Drive, both of which are owned by applicant.
- Tentative Subdivision Map applied for on April 21, 2024.
- Indian Hills GID approved the project at their June 26, 2024 meeting. This included a 50ft Right of Way for the proposed Lily Court.
- Water and sewer lines have been stubbed off of Plymouth Drive to 3282 Plymouth Drive so no street cuts will be needed. Dry utilities are all stubbed to the property.
- The Site Improvement Permit was previously approved for the Tentative Parcel Map in 2022. No change to the construction plans will be needed except for the addition of sidewalks to meet Indian Hills GID standards.

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A Professional Engineering Company

Current Status and Future Work

- Once Tentative Subdivision Map is approved, Site Improvement Permit will be quickly applied for.
- Once Site Improvement Permit is approved, construction will begin in earnest.
- Final Map approval will be sought either after construction is complete or a bond is approved by Douglas County.
- Applicant has already invested substantial resources into the project to bring it to this point. This project is shovel-ready.
- In addition, the following slide details the proposed grading for the driveway access to Parcels 1 and 2. This grading plan is from the Site Improvement Permit plans approved by Douglas County in 2022 which were submitted in support of the Tentative Parcel Map approved in 2021. It is anticipated that this grading plan will not change when the new Site Improvement Permit is submitted in support of this Tentative Subdivision Map.

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A Professional Engineering Company


PROPOSED ACCESS TO PARCELS 1 & 2
Drainage swale
PARCEL 6
PARCEL 5
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
12' minimum driveway width
Edge of Existing Driveway
22'
20'
R=28.00'
R=28.00'
Slope = 14% max
Edge of Existing Driveway
Proposed retaining walls
Proposed driveway aprons
Slope = 14%
Slope = 9.1%
Daylight line
Fire District Turnaround Easement - Parcel 1
Right of Way of proposed cul-de-sac
R=28.00'
15' driveway width
Proposed Grading contours for driveway
Proposed Parcel Lines, typ.
R=28.00'
Fire District Turnaround Easement - Parcel 2
25'
PLYMOUTH DR

Contact Information

Stanka Consulting, LTD
A Professional Engineering Company

Address
502 East John Street, STE B
Carson City, Nevada 89706

Phone
(775) 885-9283

Email
michael@stankaconsulting.com

Stanka Consulting, LTD
A Professional Engineering Company

AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion on the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Drayton Trust (Pleasantview); (b) Aloha/Rain Shadow Ranch (Phase 1); (c) Maryanne Road LLC (Rain Shadow Ranch Phases 2 and 3); and (d) Valley Vista Estates. (Andrea Pawling and Tom Dallaire)

RECOMMENDED MOTION:
Approve the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Drayton Trust (Pleasantview); (b) Aloha/Rain Shadow Ranch (Phase 1); (c) Maryanne Road LLC (Rain Shadow Ranch Phases 2 and 3); and (d) Valley Vista Estates.

FINANCIAL IMPACT:
The financial impact is unknown at this point. Community Development and Public Works Road Department are partnering on the development of a plan to build out all or a portion of Drayton Blvd. to connect as a secondary access road and connection to a trail for pedestrians in the surrounding residential neighborhoods.

BACKGROUND:
Douglas County Community Development has prepared a 24-month review for the following development agreements: (a) Drayton Trust (Pleasantview); (b) Aloha/Rain Shadow Ranch (Phase 1); (c) Maryanne Road LLC (Rain Shadow Ranch Phases 2 and 3); and (d) Valley Vista Estates. A brief summary and status of the projects under review is provided in the attached presentation and staff report. Copies of the four development agreements and any subsequent amendments are also attached. In addition, the Community Development Department can make copies of the Development Agreements available to the public upon request.

Under NRS 278.0205 and Douglas County Code provisions, the County is responsible for reviewing development agreements every 24 months and determining whether the parties to the agreements are in good standing. These 24-month reviews were delayed by one month due to difficulty providing notice

to the parties. All parties have now been provided with a 30-day notice ahead of the Board of County Commissioners' consideration.

ATTACHMENTS:
BOCC Staff Report 08.01.24 & Attachments.pdf
08.01.24 BOCC- 24-Month Development Agreement Reviews (Combined).pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rentals

MEMORANDUM

Date: August 01, 2024

To: Douglas County Board of Commissioners

From: Andrea Pawling, Deputy Director
Tom Dallaire, Director
A.J. Hames, Deputy District Attorney

Subject: Twenty-Four Month Review of Development Agreements

I. RECOMMENDATION

Accept the Community Development Department's report on the following Development Agreements, pursuant to the 24-month review required by Nevada Revised Statute (NRS) 278.0205:

1) Drayton Trust (Pleasantview)
2) Aloha/Rain Shadow Ranch (Phase 1)
3) Maryanne Road, LLC (Aloha/Rain Shadow Ranch Phases 2 & 3), and
4) Valley Vista Estates

II. OVERVIEW

Under NRS and Douglas County Code provisions, the County is responsible for reviewing Development Agreements every 24-months and determining whether the owner is in good standing. All parties were sent a 30-day notice ahead of the discussion with the Board of County Commissioners. A brief summary and status of the projects under review is provided below.

In addition, the Community Development Department can make copies of the Development Agreements available to the public upon request.

III. PROJECT SUMMARY/STATUS

Drayton Trust (Pleasantview) – Greg Lynn

The 199-unit subdivision was approved in March 1988 and is located south of Dresslerville Lane in the Gardnerville Ranchos Community Plan. The owner and the County entered into the development agreement on March 1, 1990. There have been three amendments to the development agreement. With the third amendment, the Board approved new language allowing for the last final map (4 lots) to be recorded within 180 days of the completion of subdivision improvements required of the adjacent Aloha Ranch (originally called Rainshadow Ranch) Planned Development or within eight years of the effective date of the third amendment of the Drayton Trust Development Agreement, whichever occurs first. The Aloha Ranch Planned Development expired on December 20, 2011, because a Phase 2 final map was not recorded. Therefore, the developer had eight years from the effective date of the development agreement, or until October 19, 2014, to complete subdivision improvements, including Rubio Way, and to record a final map. In August 2014, the developer filed for a fourth amended development agreement to extend the time to record phase 10 of the project. The Board considered and approved the fourth amendment on October 2, 2014 (ref. Ord. no 2014-1422). A Notice of Completion was issued on Phase 10 improvements, including Rubio Way in May of 2019, and on June 21, 2019, the last final map for Pleasantview (Phase 10) was recorded.

The development agreement included a timeline for Douglas County to complete the construction of Drayton Boulevard within ten (10) years of the final map for Phase 10 recording. Since the final map for Phase 10 has been recorded, the timeline for completion of Drayton Boulevard has started and per the agreement, the road must be completed by June 21, 2029.

However, the construction of Drayton Boulevard was discussed with the Regional Transportation Commission during the July 1, 2020, RTC meeting and after a discussion, a motion was made and approved to recommend to the BOCC to remove the construction of Drayton Blvd from the 5-year transportation plan and to consider removing it from the master plan as a road to be built in the future. At this time, we are exploring alternative options regarding Drayton Boulevard. Such options would likely require revisions to the development agreement, which would have to be approved by the owner.

This development is compliant with the Development Agreement.

Aloha (Rain Shadow Ranch Phase 1) – Greg Lynn, Carson Valley Homesites

The 43-lot single-family residential subdivision and planned development was approved in September 2004. The project is located south of Centerville Lane, and west of Drayton Boulevard (extended) in the Gardnerville Ranchos community. The owner and the County entered into a development agreement on December 7, 2004. The agreement has been amended twice. The first amendment was approved in 2008 which allowed the following: 1) amendment to the phasing and development schedule, 2) extending the time for recording a final map, 3) adjusting the timing of payments for transportation improvements, and 4) extending the timing of the construction of Drayton Boulevard by the County. The second amendment was approved in October 2014 which

adjusted the payment amounts due to a modification to the planned development that increased the unit count in Phase 1 by one unit.
The provisions of the agreement require the owner to contribute funds for future improvements to Drayton Boulevard prior to the issuance of any building permits for phase 1, as well as the dedication of off-site access, and cost contribution for improved drainage for Drayton Boulevard, if needed. In turn, the County is obligated to construct Drayton Boulevard ten years after the final payment is received, which is collected at the issuance of a building permit. All of the 18 lots have been recorded for phase 1 and (17) of the (18) building permits have been issued to date. Per the agreement, the ten (10) year timeline to complete Drayton Boulevard will commence with the issuance of this final building permit.

Phases 2 and 3 of the subdivision have expired (see discussion under Maryanne Road LLC, below, which reinstated those phases of the project).

This development is compliant with the Development Agreement.

Maryanne Road, LLC (Aloha/Rain Shadow Ranch Phases 2 & 3) –
Kevin Lane, KRL Enterprises

The 27-unit subdivision was approved by the Board as a Planned Development (PD) modification on May 5, 2016, allowing the division of 22.20 acres into 27 single-family residential lots located at 1150 Kingston Lane in the SFR1/2 PD zoning district. The County and the owner entered into a development agreement on July 7, 2016.

The agreement requires the developer to contribute toward the future construction of Drayton Boulevard and other off-site improvements related to the traffic generated by the 2004 Rain Shadow Ranch subdivision. The total cost to the owner is $51,627.94. The Phase 3 final map was recorded on July 17, 2018. The agreement states that if the funds held by Douglas County are not used for the construction of improvements contemplated within 10 years of the final payment, then they must be returned to Maryanne or its successors in interest. Per the agreement, the ten (10) year timeline to complete Drayton Boulevard will commence with the issuance of the two final building permits.

This development is compliant with the Development Agreement.

Valley Vista Estates - Randy Bling, Florsheim Homes

This 261-lot residential subdivision was approved in April 1992 and is located on the south side of Jacks Valley Road, west of Vista Grande Boulevard in the Indian Hills/Jacks Valley Community Plan. The County and the owner entered into a development agreement on August 5, 1993. Three amendments to the development agreement have been approved dealing with the timing of recording the next-phased final maps. All of the final maps have been recorded. The work was inspected for the one-year warranty period, and the Indian Hills General Improvement District (IHGID) has accepted the public improvements. However, IHGID refused the dedication of the open space parcel which would contain a required trail easement for access and maintenance.

The developer worked with IHGID to offer solutions in finding an entity to accept the dedication of the parcel and trail easement, however, IHGID did not feel comfortable accepting the solutions offered. At this time, the County is working on a solution with IHGID to rectify this issue. The County would like to bring back and repeal this Development Agreement once a solution is met.

This development is compliant with the Development Agreement.

Conclusion

Based on the discussion above, staff recommends the Board of County Commissioners accept the Community Development Department's Staff Report pursuant to NRS 278.0205.

Attachments:

1. *Staff Presentation; to include photos of the current standing of each Development Agreement.*
2. *Initial Letters sent to the contact list.*

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rental Division

July 1, 2024

Greg Lynn
Pleasantview - Drayton Trust
945 Rubio Way
Gardnerville, NV 89460

Re: Development Agreement for Pleasantview – Drayton Trust
24-Month Review

To Whom It May Concern:

This letter serves as notice that the Board of County Commissioners will review the Development Agreement between Douglas County and Pleasantview – Drayton Trust, at their meeting on **August 01, 2024.**

The meeting will be held in the Douglas County Commissioner Meeting Room of the County Administration Building, 1616 Eighth Street, Minden, Nevada, beginning at 10:00 a.m. This 24-month review is being conducted pursuant to Nevada Revised Statutes 278.0205 and Douglas County Code 20.400.050.

The final agenda will be posted here - https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

Should you wish to discuss any issues in regards to this Development Agreement, please contact me at (775) 782-6210.

Sincerely,

Andrea L. Pawling
Deputy Director

cc: District Attorney's Office
File

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

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Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rental Division

July 1, 2024

Greg Lynn
Carson Valley Homesites, LLC
945 Rubio Way
Gardnerville, NV 89460

Re: Development Agreement for Rain Shadow Ranch (also known as Aloha Ranch)
24-Month Review

To Whom It May Concern:

This letter serves as notice that the Board of County Commissioners will review the Development Agreement between Douglas County and Rain Shadow Ranch (also known as Aloha Ranch), at their meeting on **August 01, 2024.**

The meeting will be held in the Douglas County Commissioner Meeting Room of the County Administration Building, 1616 Eighth Street, Minden, Nevada, beginning at 10:00 a.m. This 24-month review is being conducted pursuant to Nevada Revised Statutes 278.0205 and Douglas County Code 20.400.050.

The final agenda will be posted here - https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

Should you wish to discuss any issues in regards to this Development Agreement, please contact me at (775) 782-6210.

Sincerely,

Andrea L. Pawling
Deputy Director

cc: District Attorney's Office
File

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

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website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rental Division

July 1, 2024

Kevin Lane
KRL Enterprises, Inc.
PO Box 71
Zephyr Cove, NV 89448

Re: Development Agreement for Maryanne Road, LLC (Rain Shadow Ranch Phases 2 and 3)
24-Month Review

To Whom It May Concern:

This letter serves as notice that the Board of County Commissioners will review the Development Agreement between Douglas County and Maryanne Road, LLC (Rain Shadow Ranch Phases 2 and 3), at their meeting on **August 01, 2024.**

The meeting will be held in the Douglas County Commissioner Meeting Room of the County Administration Building, 1616 Eighth Street, Minden, Nevada, beginning at 10:00 a.m. This 24-month review is being conducted pursuant to Nevada Revised Statutes 278.0205 and Douglas County Code 20.400.050.

The final agenda will be posted here - https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

Should you wish to discuss any issues in regards to this Development Agreement, please contact me at (775) 782-6210.

Sincerely,

Andrea L. Pawling
Deputy Director

cc: Maryanne Road, LLC
David Hagen, Welsh Hagen Associates
District Attorney's Office
File

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
DIRECTOR

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Building Division
Engineering Division
Planning Division
Code Enforcement
Vacation Home Rental Division

July 1, 2024

Randy Bling
Florsheim Homes
1701 W. March Lane, Ste. D
Stockton, CA 95207

Re: Development Agreement for Valley Vista
24-Month Review

To Whom It May Concern:

This letter serves as notice that the Board of County Commissioners will review the Development Agreement between Douglas County and Valley Vista, at their meeting on **August 01, 2024.**

The meeting will be held in the Douglas County Commissioner Meeting Room of the County Administration Building, 1616 Eighth Street, Minden, Nevada, beginning at 10:00 a.m. This 24-month review is being conducted pursuant to Nevada Revised Statutes 278.0205 and Douglas County Code 20.400.050.

The final agenda will be posted here - https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

Should you wish to discuss any issues in regards to this Development Agreement, please contact me at (775) 782-6210.

Sincerely,

Andrea L. Pawling
Deputy Director

cc: Indian Hills General Improvement District (IHGID)
District Attorney's Office
File

24-Month Reviews of Development Agreements

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- Maryanne Road, LLC (Aloha/Rainshadow Ranch-Phases 2 & 3).....**TAB #3**
- Valley Vista Estates.....**TAB #4**

Drayton Trust (Pleasantview)

Development Agreement

- Original Agreement (Document 1990-221106)
- First Amendment (Document 2000-501579)
- Second Amendment (Document 2003-598230)
- Third Amendment (Document 2006-686545)
- Fourth Amendment (Document 2014-851138)

NF
PW
John Renz

FILED
90-09

'90 MAR -1 P4:42

CLERK
BY Sondra Gordon DEPUTY

Dated February 8 1990

DEVELOPMENT AGREEMENT

DRAYTON TRUST

and

DOUGLAS COUNTY, NEVADA,
a political subdivision of
the State of Nevada

221106

BOOK 390 PAGE 101

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221106

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this _____ day of _____, 1990, by and between THE DRAYTON TRUST, JOHN DRAYTON, TRUSTEE, as the developer of that certain project known as Pleasantview, hereinafter referred to as "DEVELOPER", and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY",

W I T N E S S E T H :

WHEREAS, Pleasantview, encompassing the area described in Exhibit "A", is a development project consisting of one-hundred ninety-one (191) lots of 12,000 square feet minimum in size and eight (8) lots 2+ acres in size; and

WHEREAS, on March 3, 1988, the Douglas County Commissioners approved a tentative map for one-hundred ninety-nine (199) lots for the Pleasantview project, a copy of the official minutes of such action are attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, one of the conditions of the approval referenced above in Exhibit "B" was that a Development Agreement be prepared to set forth the conditions and terms of approval relating to the Pleasantview project; and

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WHEREAS, COUNTY and DEVELOPER desire to hereafter have the provisions of this Development Agreement govern the development activities of the Pleasantview project;

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants, conditions, and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

Pleasantview is a subdivision development project within the E-1 and A-2 zone designations together with all of the uses accessory to and customarily incidental to the above-referenced zones, including all height and bulk regulations.

Based on the present tentative map approval, the Pleasantview project will be comprised of approximately 199 single family lots as depicted on the approved tentative map.

The aforementioned approval of the Pleasantview Tentative Map and its Development Agreement shall serve as the intent by the COUNTY to approve the various final maps of the Pleasantview project, provided that all of the requisite conditions set forth herein are met.

II.

ADMINISTRATION OF PROJECT DEVELOPMENT

The project shall be developed in accordance with the approval by the Douglas County Commissioners set forth in

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Exhibit "B" with the following characteristics and requirements:

2.1 Phasing: The Pleasantview project is anticipated to be developed in a number of phases. No phase shall be less than 10 percent of the total approved number of lots on the tentative map.

Any of the final map phases undertaken by DEVELOPER may proceed concurrently with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent development so long as the terms of this agreement are adhered to.

2.2 Utility Connections: Within the project, natural gas, tv cable, telephone and electrical power shall be provided by DEVELOPER to each lot and shall be placed underground to each lot.

2.3 Final Map Financial Assurance: The approval of the anticipated final maps on each phase of the project shall require a letter of credit to insure completion of all or any portion of the public improvements within such phase equal to one hundred fifty percent (150%) of the estimated construction costs for such improvements. Any assurance provided shall be periodically reduced in accordance with County approval in order that the entire assurance will be exonerated on final completion of improvement construction. DEVELOPER, at his discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of

221106

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posting such letter of credit or other security. Public improvements include streets, curbs, sidewalks, sewer system, storm drain system, and water system where the same are dedicated to a public agency or body.

2.4 Grading, Drainage, and Erosion Control Measures: A grading, drainage, and erosion control plan shall be submitted with the final map for each of the various phases of the project and shall be subject to approval by the COUNTY staff.

2.5 Restrictive Covenants: Prior to filing the final map for each phase of the project, DEVELOPER shall prepare and submit to the COUNTY conditions, covenants, and restrictions (CC&R's) intended to apply to the property contained within that phase of the project.

2.6 Expiration by Inaction: The project shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the Unit I Final Map for the Pleasantview project is not filed for recordation by April 3, 1990. In such event, DEVELOPER must make reapplication to the Board as if it were a new project. If the Unit I Final Map is filed on or before April 3, 1990, then this Agreement shall automatically extend for an additional one (1) year period from such date of recordation within which time the next succeeding phase map must be filed. So long as DEVELOPER files each phase within the one (1) year extension periods provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect.

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DEVELOPER may request an additional one-year extension beyond that contemplated above if done in writing prior to expiration for each phase or final map.

2.7 Further Covenants: The COUNTY shall not require payments, contributions or economic concessions as a condition for approvals, authorizations or permits contemplated within or by this Development Agreement other than as provided for herein, or as provided in the Board Approval of March 3, 1988, except for taxes, fees, or other charges applied on a uniform basis by COUNTY to all similarly situated development projects.

III.

PUBLIC SAFETY COMPONENTS

3.1 Fire: DEVELOPER shall construct all improvements in accordance with the Nevada fire code and applicable Douglas County requirements.

DEVELOPER shall pay a $400.00 per unit fire fee to the East Fork Fire Protection District prior to recordation of each phase's final map.

GRID shall provide adequate fire flows as approved by the East Fork Fire Protection District.

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

COUNTY understands and agrees that a separate agreement has been entered into by and between the DEVELOPER and

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the Gardnerville Ranchos General Improvement District for annexation of Pleasantview lands to the District. Services for water and sewer are to be provided pursuant to the provisions of said agreement to the Pleasantview project.

V.

TRANSPORTATION IMPROVEMENT COMPONENTS

5.1 Project Streets: All streets within the project will be designed in accordance with paved county road standards. Final structural section design shall be based on R values of existing soils and proposed traffic indexes.

5.2 Centerville Lane: The extension of Centerville Lane to the subdivision shall be constructed to County standards within the first phase of the project. The intersection of Centerville Lane and Rubio Way shall be completed prior to the issuance of Certificates of Occupancy for homes built in the second phase of the project. A letter of credit shall be submitted for 150 percent of the estimated costs of the intersection upon receipt by Developer of design approval by NDOT and the County Engineer.

5.3 Rubio Way: Rubio Way from Centerville Lane to the southern boundary of the subdivision shall be constructed to County standards within the last phase of the project.

5.4 Sorenson Lane: COUNTY shall acquire the necessary right-of-way and construct Sorenson Lane from the eastern boundary of the subdivision to Tillman Lane within one year of the

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subdivision map phase which provides for Sorenson Lane within the subdivision. DEVELOPER shall reimburse County for all costs of acquisition and improvements. In the alternative, DEVELOPER may acquire the right-of-way and construct the improvements noted above rather than COUNTY when the subdivision map phase, which contains Sorenson Lane, is constructed. COUNTY shall assist in the acquisition of the right-of-way if necessary.

If the lands along Sorenson Lane, outside the Pleasantview project, are developed by another party prior to the requirement to improve Sorenson Lane and Sorenson Lane is improved, then no improvements or payments are required of the DEVELOPER.

5.5 Arterial Roadway: As required in the approval of the tenative map, the major arterial shall be constructed by Douglas County, including a sound barrier wall, at such time as the County determines to construct the roadway. DEVELOPER shall dedicate the arterial with the final map for the first phase of the project.

5.6 Reimbursement and Contribution Provisions:

Under equitable and lawful circumstances, COUNTY may require payment to DEVELOPER from properties which utilize the improvements constructed by DEVELOPER for Sorenson Lane or other improvements as determined by COUNTY, but under no circumstances shall COUNTY be required to pay any portion of this payment to DEVELOPER, whether such claim be made against COUNTY by DEVELOPER or its successors and assigns or any other party. DEVELOPER or its successors and assigns shall be responsible for informing COUNTY

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when reimbursement may be appropriately assessed from other parties. Determination of payment shall be based upon an equitable distribution, as determined by COUNTY, of improvement costs advanced by DEVELOPER. The reimbursement shall be based upon industrial, commercial, or residential project approved by COUNTY. All payments would be due and payable to DEVELOPER or its successors and assigns as a condition to issuance of a building or construction permit. The reimbursement provision shall terminate ten years from the execution of this agreement.

VI.

PROJECT CONSTRUCTION REQUIREMENTS

All construction on the project shall be done in accordance with the Standard Specifications for Public Works Construction as adopted by Douglas County and all other applicable state and local codes, ordinances, statutes in effect on the date of this Agreement, and the project shall adhere to all conditions as required by the Board of Commissioners in their approval of the Pleasantview project on March 3, 1988, as referenced in Exhibit B, attached hereto.

DEVELOPER may apply for and receive building permits upon completion of the water system and street improvements which provide for fire flows and emergency access for the applicable phase of the Project. No occupancy permits shall be granted by County until all subdivision improvements have been installed.

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VII.

DEFAULT, REMEDIES, TERMINATION

7.1 General Provisions: Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms of conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the non-defaulting party to this Development Agreement at its option may institute legal proceedings pursuant to this Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the Douglas County Board of County Commissioners at its next regularly scheduled meeting or within thirty (30) calendar days in the manner prescribed for open meetings under the laws of the State of Nevada.

Following consideration of the facts and evidence presented in said review before the Board of County Commissioners, either party alleging the default by the other party may give

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written notice of termination of this Development Agreement to the other party.

Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

It is hereby acknowledged and agreed that any portion of the project, which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting the Project. In the event the COUNTY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed to by the parties, or the COUNTY agrees that DEVELOPER shall not be obligated to proceed with or complete the project, or any phase thereof, nor shall resulting delays in DEVELOPER'S performance constitute grounds for termination or cancellation of this Development Agreement.

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COUNTY may review this project every 24 months as provided in NRS 278.0205(1), and cancel or amend this agreement without consent of the breaching party, if the terms or conditions of this agreement are breached. Notice of intention to amend or cancel any portion of this agreement must be given by publication in a newspaper of general circulation within Douglas County by the party with such intention.

7.2 Enforced Delay, Extension of Times of Performance: In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions or delays caused, imposed, or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, any force majeure or similar bases for excused performance. If written notice of such delay is given to the COUNTY within thirty (30) days of the commencement of such delay, and extension of time for such cause shall be granted in writing for the period of the enforced delay, of danger as may be mutually agreed upon.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin

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any threatened or attempted violation. No party to this Agreement shall institute legal again without first complying without with the terms of Article VIII, Default, Remedies, Termination.

VIII.

APPLICABLE LAW

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

IX.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold the COUNTY, its elective and appointive boards, commissions, officers, agents, attorneys, and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER'S or DEVELOPER'S contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER'S contractors or subcontractors during the course of project construction and until final approval of said project. DEVELOPER agrees to, and shall defend the COUNTY and its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations during construction and until final County approval.

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X.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development and no partnership, joint venture or other association of any kind if formed by this Development Agreement. The only relationship between the COUNTY and DEVELOPER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

XI.

EFFECT OF AGREEMENT

This Development Agreement contains, defines, delineates, modifies, and expands upon all of the conditions attendant to Douglas County's approval as set forth in Exhibit "B" for the Development Agreement and approvals for the development application of DEVELOPER. No other Development Agreement is to be required to implement the project or its component parts as the same is approved and contained in the approval and conditions as set forth by the Douglas County Board of County Commissioners on March 3, 1988. This Agreement is binding upon and benefits the heirs, successors, and assigns of the parties. It is specifically agreed between the parties hereto that so long as the Drayton Trust is not in default under this Agreement that the Drayton Trust can assign this Agreement and the benefits thereof to a third party.

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Effective this 1st day of March, 1990.

"COUNTY"

DOUGLAS COUNTY, a political subdivision of the State of Nevada

By _____
MICHAEL FISCHER, Chairman
of the Board of County
Commissioners

ATTEST:

_____
Barbara J. Reed, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Brent Kolvet, District Attorney

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"DEVELOPER"

THE DRAYTON TRUST

BY _____
JOHN DRAYTON, Trustee

STATE OF NEVADA)
: ss
COUNTY OF Douglas)

On this 21st day of February, 1990, before me, the undersigned, a Notary Public, personally appeared JOHN DRAYTON, known to me to be the Trustee of THE DRAYTON TRUST, who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

_____
NOTARY PUBLIC

ANDREW K. BURNHAM
Notary Public - Nevada
Douglas County
My Appointment Expires Sept. 27, 1992

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Pleasantview

January 2, 1990
Revised January 11, 1990

A parcel of land located within a portion of Sections 16 and 17, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

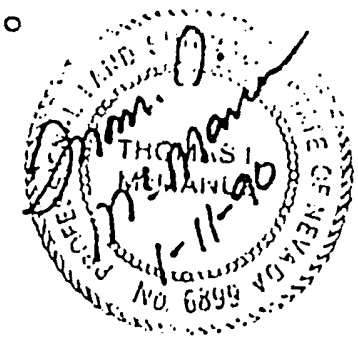
Commencing at the section corner common to Sections 8, 9, 16, and 17, T.12N., R.20E., M.D.B.&M., THE POINT OF BEGINNING; thence North 89° 42' 58" East, 1,320.79 feet; thence South 00° 09' 38" East, 553.39 feet; thence along the centerline of the Edna Ditch per Document No. 32987, Douglas County, Nevada, Recorder's Office, the following courses:

South 83° 26' 59" West, 111.21 feet;
South 53° 33' 14" West, 48.72 feet;
South 33° 40' 58" West, 145.26 feet;
South 57° 50' 19" West, 260.81 feet;
South 42° 49' 02" West, 97.01 feet;
South 18° 51' 59" West, 109.19 feet;
South 39° 57' 19" West, 88.19 feet;
South 38° 48' 38" West, 296.35 feet to the Northerly line of Gardnerville Rancho Estates Subdivision, Document No. 62493, Douglas County, Nevada, Recorder's Office; thence along the Northerly and Westerly lines of said Subdivision South 89° 44' 13" West, 520.61 feet; thence South 00° 18' 52" East, 447.73 feet; thence along the Westerly bank of the Edna Ditch per said Document No. 62493, the following courses:

South 58° 14' 27" West, 21.01 feet;
South 44° 13' 21" West, 102.09 feet;
South 46° 38' 56" West, 76.75 feet;
South 57° 49' 08" West, 84.46 feet;
South 65° 25' 34" West, 85.98 feet;
South 56° 20' 51" West, 93.23 feet;
South 29° 38' 10" West, 113.80 feet;
South 25° 15' 42" West, 109.64 feet;
South 16° 37' 33" West, 91.49 feet;
South 16° 38' 44" West, 108.10 feet;
South 12° 53' 19" West, 225.37 feet to the southerly property line;

thence South 89° 45' 31" West, 682.69 feet;
thence North 00° 18' 53" West, 1,319.92 feet;
thence North 89° 28' 38" East, 436.79 feet;
thence North 00° 05' 27" West, 295.49 feet;
thence North 00° 17' 12" West, 296.87 feet;
thence South 89° 54' 40" West, 108.84 feet;
thence North 00° 56' 22" West, 264.00 feet;
thence North 88° 50' 07" West, 326.28 feet;
thence North 00° 19' 33" West, 301.97 feet;
thence North 89° 31' 23" East, 347.72 feet;
thence North 00° 35' 04" West, 154.92 feet;
thence North 89° 40' 47" East, 920.25 feet to THE POINT OF BEGINNING.

Exhibit "A"



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BOOK 390 PAGE 118

Mr. Pahbeck suggested as a compromise on the main arterial, if the applicant agrees to leave the arterial as shown on the map and the county agrees to eliminate the Park, then they will pay the fees.

REQUEST: a. Master Plan Amendment from Rural Residential (Two Acre/Dwelling Unit) to Medium Density Residential (12,000 sq. ft./Dwelling Unit) and from Medium Density Residential (12,000 sq. ft./Dwelling Unit) to Rural Residential (Two Acre/Dwelling Unit).

b. Change of Land Use from A-2 (Two Acre Agricultural) to E-1 (First Estates) and from E-1 (First Estates) to A-2 (Two Acre Agricultural).

MOTION by Pruett/Oswald to approve the Master Plan Amendment and the Change of Land Use for Drayton Trust Properties; carried with Vice-Chairman Cook absent.

c. Tentative Map for Pleasantview Subdivision - 192 lots.

MOTION by Pruett/Oswald to approve the Drayton Trust Properties Tentative Map with conditions and changes as stated by Staff:

Conditions:

1. Miscellaneous technical map corrections to the satisfaction of the County Engineer.

2. Douglas County does not accept the perpetual offer of dedication for public rights-of-way at this time.

3. Curb, gutter and sidewalks shall be required adjacent to all E-1 zoned lots.

4. A ditch maintenance and access easement is to be provided on the west side of the Edna Wilslef Ditch to the satisfaction of the ditch owners association and the County Engineer. This easement is not to exceed 25 ft. from the ditch centerline.

5. Irrigation easements for the remaining ditches shall be shown on the final map to the satisfaction of the ditch users.

6. Applicant shall obtain County Engineer's approval for:

a. improvement plans for the roadways;
b. drainage and erosion control plans, run-off shall be retained on site to the greatest extent possible; and
c. location of all double placard street signs at all roadway intersections shall be erected at the developer's expense.

221106

BOOK 390 PAGE 119 Exhibit 'B'

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7. All utilities shall be underground.

8. Applicant shall submit C.C.&R.'s for review by the Public Works Department and the District Attorney's office.

9. The following recommendations of the Nevada State Department of Transportation shall be completed:

a. The developer construct the intersection of Rubio Way and Centerville Way to both County and N.D.O.T. standards. Improvements which may be required include straightening, paving and signalization or a four-way stop.

10. Approval of the East Fork Fire Protection District of the final map. Applicant shall provide fire measures including installation of fire hydrants and proof of adequate fire flows to the satisfaction of the East Fork Fire Protection District.

11. Applicant shall pay the following fees prior to recordation:

a. $400 per lot for fire protection;
b. $100 per lot for Park fees.

12. The surface water rights appurtenant to the site shall be retained with sufficiency to irrigate the A-2 acreage. A distribution system for these waters shall be developed and approved by the Soil Conservation Service and the County Water Engineer.

14. The name Kingbird Drive shall be extended to the intersection of Centerville and Rubio Way, and shall be constructed to County standards.

15. The property shall be annexed to G.R.I.D., for water, sewer, street maintenance and recreational facilities.

16. The applicant shall acquire the necessary rights-of-way and improve Rubio Way, and the extension of Centerville to County standards. Rubio Way shall provide access for the immediate future until the proposed 756 extension through Pleasantview is completed.

17. Access for lots which back up to the future arterial shall be restricted to High View Road, Pastoral Road and Kingbird Drive. At the time the County constructs this future arterial, a noise barrier wlong the rear of these lots shall be part of the road construction project.

18. Each lot shall be a minimum of 12,000 sq. ft. in the E-1 zone.

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19. The application shall install a water system and document sufficient certified quasi-municipal water rights for domestic use and fire protection to the satisfaction of G.R.I.D. and the County Engineer.

20. Falcon Court shall be re-designed to a stub street.

21. The applicant shall pay for acquisition and improvement of the off-site Sorensen Lane extension, at such time as the County acquires this right-of-way. The County shall initiate the acquisition and improvement of this right-of-way within one year of recordation of the Pleasantview Subdivision Map, and shall require a pro-rata reimbursement to Drayton Trust from those lots outside the Pleasantview Subdivision benefiting from this extension.

22. Shroeder Ditch shall be relocated at some time other than the irrigation season, so as not to interrupt the flow of water to the users.

23. The phasing of the development and improvements is to be addressed in a development agreement between the County, Dravton Trust, and approved by the Board of County Commissioners.

MOTION carried with Vice-Chairman Cook absent.

South Tahoe Refuse Co., Gardnerville Landfill site. (con't from 2/4/88). The Board may take action on the following items:

1. Nevada Environmental Protection Agency findings & requirements regarding Douglas County Landfill site.

2. Consider acquisition of existing 80 acre dump site.

3. Application or request by South Tahoe Refuse Co., Inc. to extend the franchise for the pick-up and disposal of refuse and debris in the Tahoe Basin portion of Douglas County.

MOTION by Pruett/Oswald to continue the South Tahoe Refuse Co. items to the March 17, 1988 meeting; carried with Vice-Chairman Cook absent.

There being no further business to come before the Board, they adjourned at 4:30 p.m. to meet in closed session with their chief negotiator, Gene Bell.

MOTION by Fischer/Pruett to hold a closed session for the purpose of discussing the on-going negotiations with the employee groups, with chief negotiator Gene Bell; carried with Vice-Chairman Cook absent.

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BOOK 390 PAGE 121 556

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 MAR -2 A8:30

SUZANNE BEAUDREAU
RECORDER 221106

$ 6 PAID K12 DEPUTY

BOOK 390 PAGE 122

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: March 1 1990

B Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Sandra Condron Deputy

NF CommDev Lynn Tegtmeier

2000.139

APPROVED AUG. 3, 2000 COMMISSIONERS MEETING

ORD. 2000-928

'00 OCT 17 P5:09

BARBARA REED CLERK

BY [signature] DEPUTY

The First Amendment to the Development Agreement for Pleasantview

This first amendment to the development agreement is made and entered into this 3 day of August, 2000, by Douglas County, a political subdivision of the State of Nevada ("County"), Gregory C. Lynn and Suzanne Towse, Trustees, the developers of the project known as Pleasantview ("Developer").

Recitals

This first amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

1. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

2. The original Developer, the Drayton Trust, and the County entered into the development agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as document 221106 in book 390 beginning at page 101.

3. The project was sold and Gregory C. Lynn and Suzanne Towse, Trustees, are the current owners and are successors in interest to the original Developer.

4. The circumstances have changed in the past 10 years, during the build out of the project, and the parties desire to amend the original development agreement based on those changes and the approved modification of the tentative map.

The parties, based on the conditions and promises contained in this agreement, agree to the amendment of the following sections of the agreement:

2.1 Phasing: The remainder of the project is currently planned to be built in up to

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four phases. Each phase will comply with the provisions of Douglas County Code.

2.6 Expiration by Inaction: The Developer must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The last final map will be recorded by July 6, 2005. The next final map for a portion of the Project must be recorded on or before July 6, 2001. If a map is recorded by that date, this Agreement will automatically extend the time for an additional one year period from that date within which the next succeeding map for the next succeeding phase must be filed. So long as Developer files each phase within the one year extension period provided in this Agreement, this Agreement will remain in full force and effect. The Developer may request an additional one year extension for the filing of a final map if done in writing before the expiration of the final map.

5.3 Rubio Way: This paragraph is deleted.

5.5 Arterial Roadway: As required in the approval in the tentative map, the major arterial, Drayton Boulevard, will be constructed by the County, including a sound barrier wall. The Developer has acquired and offered for dedication and the County has accepted the remaining southern portion of Rubio that is required to complete the Drayton Boulevard right of way through the project. Based on the change in design and the decision not to use Rubio for access to the subdivision as conditioned in the original approval, the parties agree that the cost of improving Rubio would be better spent on the improvement of Drayton Boulevard. In consideration of the deletion of the requirement of constructing Rubio, the County and the Developer agree that the Developer will pay the County an amount, (See Exhibit A, engineer's estimate) based on the cost

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to improve Rubio to 1990 County standards, to the extent necessary to serve the three lots that front Rubio, for use by the County in constructing Drayton Boulevard and the sound wall, less the amount of Developer incurred costs and expenses to make any required improvements to Rubio, any required improvements, including drainage and barricading, to the Drayton Boulevard right of way, and up to $5000 for improvements, including a drop inlet and pipe, for the intersection of Pleasantview and Springfield. The Developer must post the amount, before recordation of the next final map, less any deductions for known costs by the Developer approved by the director of Community Development. The funds will be deposited in the form of certificates of deposit in the name of Douglas County but with the interest accruing to the Developer. After the amount is paid, the Developer may request withdrawal of funds to reimburse for any required work on Rubio, Drayton, or Pleasantview. If the amount remaining is not spent on the Pleasantview subdivision portion of Drayton Boulevard or the sound wall within 10 years from the date of recording of the final map for the last phase of the Project, it must be returned to the Developer.

COUNTY

Jacques Etchegoyen, Chairman
Board of County Commissioners

DEVELOPER

Gregory C. Lynn, Trustee

Suzanne Towse, Trustee

Approved as to form:

District Attorney

0501579
BK1000PG3255 560

Approved as to content:

Community Development Director

Attest:

Barbara J. Reed, Clerk

Dated: 10-10-2000

BY: _____, DEPUTY

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LUMOS AND ASSOCIATES

Lumos and Associates, Inc.

CIVIL ENGINEERING
GEOTECHNICAL ENGINEERING
PLANNING
SURVEYING
MATERIALS TESTING

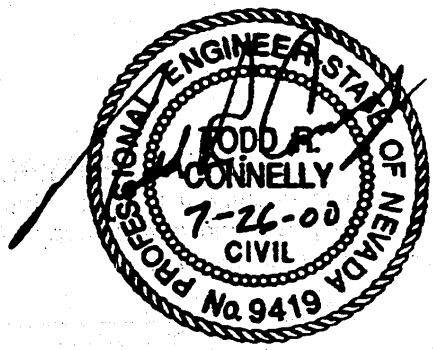
July 24, 2000

EXHIBIT A ENGINEERS ESTIMATE

Rubio Way Improvements - Cost Estimate

Improved length: 1450 feet long, 24 feet wide with 45 ft diameter cul-de-sac.
No new base rock – pulverize existing base and chip seal surface and re-compact.
Asphalt concrete thickness – 2 ½ inches.
Re-construct shoulders with existing material.
Existing drainage – sufficient.

AC Paving: (36,389 sf)(0.21 ft)(142#/cf)(1/2000)($50/t)		=	$27,128
Rotomill: 16 hr x $240/hr + $1400 mobilization		=	5,240
Blade Road: 8hr x $175/hr		=	1,400
Blade Shoulders:	8 hr x $175/hr	=	1,400
Compaction:	8 hr x 230/hr (Water + Roller)	=	1,840
Mobilization:			3,000
Construction Staking:	8 hr x $170/hr	=	1,360
	Subtotal		$41,368
Materials Testing:		=	1,000
Site Permit:		=	1,282
Engineering:		=	1,200
Contingency:		=	2,068
	Total		$46,918



Carson City
800 E. College Parkway
Carson City, NV 89706
775.883.7077
775.883.7114 fax

Reno
5401 Longley Lane, Ste. 15
Reno, NV 89511
775.827.6111
775.827.6122 fax

Fallon
137 Keddie Street
Fallon, NV 89406
775.423.2186
775.423.5657 fax

Minden
1478-B 4th Street
Minden, NV 89423
775.782.6017
775.782.7054 fax

26/60

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 OCT 18 PM 12: 34

LINDA SLATER
RECORDER

$ 0 PAID K DEPUTY

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: October 17 2000

B. REED Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By _____ Deputy

SEAL

NF

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 DEC -1 AM 10:49

WERNER CHRISTEN
RECORDER

$ 0 PAID KD DEPUTY

Assessor's Parcel Number: _____

Date: *NOVEMBER 25, 2003*

Recording Requested By:

✓ **Name:** *CONCHA LORD, CLERK"S OFFICE*

Address: _____

City/State/Zip: _____

2003.241 AGREEMENT (AMND)
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0598230

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FILED
NO. 2003241

'03 NOV 25 P3:14

BARBARA REED
CLERK
BY [signature] DEPUTY

The Second Amendment to the Development Agreement for Pleasantview

This second amendment to the development agreement is made and entered into this 6TH day of NOVEMBER, 2003, by Douglas County, a political subdivision of the State of Nevada ("County"), and Gregory C. Lynn and Suzanne Towse, Trustees, the developers of the project known as Pleasantview ("Developer").

RECITALS

This second amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

1. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

2. The original Developer, the Drayton Trust, and the County entered into the development agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as document 221106 in book 390 beginning at page 101.

3. The project was sold and Gregory C. Lynn and Suzanne Towse, Trustees, are the current owners and are successors in interest to the original Developer.

4. The circumstances changed during the build-out of the project and the parties amended the original development agreement by Ordinance no. 2000-928, effective August 24, 2000, to change requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard.

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BK1203PG0196

The parties desire to amend the development agreement as Developer is now seeking an extension of time to file the next final map for the last phase of three lots. This second amendment consists of inserting the following language to change the following section of the amended agreement:

2.6 Expiration by Inaction: The Developer must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The last final map will be recorded by July 6, 2005~~6~~. The next final map for a portion of the Project must be recorded on or before July 6, 200~~4~~5. If a map is recorded by that date, this Agreement will automatically extend the time for an additional one year period from that date within which the next succeeding map for the next succeeding phase must be filed. So long as Developer files each phase within the one year extension period provided in this Agreement, this Agreement will remain in full force and effect. The Developer may request an additional one year extension for the filing of a final map if done in writing before the expiration of the final map.

COUNTY

Kelly D. Kite, Chairman
Board of County Commissioners

DEVELOPER

Gregory C. Lynn, Trustee

Suzanne Towse, Trustee

0598230
BK1203PG0197

Approved as to content:

Community Development Director

Approved as to form:

Robert J. Marin
Deputy District Attorney

Attest:

Barbara J. Reed
Barbara J. Reed, Clerk

Dated: 11-7-03

BY: _____
CLERK TO THE BOARD

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: 11-24-03
B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By Sandra Lord Deputy

SEAL

0598230
BK1203PG0198

DOC # 0686545
10/17/2006 12:20 PM Deputy: CF
OFFICIAL RECORD
Requested By:
D C/CLERK'S OFFICE

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 0.00
BK-1006 PG- 5801 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: OCTOBER 16, 2006

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2006.184

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

APPROVED OCTOBER 5, 2006
BOARD OF COUNTY COMMISSIONERS
ORDINANCE 2006-1183

FILED
NO. 2006.184
2006 OCT 13 PM 3:05
SUSAN A. REED
CLERK
DEPUTY

The Third Amendment to the Development Agreement for Pleasantview

This third amendment to the development agreement is made and entered into this 5TH day of OCTOBER, 2006, by Douglas County, a political subdivision of the State of Nevada ("County"), and Gregory C. Lynn and Suzanne Towse, Trustees, the developers of the project known as Pleasantview ("Developer").

RECITALS

This second amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

1. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

2. The original Developer, the Drayton Trust, and the County entered into the development agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as document 221106 in book 390 beginning at page 101.

3. The project was sold and Gregory C. Lynn and Suzanne Towse, Trustees, are the current owners and are successors in interest to the original Developer.

4. The circumstances changed during the build-out of the project and the parties amended the original development agreement by Ordinance no. 2000-928, effective August 24, 2000, to change requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard.

BK- 1006
PG- 5802
0686545 Page: 2 Of 4 10/17/2006
569

5. The parties agreed to amend the development agreement a second time by Ordinance no. 2003-1056, effective November of 2003, to extend the time to file the final map for the last phase of Pleasantview.

6. The circumstances have changed again as a result of the Developer's acquisition of an adjacent property, Aloha Ranch, and the approval of a tentative map for this property. As part of the approval the developer is required to make contributions to the construction of Drayton Boulevard, which is intended to serve as a second access to the new project, and use Rubio Way as the exclusive construction access for the project. The County will be constructing Drayton Boulevard after payment of the contributions or eight years from the effective date of the Aloha Ranch Development Agreement, whichever is first. The use of Rubio for construction equipment will likely damage the improvements for the last phase of Pleasantview and the Developer is requesting an extension to complete the improvements after the construction use for the Aloha project is finished.

The parties desire to amend the development agreement as Developer is now seeking an extension of time to file the next final map for the last phase of four lots. This third amendment consists of inserting the following language to change the following section of the amended agreement:

2.6 Expiration by Inaction: The Developer must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The last final map will be recorded within 180 days of the completion of subdivision improvements required of the Aloha Ranch Planned

BK- 1006
PG- 5803570
0686545 Page: 3 Of 4 10/17/2006

Development or within eight years of the effective date of this agreement, whichever occurs first. The County will review the progress of the required subdivision improvements during the statutory twenty-four month review.

COUNTY

James Baushke, Chairman
Board of County Commissioners

DEVELOPER

Gregory C. Lynn, Trustee

Suzanne Towse, Trustee

Approved as to content:

Community Development Director

Approved as to form:

Deputy District Attorney

Attest:

Barbara J. Reed, Clerk
By: Diana Hennessy

SEAL

Dated: OCTOBER 5, 2006

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: October 16, 2006
B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By _____ Deputy

BK- 1006
PG- 5804
0686545 Page: 4 Of 4 10/17/2006

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/COMMUNITY DEVELOPMENT

2014-851138
10/15/2014 09:57 AM
Pgs=10

00001457201408511380100108

KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: OCTOBER 15, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT #2014.206

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

APRVD 10-2-14 ITEM #8
BOCC MTG, ORD #2014-1422

FILED
No. 2014206
2014 OCT 15 AM 9:02
TED THRAN
CLERK
BY DEPUTY

APN: 1220-17-610-001
1220-17-610-002

WHEN RECORDED, PLEASE MAIL TO:

Douglas County
Attn: Mimi Moss
P.O. Box 218
Minden, NV 89423

The undersigned herby affirms that this document, Including any exhibits, submitted for recording does not contain the social security number of any person or persons. NRS 239B.030

FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
For Pleasantview, Planned Development

Between

CARSON VALLEY HOMESITES, LLC
Successor in interest to:
Gregory C. Lynn And Suzanne Towse, Trustees Of
"The 1995 Gregory C. Lynn And Suzanne Towse Trust Agreement, Dated May 16, 1995"
1222 Bobwire Lane
Gardnerville, NV 89460
(hereafter referred to as DEVELOPERS),

And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(hereafter referred to as COUNTY)

This Fourth Amendment to the Development Agreement (Fourth Amendment) is entered into between the DEVEOPERS, as legal owners of the real property subject to this Fourth Amendment, specifically Phase 10 of the Pleasantview Subdivision, APNs: 1220-17-610-001 1220-17-610-002, (also commonly referred to as is Lots 3 A & B as shown on the final map of Pleasantview Phase 7) and the COUNTY, pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

This Fourth Amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

A. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

B. The original Developer, the Drayton Trust, and the COUNTY entered into a Development Agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as Document No. 221106, Book 390, Page 101, and incorporated herein.

C. The project was subsequently sold and/or transferred. Carson Valley Homesites, LLC, is the current owner of the property, subject to this Fourth Amendment, which is to be subdivided as Pleasantview Phase 10 and is the current successor in interest to the original Developer.

D. The circumstances changed during the build-out of the project and the parties amended the original Development Agreement by Ordinance No. 2000-928, amending the requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard. The amendment was recorded as Document No. 0501579, Book 1000, Page 3254, incorporated herein.

E. The parties agreed to amend the Development Agreement a second time by Ordinance No. 2003-1056, to extend the time to file the final map for Phase 10. The amendment was recorded as Document No. 0598230, Book 1203, Page 0195, incorporated herein.

F. The Development Agreement was again amended in 2006 by Ordinance 2006-1183, as a result of the DEVELOPER's acquisition of an adjacent property, Aloha Ranch (subsequently and hereafter known as" Rain Shadow Ranch") and the efficient construction of public improvements associated with both development projects. The amendment was recorded as Document No. 0686545, Book 1006, Page 5801, attached and incorporated herein.

G. The DEVELOPER and COUNTY desire to enter into this Fourth Amendment to extend the time to file the last final map for Pleasantview, Phase 10 as the final layout for Phase 10 may need to be changed due to the subject property being evaluated as a site for public water facilities for the Gardnerville Ranchos General Improvement District, potential access to Phase 10 from the extension of Acorn Way, and the construction of Drayton Boulevard by the COUNTY being delayed.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Fourth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, DEVELOPER and

the COUNTY agree all provisions of the original Development Agreement and all subsequent amendments, as outlined above, remain in full force and effect with the exception of the following amendments, which reflect deletions with a ~~strikethrough~~ and new language is shown as underlined and *italicized)*:

AMENDMENTS

I.) Page 2, Paragraph 2.6 of the Third Amendment to the Development Agreement recorded as Document No. 0686545, Book 1006, Page 5801 is hereby amended to adjust the timeframe by which the Pleasantview Phase 10 final subdivision map must be recorded, Paragraph 2.6 shall now read as follows:

2.6 Expiration by Inaction: The DEVELOPER must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes, *Conditions of Approval* and Douglas County Code. The last final *map to be recorded for Pleasantview, Phase 10, must* be recorded *either within three years after the issuance of building permits for 75% of the lots (14 out of the 18 lots) in the recorded Phase 1 Amended Final Map for Rain Shadow Ranch, or within eight years of the effective date of Ordinance 2014-1422 adopting this Fourth Amendment, whichever is earlier.* ~~within 180 days of the end of the requirement that construction access to the Aloha project be limited to Rubio Way.~~

II.) The express provisions of this Fourth Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Fourth Amendment and the provisions of prior amendments and the Development Agreement. The Fourth Amendment recitals are hereby incorporated. Successors in interest or assigns, subsequent development, or subsequent modifications to the real property subject to this Fourth Amendment will be bound by the terms of the Agreement, as amended.

III.) This Fourth Amendment becomes effective upon the effective date of the ordinance

adopting this Fourth Amendment.

IV.) Each signatory warrants and represents to the other signatories the person signing this document in their representative capacity has the legal power, right and authority to bind the signatory to the terms and conditions of Fourth Amendment. The signatories hereto have caused this Second Amendment to be signed and intend to legally be bound thereby. This document can be signed in counterparts.

COUNTY

Douglas County,

a political subdivision of the state of Nevada

Doug N. Johnson, Chairman

Dated: 10/2/14

DEVELOPERS

Carson Valley Homesites, LLC

Gregory C. Lynn, Managing Member

Dated: 9.16.14

Attest:

for Douglas County Clerk

Suzanne Towse, Managing Member

Dated: 9-16-2014

ATTACHMENT
PLEASANTVIEW DEVELOPMENT AGREEMENT
THIRD AMENDMENT

PPROVED OCTOBER 5, 2006
OARD OF COUNTY COMMISSIONERS
RDINANCE 2006-1183

0. 2006.184

2006 OCT 13 PM 3:05

AGREED

The Third Amendment to the Development Agreement for Pleasantview

This third amendment to the development agreement is made and entered into this 5TH day of OCTOBER, 2006, by Douglas County, a political subdivision of the State of Nevada ("County"), and Gregory C. Lynn and Suzanne Towse, Trustees, the developers of the project known as Pleasantview ("Developer").

RECITALS

This second amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

1. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

2. The original Developer, the Drayton Trust, and the County entered into the development agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as document 221106 in book 390 beginning at page 101.

3. The project was sold and Gregory C. Lynn and Suzanne Towse, Trustees, are the current owners and are successors in interest to the original Developer.

4. The circumstances changed during the build-out of the project and the parties amended the original development agreement by Ordinance no. 2000-928, effective August 24, 2000, to change requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard.

BK- 1006
PG- 5802
0686545 Page: 2 Of 4 10/17/2006

5. The parties agreed to amend the development agreement a second time by Ordinance no. 2003-1056, effective November of 2003, to extend the time to file the final map for the last phase of Pleasantview.

6. The circumstances have changed again as a result of the Developer's acquisition of an adjacent property, Aloha Ranch, and the approval of a tentative map for this property. As part of the approval the developer is required to make contributions to the construction of Drayton Boulevard, which is intended to serve as a second access to the new project, and use Rubio Way as the exclusive construction access for the project. The County will be constructing Drayton Boulevard after payment of the contributions or eight years from the effective date of the Aloha Ranch Development Agreement, whichever is first. The use of Rubio for construction equipment will likely damage the improvements for the last phase of Pleasantview and the Developer is requesting an extension to complete the improvements after the construction use for the Aloha project is finished.

The parties desire to amend the development agreement as Developer is now seeking an extension of time to file the next final map for the last phase of four lots. This third amendment consists of inserting the following language to change the following section of the amended agreement:

2.6 Expiration by Inaction: The Developer must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The last final map will be recorded within 180 days of the completion of subdivision improvements required of the Aloha Ranch Planned

BK- 1006
PG- 5803
0686545
579

Development or within eight years of the effective date of this agreement, whichever occurs first. The County will review the progress of the required subdivision improvements during the statutory twenty-four month review.

COUNTY

James Baushke, Chairman
Board of County Commissioners

DEVELOPER

Gregory C. Lynn, Trustee

Suzanne Towse, Trustee

Approved as to content:

Community Development Director

Approved as to form:

Deputy District Attorney

Attest:

Barbara J. Reed, Clerk

By Deputy

SEAL

Dated: OCTOBER 5, 2006

I hereby certify that the foregoing is a full, true and correct copy of the original on file and on record in my office.

Date: October 16, 2006

B. REED Clerk of the District Court and ex-officio Clerk of the Board of County Commissioners, Douglas County, Nevada

By: Carol Mulloch Deputy

BK- 1006
PG- 5804

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

13th day of Oct, 2014

By _____ Deputy

Aloha Ranch (Phase 1)

Development Agreement

- Original Agreement (Document 2004-631475)
- First Amendment (Document 2008-734433)
- Second Amendment (Document 2014-850591)

NF

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC 10 AM 8:17

WERNER CHRISTEN
RECORDER

$ 0 PAID KD DEPUTY

Assessor's Parcel Number: N/A

Date: DECEMBER 9, 2004

Recording Requested By:

✓ **Name:** MIMI MOSS/COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2004.286
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0631475
BK1204PG04229

APPROVED NOV. 23, 2004 ITEM #44
DOUGLAS COUNTY BOARD OF COMMISSIONERS
ORDINANCE 2004-1096

FILED
NO. 2004.286
2004 DEC -8 AM 11:45
BARBARA REED
CLERK
BY

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered between Douglas County, a political subdivision of the State of Nevada (County) and Gregory C. Lynn and Suzanne Towse, Trustees of "The 1995 Gregory C. Lynn and Suzanne Towse Trust," dated may 16, 1995, hereafter referred to as "Developers".

Developers are the owners of certain real property in Douglas County, Nevada, known as the Aloha Ranch, situated approximately 1,320 feet South of Centerville Lane and adjacent to Drayton Boulevard, APN 1220-17-601-001, and being more fully described on Exhibit A, attached and incorporated by reference. The property is the subject of Planned Development Application PD 04-002, for 43 single family residences, which has been approved in Ordinance 2004-1083, subject to conditions, as more fully set forth in the approval letter dated September 15, 2004, attached as Exhibit B, and incorporated by reference.

The planned development is within a "receiving area", which allows the increase in residential density, subject to County approval, by participation in the transfer development rights program, pursuant to Chapter 20.500 of the Douglas County Code, and the project was approved for the construction of more units than would have otherwise been allowed in its the base zoning district.

The development of this parcel, as approved, will lead to the increase in use of streets and roads off-site from the project, and the Developer is responsible for off-site road and transportation improvements related to the impact of the development. One of the alternative ways out of the Aloha Ranch

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is by way of Drayton Boulevard, North and Northeast to Centerville Lane, but the cost of required improvements to Drayton Boulevard exceeds the impact of the development, and the improvements to Drayton Boulevard, if made, will benefit other members of the community. Accordingly, the Developers have agreed to pay certain sums, as set forth below, to Douglas County, in lieu of actually making improvements to existing roads and partial improvements to Drayton Boulevard.

The parties recognize that the contribution toward off-site road and transportation improvements is a significant investment in capital improvements, and, pursuant to NRS 278.0201 and Douglas County Code, Chapter 20.400, desire to enter this Development Agreement in order to secure their respective rights and obligations.

Now, therefore, for and in consideration of the mutual promises, covenants and agreement contained herein, the parties agree as follows:

1. The Developers agree to pay Douglas County the sum of $200,000 toward off-site road and transportation improvements.

2. Payments in the amount of $10,526.32 each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits. Failure to make or collect a payment when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until all payments have been made.

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3. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard from the project to Pleasantview Drive. Douglas County will construct the described section of Drayton Boulevard after the nineteenth payment is made, or beginning eight (8) years after this development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.

Douglas County's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

4. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to Marianne Way, South of Centerville Lane. In the event the funds are not used toward the improvements contemplated herein, or otherwise related to the traffic generated by this project, within ten years of payment, then they will be returned to Developers or their successors in interest.

5. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of this agreement.

6. The Developers will acquire and dedicate off-site access to extend what is now known as Gitalong Way to Drayton Boulevard.

7. The Developers agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard. The County will bear the costs of design, construction

and maintenance of its stormwater drainage facilities. To the extent that Developers' contemplated changes in the drainage facilities for Phases 8 and 10 of the Pleasantview Subdivision can be designed to manage the drainage from Drayton Boulevard, then the parties can share the costs, with each party to be responsible for a share proportionate to its use of such facilities. Arrangements for off site management of stormwater drainage will be the responsibility of the party who requires the same. Subject to Developers' approval of design and construction, the County will be able to convey through Aloha Ranch.

8. This development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the Developers with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of $200,000, as provided in paragraph 21, the Developers' right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".

9. Except as otherwise provided in the planned development approval, pursuant to NRS 278.0201, the ordinances, resolutions or regulations applicable to the subject property and governing the permitted uses of the property, density and standards for design, improvement and construction are those in effect upon approval of the planned development and this agreement.

10. This agreement will be binding on, and inure to the benefit, of the parties, their heirs, successors and assigns, including purchasers of individual lots created by the recordation of any final subdivision map.

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11. This agreement will be governed by the laws of the State of Nevada.

12. The parties agree that the sums provided herein are not impact fees, but installment payments for off-site improvements legitimately required as a condition of development approval.

13. The failure of any party to this Agreement to abide by the terms of this Development Agreement shall constitute a default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision in this Development Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and, if practicable, the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged with the default shall not be considered in default for purposes of termination or institution of legal proceedings or issuance of any building permit or certificate of occupancy.

14. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of supplementary environmental regulation, or similar bases for excused performance. If written

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BK1204PG04234

notice of such delay is given to Douglas County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

15. In addition to any other rights or remedies, either party may institute legal action in law or equity to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

16. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements necessary from any federal, state or local government entity, necessary to implement the intent of this Development Agreement.

17. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and except as otherwise provided in conditions of development approval already made and granted as to specific projects, supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

Date:

THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST

By GREGORY C. LYNN, TRUSTEE

Date:

By SUZANNE TOWSE, TRUSTEE

0631475
BK1204PG04235
589

Date:

DOUGLAS COUNTY, NEVADA

By:

ATTEST:
BARBARA REED, DOUGLAS COUNTY CLERK

By: , Clerk to Board

APPROVED AS TO FORM:
Scott Doyle, Douglas County District Attorney

By Thomas E. Perkins, Deputy

Order No.: 040800474

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeast corner of Parcel B of that certain Parcel Map for Bob Whear recorded in Book 192 at Page 743 as Document No. 268564 of the official records of said Douglas County; thence Northerly along the Easterly line of said Parcel B, North 0°23'40" East, 1257.28 feet to the Southwest corner of the 13.00 acre parcel shown on that certain Parcel Map for the J.M. Ryan Parcels recorded in Book 474 at Page 253 as Document No. 72640 of the official records of said Douglas County; thence Easterly along the Southerly line of said 13.00 acre parcel, North 89°34'38" East, 1320.26 feet to the Southwest corner of said 13.00 acre parcel; thence South 0°29'39" East, 1256.79 feet to the Northeast corner of Lot 11 of the Chambers Field Subdivision recorded in Book 179 at Page 435 as Document No. 28862 of the official records of said Douglas County; thence Westerly along the Northerly line of Lots 6 through 11 of said Chambers Field Subdivision, South 89°33'21" West, 1322.44 feet to the Point of Beginning.

Reference is made to Record of Survey filed with the Douglas County Recorder on December 1, 1994 in Book 1294, at Page 143 as Document No. 351716.

APN 1220-17-601-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 27, 2002, BOOK 0802, PAGE 9035, AS FILE NO. 0550521, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

2.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Received
SEP 21 2004
Douglas County District Attorney

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

September 15, 2004

Greg Lynn
1222 Bobwire Lane
Gardnerville, NV 89460

FILED
2004 SEP 17 AM 9:05
BARBARA REED
CLERK
BY _____ DEPUTY
NO.

Re: Planned Development (PD) 04 – 002 for Greg Lynn
1,320 feet south of Centerville Lane and adjacent to Drayton Boulevard, (APN 1220-17-601-001)

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR ½ / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004. The approved Planned Development / Tentative Parcel Map is subject to the following conditions:

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF A FINAL MAP APPLICATION:

1. The applicant[1] shall submit improvement plans to the Douglas County Community Development Department for review and approval. The improvement plans shall comply with Douglas County Code and the Douglas County Design Criteria and Improvement Standards manual ("design manual") and shall include the following:

   A. The applicant shall show evidence that the Gardnerville Ranchos General Improvement District (GRGID) has reviewed and approved the design and construction of all internal roads, including park strip and sidewalk.

[1] The "applicant", hereinafter meaning the applicant/developer and/or his representative.

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BK1204PG04238

B. The road tentatively known as Gitalong Way shall be renamed and shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.

C. The northern portion of the road tentatively known as Mosey Way shall be renamed Kingston Lane.

D. Kingston Lane shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvement Standards Manual.

E. The applicant shall enter a development agreement, in a form to be approved by the Board, for payment of funds toward construction of off-site road and transportation improvements, as set forth in condition number 21.

F. Final landscape plan for street trees.

G. All construction traffic shall be limited to Rubio Way.

2. The project shall connect to the Gardnerville Ranchos General Improvement District (GRGID) sewer system and shall comply with the GRGID will serve letter.

3. The project shall connect to the GRGID water system and shall comply with the GRGID will serve letter.

4. The applicant shall meet the water rights dedication requirement for the new parcels to the satisfaction of the GRGID.

5. The applicant shall review his submittal with the Water Conveyance Advisory Committee (WCAC) and comply with any conditions or mitigation measures deemed necessary by that Board.

THE FOLLOWING CONDITIONS ARE TO BE MET CONCURRENTLY WITH THE SUBMITTAL OF A FINAL MAP APPLICATION:

6. The applicant shall demonstrate compliance with any conditions or mitigation measures deemed necessary by the WCAC.

7. The applicant shall submit a copy of the notice of completion from Douglas County for all required road, utility, drainage and other related project improvements. If any improvements are not constructed prior to the submittal of the final map application, the applicant shall submit a copy of the recorded security and improvement agreement.

8. The applicant shall pay **$2,925** for future traffic improvement costs at the intersection of State Route 88 and Centerville Lane, and the applicant shall pay **$3,375** for future traffic improvement costs at the intersection of Centerville Lane and Dresslerville Road.

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9. The applicant shall install utility lines and extend to serve each parcel. Any new utility extensions must be installed underground in accordance with Douglas County Code Section 20.220, Under grounding of Utilities.

10. The applicant shall insure that on-site and off-site improvements are constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County on a form provided by the County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.

11. The applicant shall submit proof from the GRGID that the required water rights have been dedicated to serve the development.

12. The applicant shall comply with final map requirements as prescribed by NRS 278 and Douglas County Code Section 20.712. Additionally, the final map shall show:

    A. A seven and one-half (7.5) foot public utility easement along all road frontages and five (5) foot public utility easement along the side and rear lot lines.

    B. The Community Development Certificate shall state the County rejects the offer of dedication for the public roads with the reservation to accept the offer at a later date.

    C. An easement for any new cluster mailbox location, if required.

    D. Drainage easements as necessary for mitigating onsite, offsite, and cross-lot drainage impacts. All drainage easements shall be shown as private, unless accepted by the GRGID for maintenance.

    E. The applicant shall provide evidence that twenty-four (24) transfer of development rights are available and dedicated to support this development.

    F. A minimum 11-foot access and landscape easement from the edge of right-of-way along all street frontages. The applicant shall dedicate this area as a public access easement on the final map.

13. The applicant shall submit documentation that all property taxes and any agricultural liens on the property have been paid in full for the current fiscal year.

14. The applicant shall submit a deed restriction, in the proper form to be recorded with the final map, stating the following: "Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

15. Each lot owner is responsible for the maintenance of the area between the sidewalk and the edge of curb. If the owner fails or refuses to maintain the area, then, upon reasonable notice, the County, or other governmental entity in whose jurisdiction the property lies, has the authority to enter upon the property and conduct the required maintenance, in which case the costs of maintenance will be a lien on the property, which may be perfected and executed in the manner provided by law.

16. The applicant shall provide documentation that the development rights to be transferred, to support 24 additional residential units, have been certified and are eligible for transfer under section 20.500 of Douglas County Code.

THE FOLLOWING NOTES SHALL BE PLACED ON THE FINAL MAP:

17. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).

18. Maintenance of all drainage facilities and easements shall be the responsibility of the individual property owners or other private entity, including a homeowner's association, unless accepted by the GRGID. The County rejects any offer of dedication of drainage facilities or drainage easements.

19. The access and landscape easements shall be maintained by individual property owners.

TO BE SUBMITTED WITH THE BUILDING PERMIT:

20. The applicant shall submit a landscape and irrigation plan for the front yard and park strips

21. The development agreement for off-site road and transportation improvements will contain the following terms, and each parcel resulting from the recording of final subdivision maps and each phase thereof will be bound by the terms thereof, which require payment of funds at or prior to the issuance of each residential building permit:

    A. The applicant is required to contribute the sum of $200,000 toward off-site road and transportation improvements, payable as set forth in Paragraph B hereof.

    B. Payments in the amount of $10,526.32 ($200,000 / 19 = $10,526.32) each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits.

    C. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard. Construction will take place by the County after the twentieth payment is made, or beginning eight (8) years after the development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.

    D. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to

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Marianne Way. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of the development agreement.

E. The applicant will acquire and dedicate off-site access to extend "Git Along Way" to Drayton Boulevard.

F. The applicant will agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard.

THE FOLLOWING CONDITIONS ARE APPLICABLE TO THE NEWLY CREATED PARCELS THROUGHOUT THE LIFE OF THE PROJECT:

22. The applicant shall be responsible for maintenance of all drainage facilities and easements, unless accepted by GRGID. Obstructing the flow or altering the course of a drainage channel is prohibited.

23. The development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the applicant with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of $200,000, as provided in condition 21, and in the development agreement to be adopted pursuant thereto, the applicant's right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".

24. This tentative map approval shall expire two years from the date of approval, if a final map application that conforms to all the conditions of approval is not submitted to the Community Development Department prior to the expiration date. Extensions of time may be granted in accordance with Douglas County Code Section 20.30.020.

This is the final decision regarding your Development Application for a Planned Development / Tentative Subdivision Map. For questions regarding this project, I can be reached by phone at (775) 782-6215 or e-mail at agilbert@co.douglas.nv.us

Sincerely,

Adam Gilbert, Planner
Douglas County Community Development

HAB

Cc: R.O. Anderson Engineering
Cathe Pool, Douglas County Engineering
Karen Lommori, Douglas County Accounting
File PD 04-002
County Clerk

0631475
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AMENDED

EXHIBIT C
APPENDIX TO DEVELOPMENT AGREEMENT

1. The sound barrier walls required by the "Pleasantview/Drayton Development Agreement" shall be constructed concurrent with the development Drayton Boulevard.

2. The sound barrier walls will extend from the existing Pleasantview West sound barrier wall, at a height not to exceed seven feet. The wall will be of a masonry type construction, maintaining the aesthetic nature of the neighborhood.

3. Drayton Boulevard will be constructed to Douglas County standards, the same as existing Pleasant view roads. There will be weight limits on the road to preclude regular use of the roadway by large trucks.

4. Until such time as to portions of Drayton Boulevard contemplated by this agreement are constructed, the Wintergreen and Sweetwater exits will remain barricaded.

5. Street lighting on Drayton Boulevard adjacent to Pleasantview will be at the intersections only, and will be of low intensity, directed away from the rear of the homes on Springfield Drive.

6. Drayton Boulevard will be a County maintained road, controlling weeds and loose dirt.

7. If there is incremental development of Drayton Boulevard, the above conditions shall apply to all such development with the sound barrier walls culminating at the South end of the Pleasantview subdivision.

SEAL

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: December 8, 2004
B. Kay Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By Carol M Culbreth Deputy

EXHIBIT C

0631475

BK1204PG04243

DOC # 0734433
12/11/2008 11:28 AM Deputy: SG
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-1208 PG- 2427 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2008

Recording Requested By:

Name: MIMI MOSS, COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT AMENDMENT #2008.267
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

APPROVED DECEMBER 4, 2008 #28
DOUGLAS COUNTY COMMISSIONERS
ORDINANCE 2008-1268

FILED
NO. 2008.267

2008 DEC 10 PM 2:34

TED THRAN
CLERK
BY _____ DEPUTY

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

Between
GREGORY C. LYNN AND SUZANNE TOWSE, TRUSTEES OF "THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT, DATED MAY 16, 1995"
1222 Bobwire Lane
Gardnerville, NV 89460
(hereafter referred to as DEVELOPERS)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(hereafter referred to as COUNTY)

This First Amendment to the Development Agreement is entered into between DEVELOPERS, as legal owners of the project known as Aloha Ranch planned development, also known as the Rain Shadow Ranch, located in Douglas County, Nevada, and the COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

A. DEVELOPERS are the owners of certain real property located in Douglas County, Nevada approved as the Aloha Ranch planned development, also known as the Rain Shadow Ranch, by the Douglas County Board of County Commissioners as Planned Development Application, PD 04-002 and Ordinance 2004-1083.

B. The DEVELOPERS and DOUGLAS COUNTY entered into a Development Agreement as required by the conditions of approval placed on the Aloha Ranch planned development, also known as the Rain Shadow Ranch. The Development Agreement is dated December 8, 2004, document 0631475, book 1204, pages 04230-04243, and provides, among other things, for the DEVELOPERS monetary contribution toward off-site road and transportation improvements, including the COUNTY's construction of Drayton Boulevard. Ordinance 2004R-1096 was passed by the Douglas County Board of County Commissioners adopting the Development Agreement between the Parties.

BK- 1208 PG- 242 599
0734433 Page: 2 Of 11 12/11/2008

C. Pursuant to the terms of the Development Agreement, DEVELOPERS and the COUNTY agreed to certain obligations with regard to the timing and amount of each payment by the DEVELOPERS to meet their obligation to contribute $200,000.00 toward off-site road and transportation improvements and the COUNTY's use of the contributions to the construction of Drayton Boulevard or other improvements related to the traffic generated by Aloha Ranch planned development, also known as the Rain Shadow Ranch.

D. Based on changed conditions and efficient development of the planned development, the Parties desire to modify the approved phasing plan and development schedule for the Aloha Ranch planned development, also known as the Rain Shadow Ranch, to include a total of seven phases, allowing the final map for successive phases to be presented within two years of the preceding phase recording; adjusting the payment amounts to be applied toward off-site road and transportation improvements; and extending the timing of construction of Drayton Boulevard by the COUNTY in accordance with the terms of this Amendment to the Development Agreement.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, DEVELOPERS and COUNTY agree all provisions of the original Development Agreement dated December 8, 2004, document 0631475, book 1204, pages 04230-04243 remain in full force and effect with the exception of the following amendments or additions:

AMENDMENTS

A) Page 1, recitals of the Development Agreement recorded as document 0631475, Book 1204, page 04230 incorporating by reference Exhibit B is amended to adopt, incorporate and add Exhibit B-1, a September 21, 2004, letter from Community Development regarding Revised Conditions for Aloha Ranch planned development, also known as the Rain Shadow Ranch, PD 04-002.

B) Page 2, Paragraph 1 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 is amended to adopt and incorporate the modified phasing plan and development schedule reflected in Exhibit D, into the Development Agreement and Planned Development Application, PD 04-002, Paragraph 1 shall now read as follows:

BK- 1208 600
PG- 2429
0734433 Page: 3 Of 11 12/11/2008

1. The Developers agree to pay Douglas County the sum of $200,000.00 toward off-site road and transportation improvements.

1.A Phasing Plan and Development Schedule:

Development for phases two through seven of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, will be constructed per the phasing plan and development schedule as delineated in Exhibit D, which is attached and incorporated by reference. The final map for phase one of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, has been recorded and thus has not been included. Overlapping of phases is permitted as allowed in Title 20 and subject to approval of the Community Development Director. The final map for successive phases, after the recording of Phase two, must be presented within two years of the preceding phase recording. No modifications or extensions of time regarding the recording of final maps may be granted under Nevada Revised Statutes or Douglas County Code. Any changes to the phasing plan and development schedule must be made by amendment to this Development Agreement as allowed by law.

C) Page 2, Paragraph 2 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 and Planned Development Application, PD 04-002 is amended to adjust the number of payments and amount due prior to the issuance of each residential building permit, Paragraph 2 shall now read as follows:

2. The DEVELOPERS have been issued three building permits and have contributed $33,333.33 to meet their obligation to contribute $200,000 to the COUNTY. Payments in the amount of $11,904.76 each will be made at or prior to the issuance of the next 14 residential building permits within the planned development, for a total of 17 payments, corresponding with the issuance of the first 17 building permits. Failure to make or collect a payment(s) when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until such time payment(s) due and owing have been made.

D) Page 3, Paragraph 3 of the Development Agreement recorded as document 0631475, Book 1204, page 04232 and Planned Development Application, PD 04-002 is amended to extend the timing of the COUNTY's construction of Drayton Boulevard to correspond with the timing of payments and the modified phasing plan and development schedule, Paragraph 3 shall now read as follows:

BK- 1208
PG- 2430 601
0734433 Page: 4 Of 11 12/11/2008

3. The funds will be held by the COUNTY in a separate account and applied toward the COUNTY's construction of Drayton Boulevard from the project to Pleasantview Drive. The COUNTY will construct the described section of Drayton Boulevard within ten years after the final, seventeenth, payment is received.

The COUNTY's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

E) The Development Agreement and Exhibits A thru C recorded as document 0631475 are incorporated by reference, as well as Exhibit B-1 and Exhibit D which are attached, are incorporated by reference and made a part of this Amendment.

F) The express provisions of this Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Amendment and the provisions of the Development Agreement.

DOUGLAS COUNTY,
a political subdivision of the state of Nevada

Kelly D. Kite, Chairman

Dated: 12-4-2008

THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT,
DATED MAY 16, 1995

Gregory C. Lynn, Trustee

Dated: 11.6.08

Suzanne Towse, Trustee

Dated: 11-6-08

Approved as to content:

Mimi Moss
Community Development Director

Attest:

Ted Thran, Clerk
By: L Tyrch, Clerk to Board

BK- 1208
PG- 2431 602
0734433 Page: 5 Of 11 12/11/2008

ATTACHMENT

*Exhibit B-1, September 21, 2004, letter from Community Development re: Revised Conditions

*Exhibit D, Modified Phasing Plan and Development Schedule

0734433 Page: 6 Of 11 BK- 1208 PG- 243 603 12/11/2006

EXHIBIT B-1

SEPTEMBER 21, 2004, LETTER FROM COMMUNITY DEVELOPMENT RE: REVISED CONDITIONS

0734433 Page: 7 Of 11 12/11/2008
BK- 1208
PG- 243:604

DOUGLAS COUNTY

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

REVISED
September 21, 2004

FAXED / MAILED

2004 SEP 23 PM 4:50

FILED

Greg Lynn
1222 Bobwire Lane
Gardnerville, NV 89460

Re: Planned Development (PD) 04 – 002, for Greg Lynn
South of Centerville Lane, Adjacent to Drayton Boulevard; APN 1220-17-601-001

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR ½ / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004.

At your request staff has modified two of the twenty-four conditions as follows:

1.B The road tentatively known as Gitalong Way ~~shall be renamed and~~ shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.

1.G Construction traffic for Aloha phase 1 shall use Rubio Way; all subsequent phases shall Rubio Way or Drayton Boulevard once Drayton is improved. ~~All construction traffic shall be limited to Rubio Way.~~

This is the final decision regarding your Development Application for a Planned Development / Tentative Subdivision Map. Should you have any questions, I can be reached at (775) 782-6215 or by e-mail at agilbert@co.douglas.nv.us

Sincerely,

Adam Gilbert, Planner
Douglas County Community Development

HAB

Cc: R.O. Anderson Engineering
Cathe Pool, Douglas County Engineering
Karen Lommori, Douglas County Accounting
File PD 04-002
County Clerk
Building
Planning Division

0734433 Page: 8 Of 11 12/11/2008
BK- 1208
PG- 2434

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

EXHIBIT D

DEVELOPMENT SCHEDULE AND PHASING PLAN MAP FOR ALOHA RANCH PLANNED DEVELOPMENT, ALSO KNOWN AS RAIN SHADOW RANCH

Development Schedule-

Phase 2: Final Map required to be recorded by September 30, 2010.

Phase 3: Final Map required to be recorded by September 30, 2012.

Phase 4: Final Map required to be recorded by September 30, 2014.

Phase 5: Final Map required to be recorded by September 30, 2016.

Phase 6: Final Map required to be recorded by September 30, 2018.

Phase 7: Final Map required to be recorded by September 30, 2020.

Phasing Plan Map is on the following page.

0734433 Page: 9 Of 11 BK- 1208 PG- 2435 12/11/2008 606

ALOHA RANCH DEVELOPMENT
DEED LYMN PROPERTY
DOUGLAS COUNTY, NEVADA
A.P.N. 1220-17-601-01
DEVELOPMENT PHASING PLAN
RESOURCE CONCEPTS, INC.
ENGINEERING · PLANNING · RESOURCE MANAGEMENT
SHEET 1 OF 1
PLEASANTVIEW DEVELOPMENT
DRAYTON BLVD R.O.W.
PHASE 2
PHASE 3
PHASE 6
PHASE 4
PHASE 7
PHASE 5
PISCIOTTA DEVELOPMENT
CHAMBERS FIELD DEVELOPMENT
KINGSTON LANE
NIMBY RANCH
MARIANNE WAY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Dec 10 2008

Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By _____ Deputy

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/COMMUNITY DEV

2014-850591
10/09/2014 11:46 AM
Pgs=36

00000872201408505910360363

KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: OCTOBER 9, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT & CYNTHEA GREGORY, DA'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT RAIN SHADOW PHASE I #2014.202

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

APPROVED OCTOBER 2, 2014 ITEM #7
BOCC
ORDINANCE 2014-1420

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

Between the Owners of Lots in the Rain Shadow Phase 1 Recorded Final Subdivision Map which have not yet been issued a residential building permit:

CARSON VALLEY HOMESITES, LLC
Successor in interest to:
Gregory C. Lynn And Suzanne Towse, Trustees Of
"The 1995 Gregory C. Lynn And Suzanne Towse Trust Agreement, Dated May 16, 1995"
1222 Bobwire Lane
Gardnerville, NV 89460
(hereafter referred to as DEVELOPERS),

FILED
2014 OCT -9 AM 8:37
TED THRAN
CLERK
DEPUTY

D E JANSSE & COMPANY, INC.
1028 Rocky Terrace Dr.
Gardnerville, NV 89470

JOHN WAHL
1166 Mill Street
Gardnerville, NV 89410

PATRICK & TRACI KIEVA
6467Sombrero Avenue
Cypress, CA 90603
(hereafter collectively referred to as VACANT LOT OWNERS)

And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(hereafter referred to as COUNTY)

This Second Amendment to the Development Agreement (Second Amendment) is entered into between the VACANT LOT OWNERS and DEVELOPERS, as legal owners of the remaining lots for which a residential building permit has not been issued, in the project known as Rain Shadow Ranch and the COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

A. DEVELOPERS and VACANT LOT OWNERS are the owners of certain real property, for which a residential building permit has not been issued, in the Rain Shadow Ranch planned development, Phase 1 recorded final map, formerly also known as Aloha Ranch, located

in Douglas County, Nevada, approved by the County as PD 04-002,Ordinance 2004-1083, Ordinance 2004-1906 and Ordinance 2008-1268.

B. The DEVELOPERS and DOUGLAS COUNTY entered into a Development Agreement as required by the conditions of approval placed on the Rain Shadow Ranch planned development. The Development Agreement is dated December 8, 2004, document 0631475, book 1204, pages 04230-04243, and provides, among other things, for the monetary contribution toward off-site road and transportation improvements, including the future construction of Drayton Boulevard. Ordinance 2004-1096 was passed by the Douglas County Board of County Commissioners adopting the Development Agreement between the Parties.

C. Pursuant to the terms of the Development Agreement, DEVELOPERS and the COUNTY agreed to certain obligations with regard to the timing and amount of each payment in order to meet the conditions of approval and the obligation to contribute $200,000.00 toward off-site road and transportation improvements and the COUNTY's use of the contributions to the construction of Drayton Boulevard or other improvements.

D. Subsequently, the DEVELOPERS entered into a First Amendment by Ordinance 2008-1268 and recorded as document 0734433. The First Amendment included, among other items, adjustment of the payment amounts to be applied toward off-site road and transportation improvements based on the reduction of lots recorded with the first final map. The reduction resulted from 17 lots being recorded rather than the 19 approved and anticipated lots. Thus there was a need to increase the amount to be contributed by each lot per the condition of approval requiring each parcel resulting from the recording of a final subdivision map to make a contribution toward the $200,000 obligation. The First Amendment also extended the timing of construction of Drayton Boulevard by the COUNTY. Rain Shadow Ranch phases 2-7 final subdivision maps will not be recorded, as the project's approval for phases 2-7 expired on December 20, 2011.

E. On August 7, 2014, D E Jansse and Company the owner of an existing lot 1137 Kingston Lane, Douglas County, NV, (APN: 1220-17-615-019, Lot 33) within Rain Shadow Ranch received approval of its Planned Development Modification Application (PD04-002-1) to increase the density for the first phase of Aloha Ranch from 17 lots to 18 lots and allowed for the recording of an amended final map now reflecting a total of 18 lots in the first phase subdivision map for Rain Shadow Ranch. The new lot will be created from the existing Lot 33 owned by D E Jansse and Company. Condition number

four, placed on the approval of the Planned Development Modification (PD 04-002-1) required D E Jansse and Company to amend the existing Development Agreement for Rain Shadow Ranch, as amended, or enter into a separate agreement addressing the requirement for each parcel created by a final recorded subdivision map for Rain Shadow Ranch to contribute to the $200,000 for transportation improvements. This Second Amendment is intended to fulfill that condition. By dividing the remaining contribution amount owed, $166,666.67 by the 15 lots, rather than the 14 lots that existed prior to the recording of the amended subdivision map, which have yet to be issued a residential building permit. Due to the increase of the one additional lot, the DEVELOPERS and VACANT LOT OWNERS will have to pay $11,111.11, rather than $11,904.76 toward the contribution amount.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, VACANT LOT OWNERS, DEVELOPERS and COUNTY agree all provisions of the original Development Agreement dated December 8, 2004, recorded as document 0631475, at book 1204, pages 04230-04243, and the First Amendment to the Development Agreement dated December 4, 2008, and recorded as 0734433, at book 1208, page 2427 remain in full force and effect with the exception of the following amendments (deletions are shown with a ~~strikethrough~~ and new language is shown as underlined and *italicized)*:

AMENDMENTS

I.) Page 3, Paragraph (C) of the First Amendment to the Development Agreement recorded as document 0734433, Book 1208, Page 2427, which first amended Page 2, Paragraph 2 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 is further amended to adjust the number of payments and amount due prior to the issuance of each residential building permit, Paragraph 2 shall now read as follows:

2. *Three parcels, Lots 1, 2, and 24*, ~~e DEVELOPERS~~ have been issued *residential* building permits and have contributed $33,333.33 to meet the obligation to contribute $200,000 to the COUNTY. Payments in the amount of $*11,111.11* ~~11,904.76~~ each will be made at or prior to the issuance of the next 1~~5~~4 residential building permits *for lots 3-10, 23, 25-28, and adjusted lot 33 created by the recorded final subdivision map and the new additional lot (anticipated to be lot 33-B)*

created and reflected on a recorded amended final subdivision map within the Rain Shadow Ranch planned development, for a total of 187 payments, corresponding with the issuance of the first 187 *residential* building permits. Failure to make or collect a payment(s) when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of ~~further building~~ *any* permits *for the subject lot, excluding those necessary to address public health and safety,* until such time payment(s) due and owing have been made.

II.) The Development Agreement and Exhibits A thru C recorded as document 0631475 are incorporated by reference, and the First Amendment to the Development Agreement and Exhibits B-1 and Exhibit D recorded as document 0734433 which are attached, are incorporated by reference and made a part of this Second Amendment, and remain in full force and effect except for the language which has been or is hereby amended.

III.) The express provisions of this Second Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Second Amendment and the provisions of the First Amendment and the Development Agreement. The Second Amendment recitals are hereby incorporated. Successors in interest or assigns, subsequent development, or subsequent modifications to the Rain Shadow Ranch planned development will be bound by the terms of the Agreement, as amended.

IV.) This Second Amendment becomes effective upon the later of the following dates: the effective date of the ordinance adopting this Second Amendment or the recording date of the final amended subdivision map as approved by PD 04-002-1 for D E Jansse and Company.

V.) Each signatory warrants and represents to the other signatories the person signing this document in their representative capacity has the legal power, right and authority to bind the signatory to the terms and conditions of Second Agreement. The signatories hereto have caused this Second Agreement to be signed and intend to legally be bound thereby. This document can be signed in counterparts.

{Signatures on the next page}

COUNTY
Douglas County,
a political subdivision of the state of Nevada

Doug N. Johnson, Chairman

Dated: October 2, 2014

Attest:

Tammy Davis, Clerk

DEVELOPERS
Carson Valley Homesites, LLC
(Lots: 3,4,5,6,7,8,23,25,26,27, and 28)

Gregory C. Lynn, Managing Member

Dated: 9.2.14

Suzanne Towse, Managing Member

Dated: 9-2-2014

VACANT LOT OWNERS:
D E Jansse & Company, Inc.
(Lot 33 and following the recording of
the Amended Final Subdivision Map
Lots 33-A and 33-B)

By: Pres.
Its:

Dated: 9-3-14

Lot 9
John Wahl

Dated: 9/4/14

Lot 10
Patrick & Traci Kieva, Joint Tenants

Patrick Kieva, Joint Tenant

Dated: 9/6/14

Traci Kieva, Joint Tenant

Dated: 9/10/14

ATTACHMENTS

*Attachment 1: First Amendment to the Rain Shadow Ranch Development Agreement
*Attachment 2: Development Agreement for the Rain Shadow Ranch Planned Development, also known as Aloha Ranch

Attachment 1:
First Amendment to the Rain Shadow Ranch Development Agreement

Attachment 2:
Development Agreement for the Rain Shadow Ranch Planned Development,
also formerly known as Aloha Ranch

DOC # 0734433
12/11/2008 11:28 AM Deputy: SG
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-1208 PG- 2427 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2008

Recording Requested By:

Name: MIMI MOSS, COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

COPY

AGREEMENT AMENDMENT #2008.267
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

APPROVED DECEMBER 4, 2008 #28
DOUGLAS COUNTY COMMISSIONERS
ORDINANCE 2008-1268

FILED
NO. 2008.267

2008 DEC 10 PM 2:34

TED THRAN
CLERK
BY _____ DEPUTY

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

Between
GREGORY C. LYNN AND SUZANNE TOWSE, TRUSTEES OF "THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT, DATED MAY 16, 1995"
1222 Bobwire Lane
Gardnerville, NV 89460
(hereafter referred to as DEVELOPERS)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(hereafter referred to as COUNTY)

This First Amendment to the Development Agreement is entered into between DEVELOPERS, as legal owners of the project known as Aloha Ranch planned development, also known as the Rain Shadow Ranch, located in Douglas County, Nevada, and the COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

A. DEVELOPERS are the owners of certain real property located in Douglas County, Nevada approved as the Aloha Ranch planned development, also known as the Rain Shadow Ranch, by the Douglas County Board of County Commissioners as Planned Development Application, PD 04-002 and Ordinance 2004-1083.

B. The DEVELOPERS and DOUGLAS COUNTY entered into a Development Agreement as required by the conditions of approval placed on the Aloha Ranch planned development, also known as the Rain Shadow Ranch. The Development Agreement is dated December 8, 2004, document 0631475, book 1204, pages 04230-04243, and provides, among other things, for the DEVELOPERS monetary contribution toward off-site road and transportation improvements, including the COUNTY's construction of Drayton Boulevard. Ordinance 2004R-1096 was passed by the Douglas County Board of County Commissioners adopting the Development Agreement between the Parties.

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PG- 2428
0734433 Page: 2 Of 11 12/11/2008

C. Pursuant to the terms of the Development Agreement, DEVELOPERS and the COUNTY agreed to certain obligations with regard to the timing and amount of each payment by the DEVELOPERS to meet their obligation to contribute $200,000.00 toward off-site road and transportation improvements and the COUNTY's use of the contributions to the construction of Drayton Boulevard or other improvements related to the traffic generated by Aloha Ranch planned development, also known as the Rain Shadow Ranch.

D. Based on changed conditions and efficient development of the planned development, the Parties desire to modify the approved phasing plan and development schedule for the Aloha Ranch planned development, also known as the Rain Shadow Ranch, to include a total of seven phases, allowing the final map for successive phases to be presented within two years of the preceding phase recording; adjusting the payment amounts to be applied toward off-site road and transportation improvements; and extending the timing of construction of Drayton Boulevard by the COUNTY in accordance with the terms of this Amendment to the Development Agreement.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, DEVELOPERS and COUNTY agree all provisions of the original Development Agreement dated December 8, 2004, document 0631475, book 1204, pages 04230-04243 remain in full force and effect with the exception of the following amendments or additions:

AMENDMENTS

A) Page 1, recitals of the Development Agreement recorded as document 0631475, Book 1204, page 04230 incorporating by reference Exhibit B is amended to adopt, incorporate and add Exhibit B-1, a September 21, 2004, letter from Community Development regarding Revised Conditions for Aloha Ranch planned development, also known as the Rain Shadow Ranch, PD 04-002.

B) Page 2, Paragraph 1 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 is amended to adopt and incorporate the modified phasing plan and development schedule reflected in Exhibit D, into the Development Agreement and Planned Development Application, PD 04-002, Paragraph 1 shall now read as follows:

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1. The Developers agree to pay Douglas County the sum of $200,000.00 toward off-site road and transportation improvements.

1.A Phasing Plan and Development Schedule:

Development for phases two through seven of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, will be constructed per the phasing plan and development schedule as delineated in Exhibit D, which is attached and incorporated by reference. The final map for phase one of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, has been recorded and thus has not been included. Overlapping of phases is permitted as allowed in Title 20 and subject to approval of the Community Development Director. The final map for successive phases, after the recording of Phase two, must be presented within two years of the preceding phase recording. No modifications or extensions of time regarding the recording of final maps may be granted under Nevada Revised Statutes or Douglas County Code. Any changes to the phasing plan and development schedule must be made by amendment to this Development Agreement as allowed by law.

C) Page 2, Paragraph 2 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 and Planned Development Application, PD 04-002 is amended to adjust the number of payments and amount due prior to the issuance of each residential building permit, Paragraph 2 shall now read as follows:

2. The DEVELOPERS have been issued three building permits and have contributed $33,333.33 to meet their obligation to contribute $200,000 to the COUNTY. Payments in the amount of $11,904.76 each will be made at or prior to the issuance of the next 14 residential building permits within the planned development, for a total of 17 payments, corresponding with the issuance of the first 17 building permits. Failure to make or collect a payment(s) when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until such time payment(s) due and owing have been made.

D) Page 3, Paragraph 3 of the Development Agreement recorded as document 0631475, Book 1204, page 04232 and Planned Development Application, PD 04-002 is amended to extend the timing of the COUNTY's construction of Drayton Boulevard to correspond with the timing of payments and the modified phasing plan and development schedule, Paragraph 3 shall now read as follows:

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621

3. The funds will be held by the COUNTY in a separate account and applied toward the COUNTY's construction of Drayton Boulevard from the project to Pleasantview Drive. The COUNTY will construct the described section of Drayton Boulevard within ten years after the final, seventeenth, payment is received.

The COUNTY's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

E) The Development Agreement and Exhibits A thru C recorded as document 0631475 are incorporated by reference, as well as Exhibit B-1 and Exhibit D which are attached, are incorporated by reference and made a part of this Amendment.

F) The express provisions of this Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Amendment and the provisions of the Development Agreement.

DOUGLAS COUNTY,
a political subdivision of the state of Nevada

Kelly D. Kite

Kelly D. Kite, Chairman

Dated: 12-4-2008

THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT, DATED MAY 16, 1995

Gregory C. Lynn, Trustee

Dated: 11.6.08

Suzanne Towse, Trustee

Dated: 11-6-08

Approved as to content:

Mimi Moss
Community Development Director

Attest:

Ted Thran, Clerk
By: L Lynch, Clerk to Board

COPY

BK- 1208
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0734433 Page: 5 Of 11 12/11/2008
622

ATTACHMENT

*Exhibit B-1, September 21, 2004, letter from Community Development re: Revised Conditions

*Exhibit D, Modified Phasing Plan and Development Schedule

COPY

0734433 Page: 6 Of 11 12/11/2008 BK- 1208 PG- 2432 623

EXHIBIT B-1

SEPTEMBER 21, 2004, LETTER FROM COMMUNITY DEVELOPMENT RE: REVISED CONDITIONS

COPY

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BK- 1208
PG- 2433

COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

REVISED
September 21, 2004

FAXED / MAILED

2004 SEP 23 PM 4:50

FILED

Greg Lynn
1222 Bobwire Lane
Gardnerville, NV 89460

Re: Planned Development (PD) 04 – 002, for Greg Lynn
South of Centerville Lane, Adjacent to Drayton Boulevard; APN 1220-17-601-001

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR ½ / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004.

At your request staff has modified two of the twenty-four conditions as follows:

1.B The road tentatively known as Gitalong Way ~~shall be renamed and~~ shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.

1.G Construction ~~traffic~~ for Aloha phase 1 shall use Rubio Way; all subsequent phases shall Rubio Way or Drayton Boulevard once Drayton is improved. ~~All construction traffic shall be limited to Rubio Way.~~

This is the final decision regarding your Development Application for a Planned Development / Tentative Subdivision Map. Should you have any questions, I can be reached at (775) 782-6215 or by e-mail at agilbert@co.douglas.nv.us

Sincerely,

Adam Gilbert, Planner
Douglas County Community Development

HAB

Cc: R.O. Anderson Engineering
Cathe Pool, Douglas County Engineering
Karen Lommori, Douglas County Accounting
File PD 04-002
County Clerk
Building
Planning Division

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EXHIBIT D

DEVELOPMENT SCHEDULE AND PHASING PLAN MAP FOR ALOHA RANCH PLANNED DEVELOPMENT, ALSO KNOWN AS RAIN SHADOW RANCH

Development Schedule-

Phase 2: Final Map required to be recorded by September 30, 2010.

Phase 3: Final Map required to be recorded by September 30, 2012.

Phase 4: Final Map required to be recorded by September 30, 2014.

Phase 5: Final Map required to be recorded by September 30, 2016.

Phase 6: Final Map required to be recorded by September 30, 2018.

Phase 7: Final Map required to be recorded by September 30, 2020.

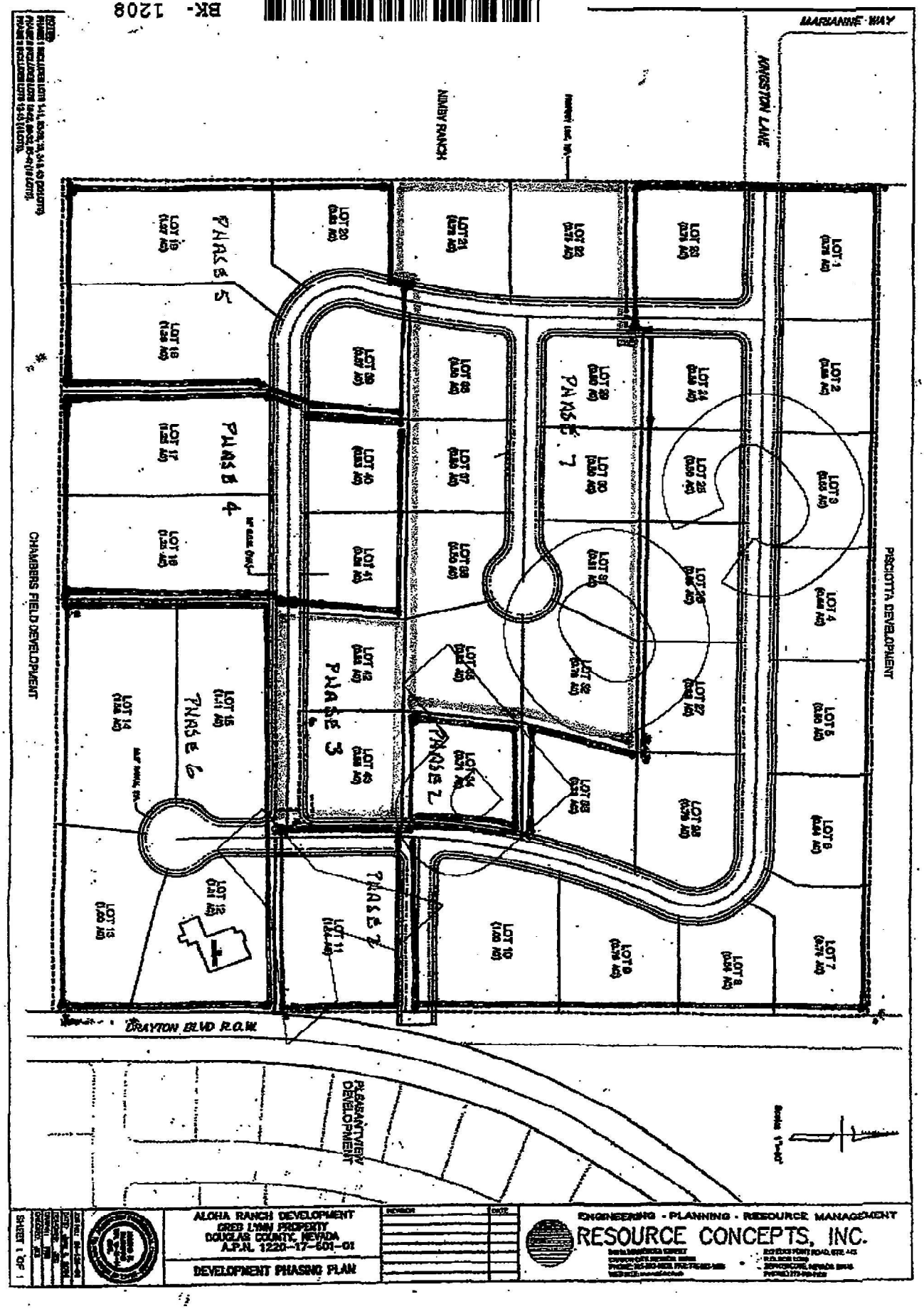
Phasing Plan Map is on the following page.

COPY

BK- 1208
PG- 2435
0734433 Page: 9 Of 11 12/11/2008

0734433 Page: 10 Of 11 12/11/2008

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PG- 2436



COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Dec 10 2008

Tikan Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Cindy M Fuller Deputy

BK- 1208
PG- 2437
0734433 Page: 11 Of 11 12/11/2008

NF

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC 10 AM 8:17

WERNER CHRISTEN
RECORDER

$ 0 PAID KD DEPUTY

Assessor's Parcel Number: N/A

Date: DECEMBER 9, 2004

Recording Requested By:

✓ **Name:** MIMI MOSS/COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2004.286
(Title of Document)

COPY

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0631475
BK1204PG04229

APPROVED NOV. 23, 2004 ITEM #44
DOUGLAS COUNTY BOARD OF COMMISSIONERS
ORDINANCE 2004-1096

FILED
NO. 2004.286
2004 DEC -8 AM 11:45
BARBARA REED
CLERK
BY [signature] DEPUTY

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered between Douglas County, a political subdivision of the State of Nevada (County) and Gregory C. Lynn and Suzanne Towse, Trustees of "The 1995 Gregory C. Lynn and Suzanne Towse Trust," dated may 16, 1995, hereafter referred to as "Developers".

Developers are the owners of certain real property in Douglas County, Nevada, known as the Aloha Ranch, situated approximately 1,320 feet South of Centerville Lane and adjacent to Drayton Boulevard, APN 1220-17-601-001, and being more fully described on Exhibit A, attached and incorporated by reference. The property is the subject of Planned Development Application PD 04-002, for 43 single family residences, which has been approved in Ordinance 2004-1083, subject to conditions, as more fully set forth in the approval letter dated September 15, 2004, attached as Exhibit B, and incorporated by reference.

The planned development is within a "receiving area", which allows the increase in residential density, subject to County approval, by participation in the transfer development rights program, pursuant to Chapter 20.500 of the Douglas County Code, and the project was approved for the construction of more units than would have otherwise been allowed in its the base zoning district.

The development of this parcel, as approved, will lead to the increase in use of streets and roads off-site from the project, and the Developer is responsible for off-site road and transportation improvements related to the impact of the development. One of the alternative ways out of the Aloha Ranch

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is by way of Drayton Boulevard, North and Northeast to Centerville Lane, but the cost of required improvements to Drayton Boulevard exceeds the impact of the development, and the improvements to Drayton Boulevard, if made, will benefit other members of the community. Accordingly, the Developers have agreed to pay certain sums, as set forth below, to Douglas County, in lieu of actually making improvements to existing roads and partial improvements to Drayton Boulevard.

The parties recognize that the contribution toward off-site road and transportation improvements is a significant investment in capital improvements, and, pursuant to NRS 278.0201 and Douglas County Code, Chapter 20.400, desire to enter this Development Agreement in order to secure their respective rights and obligations.

Now, therefore, for and in consideration of the mutual promises, covenants and agreement contained herein, the parties agree as follows:

1. The Developers agree to pay Douglas County the sum of $200,000 toward off-site road and transportation improvements.

2. Payments in the amount of $10,526.32 each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits. Failure to make or collect a payment when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until all payments have been made.

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3. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard from the project to Pleasantview Drive. Douglas County will construct the described section of Drayton Boulevard after the nineteenth payment is made, or beginning eight (8) years after this development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.

Douglas County's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

4. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to Marianne Way, South of Centerville Lane. In the event the funds are not used toward the improvements contemplated herein, or otherwise related to the traffic generated by this project, within ten years of payment, then they will be returned to Developers or their successors in interest.

5. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of this agreement.

6. The Developers will acquire and dedicate off-site access to extend what is now known as Gitalong Way to Drayton Boulevard.

7. The Developers agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard. The County will bear the costs of design, construction

and maintenance of its stormwater drainage facilities. To the extent that Developers' contemplated changes in the drainage facilities for Phases 8 and 10 of the Pleasantview Subdivision can be designed to manage the drainage from Drayton Boulevard, then the parties can share the costs, with each party to be responsible for a share proportionate to its use of such facilities. Arrangements for off site management of stormwater drainage will be the responsibility of the party who requires the same. Subject to Developers' approval of design and construction, the County will be able to convey through Aloha Ranch.

8. This development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the Developers with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of $200,000, as provided in paragraph 21, the Developers' right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".

9. Except as otherwise provided in the planned development approval, pursuant to NRS 278.0201, the ordinances, resolutions or regulations applicable to the subject property and governing the permitted uses of the property, density and standards for design, improvement and construction are those in effect upon approval of the planned development and this agreement.

10. This agreement will be binding on, and inure to the benefit, of the parties, their heirs, successors and assigns, including purchasers of individual lots created by the recordation of any final subdivision map.

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11. This agreement will be governed by the laws of the State of Nevada.

12. The parties agree that the sums provided herein are not impact fees, but installment payments for off-site improvements legitimately required as a condition of development approval.

13. The failure of any party to this Agreement to abide by the terms of this Development Agreement shall constitute a default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision in this Development Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and, if practicable, the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged with the default shall not be considered in default for purposes of termination or institution of legal proceedings or issuance of any building permit or certificate of occupancy.

14. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of supplementary environmental regulation, or similar bases for excused performance. If written

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notice of such delay is given to Douglas County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

15. In addition to any other rights or remedies, either party may institute legal action in law or equity to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

16. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements necessary from any federal, state or local government entity, necessary to implement the intent of this Development Agreement.

17. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and except as otherwise provided in conditions of development approval already made and granted as to specific projects, supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

COPY

Date:

THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST

By GREGORY C. LYNN, TRUSTEE

Date:

By SUZANNE TOWSE, TRUSTEE

0631475
BK1204PG04235
635

Date:

DOUGLAS COUNTY, NEVADA

By:

ATTEST:
BARBARA REED, DOUGLAS COUNTY CLERK

By: , Clerk to Board

APPROVED AS TO FORM:
Scott Doyle, Douglas County District Attorney

By Thomas E. Perkins, Deputy

COPY

Order No.: 040800474

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeast corner of Parcel B of that certain Parcel Map for Bob Whear recorded in Book 192 at Page 743 as Document No. 268564 of the official records of said Douglas County; thence Northerly along the Easterly line of said Parcel B, North 0°23'40" East, 1257.28 feet to the Southwest corner of the 13.00 acre parcel shown on that certain Parcel Map for the J.M. Ryan Parcels recorded in Book 474 at Page 253 as Document No. 72640 of the official records of said Douglas County; thence Easterly along the Southerly line of said 13.00 acre parcel, North 89°34'38" East, 1320.26 feet to the Southwest corner of said 13.00 acre parcel; thence South 0°29'39" East, 1256.79 feet to the Northeast corner of Lot 11 of the Chambers Field Subdivision recorded in Book 179 at Page 435 as Document No. 28862 of the official records of said Douglas County; thence Westerly along the Northerly line of Lots 6 through 11 of said Chambers Field Subdivision, South 89°33'21" West, 1322.44 feet to the Point of Beginning.

Reference is made to Record of Survey filed with the Douglas County Recorder on December 1, 1994 in Book 1294, at Page 143 as Document No. 351716.

APN 1220-17-601-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 27, 2002, BOOK 0802, PAGE 9035, AS FILE NO. 0550521, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

2.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

Received
SEP 21 2004
Douglas County District Attorney

FILED
2004 SEP 17 AM 9:05
BARBARA REED
CLERK
DEPUTY

September 15, 2004

Greg Lynn
1222 Bobwire Lane
Gardnerville, NV 89460

Re: Planned Development (PD) 04 – 002 for Greg Lynn
1,320 feet south of Centerville Lane and adjacent to Drayton Boulevard,
(APN 1220-17-601-001)

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR ½ / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004. The approved Planned Development / Tentative Parcel Map is subject to the following conditions:

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF A FINAL MAP APPLICATION:

1. The applicant[1] shall submit improvement plans to the Douglas County Community Development Department for review and approval. The improvement plans shall comply with Douglas County Code and the Douglas County Design Criteria and Improvement Standards manual ("design manual") and shall include the following:

   A. The applicant shall show evidence that the Gardnerville Ranchos General Improvement District (GRGID) has reviewed and approved the design and construction of all internal roads, including park strip and sidewalk.

[1] The "applicant", hereinafter meaning the applicant/developer and/or his representative.

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B. The road tentatively known as Gitalong Way shall be renamed and shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.

C. The northern portion of the road tentatively known as Mosey Way shall be renamed Kingston Lane.

D. Kingston Lane shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvement Standards Manual.

E. The applicant shall enter a development agreement, in a form to be approved by the Board, for payment of funds toward construction of off-site road and transportation improvements, as set forth in condition number 21.

F. Final landscape plan for street trees.

G. All construction traffic shall be limited to Rubio Way.

2. The project shall connect to the Gardnerville Ranchos General Improvement District (GRGID) sewer system and shall comply with the GRGID will serve letter.

3. The project shall connect to the GRGID water system and shall comply with the GRGID will serve letter.

4. The applicant shall meet the water rights dedication requirement for the new parcels to the satisfaction of the GRGID.

5. The applicant shall review his submittal with the Water Conveyance Advisory Committee (WCAC) and comply with any conditions or mitigation measures deemed necessary by that Board.

THE FOLLOWING CONDITIONS ARE TO BE MET CONCURRENTLY WITH THE SUBMITTAL OF A FINAL MAP APPLICATION:

6. The applicant shall demonstrate compliance with any conditions or mitigation measures deemed necessary by the WCAC.

7. The applicant shall submit a copy of the notice of completion from Douglas County for all required road, utility, drainage and other related project improvements. If any improvements are not constructed prior to the submittal of the final map application, the applicant shall submit a copy of the recorded security and improvement agreement.

8. The applicant shall pay $2,925 for future traffic improvement costs at the intersection of State Route 88 and Centerville Lane, and the applicant shall pay $3,375 for future traffic improvement costs at the intersection of Centerville Lane and Dresslerville Road.

9. The applicant shall install utility lines and extend to serve each parcel. Any new utility extensions must be installed underground in accordance with Douglas County Code Section 20.220, Under grounding of Utilities.

10. The applicant shall insure that on-site and off-site improvements are constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County on a form provided by the County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.

11. The applicant shall submit proof from the GRGID that the required water rights have been dedicated to serve the development.

12. The applicant shall comply with final map requirements as prescribed by NRS 278 and Douglas County Code Section 20.712. Additionally, the final map shall show:

    A. A seven and one-half (7.5) foot public utility easement along all road frontages and five (5) foot public utility easement along the side and rear lot lines.

    B. The Community Development Certificate shall state the County rejects the offer of dedication for the public roads with the reservation to accept the offer at a later date.

    C. An easement for any new cluster mailbox location, if required.

    D. Drainage easements as necessary for mitigating onsite, offsite, and cross-lot drainage impacts. All drainage easements shall be shown as private, unless accepted by the GRGID for maintenance.

    E. The applicant shall provide evidence that twenty-four (24) transfer of development rights are available and dedicated to support this development.

    F. A minimum 11-foot access and landscape easement from the edge of right-of-way along all street frontages. The applicant shall dedicate this area as a public access easement on the final map.

13. The applicant shall submit documentation that all property taxes and any agricultural liens on the property have been paid in full for the current fiscal year.

14. The applicant shall submit a deed restriction, in the proper form to be recorded with the final map, stating the following: "Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

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15. Each lot owner is responsible for the maintenance of the area between the sidewalk and the edge of curb. If the owner fails or refuses to maintain the area, then, upon reasonable notice, the County, or other governmental entity in whose jurisdiction the property lies, has the authority to enter upon the property and conduct the required maintenance, in which case the costs of maintenance will be a lien on the property, which may be perfected and executed in the manner provided by law.

16. The applicant shall provide documentation that the development rights to be transferred, to support 24 additional residential units, have been certified and are eligible for transfer under section 20.500 of Douglas County Code.

THE FOLLOWING NOTES SHALL BE PLACED ON THE FINAL MAP:

17. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).

18. Maintenance of all drainage facilities and easements shall be the responsibility of the individual property owners or other private entity, including a homeowner's association, unless accepted by the GRGID. The County rejects any offer of dedication of drainage facilities or drainage easements.

19. The access and landscape easements shall be maintained by individual property owners.

TO BE SUBMITTED WITH THE BUILDING PERMIT:

20. The applicant shall submit a landscape and irrigation plan for the front yard and park strips

21. The development agreement for off-site road and transportation improvements will contain the following terms, and each parcel resulting from the recording of final subdivision maps and each phase thereof will be bound by the terms thereof, which require payment of funds at or prior to the issuance of each residential building permit:

    A. The applicant is required to contribute the sum of $200,000 toward off-site road and transportation improvements, payable as set forth in Paragraph B hereof.

    B. Payments in the amount of $10,526.32 ($200,000 / 19 = $10,526.32) each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits.

    C. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard. Construction will take place by the County after the twentieth payment is made, or beginning eight (8) years after the development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.

    D. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to

Marianne Way. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of the development agreement.

E. The applicant will acquire and dedicate off-site access to extend "Git Along Way" to Drayton Boulevard.

F. The applicant will agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard.

THE FOLLOWING CONDITIONS ARE APPLICABLE TO THE NEWLY CREATED PARCELS THROUGHOUT THE LIFE OF THE PROJECT:

22. The applicant shall be responsible for maintenance of all drainage facilities and easements, unless accepted by GRGID. Obstructing the flow or altering the course of a drainage channel is prohibited.

23. The development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the applicant with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of $200,000, as provided in condition 21, and in the development agreement to be adopted pursuant thereto, the applicant's right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".

24. This tentative map approval shall expire two years from the date of approval, if a final map application that conforms to all the conditions of approval is not submitted to the Community Development Department prior to the expiration date. Extensions of time may be granted in accordance with Douglas County Code Section 20.30.020.

This is the final decision regarding your Development Application for a Planned Development / Tentative Subdivision Map. For questions regarding this project, I can be reached by phone at (775) 782-6215 or e-mail at agilbert@co.douglas.nv.us

Sincerely,

Adam Gilbert, Planner
Douglas County Community Development

HAB

Cc: R.O. Anderson Engineering
Cathe Pool, Douglas County Engineering
Karen Lommori, Douglas County Accounting
File PD 04-002
County Clerk

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AMENDED

EXHIBIT C
APPENDIX TO DEVELOPMENT AGREEMENT

1. The sound barrier walls required by the "Pleasantview/Drayton Development Agreement" shall be constructed concurrent with the development Drayton Boulevard.

2. The sound barrier walls will extend from the existing Pleasantview West sound barrier wall, at a height not to exceed seven feet. The wall will be of a masonry type construction, maintaining the aesthetic nature of the neighborhood.

3. Drayton Boulevard will be constructed to Douglas County standards, the same as existing Pleasant view roads. There will be weight limits on the road to preclude regular use of the roadway by large trucks.

4. Until such time as to portions of Drayton Boulevard contemplated by this agreement are constructed, the Wintergreen and Sweetwater exits will remain barricaded.

5. Street lighting on Drayton Boulevard adjacent to Pleasantview will be at the intersections only, and will be of low intensity, directed away from the rear of the homes on Springfield Drive.

6. Drayton Boulevard will be a County maintained road, controlling weeds and loose dirt.

7. If there is incremental development of Drayton Boulevard, the above conditions shall apply to all such development with the sound barrier walls culminating at the South end of the Pleasantview subdivision.

COPY

SEAL
CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: December 8, 2004
B. Lee Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By Carol M Culbert Deputy

EXHIBIT C

RECORDING REQUESTED BY
DOUGLAS COUNTY
AND WHEN RECORDED MAIL TO:
CLERK
STATE
NO
063475
BK1204PG04243

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

9th day of Oct 20 14

By [signature] Deputy

Maryanne Road, LLC (Aloha Ranch Phases 2 & 3)

Development Agreement

- Original Agreement (Document 2016-884270)

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/COMMUNIT DEVELOPMENT

2016-884270
07/13/2016 12:06 PM
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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: JULY 13, 2016

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

DEVELOPMENT AGREEMENT #2016.175

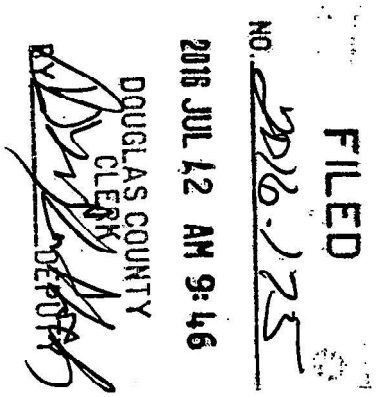
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

DEVELOPMENT AGREEMENT
FOR RAIN SHADOW RANCH PHASE 2 AND 3

Between the Owner of the Lot (APN 1220-17-615-021) in Rain Shadow Ranch which has not yet been subdivided:

MARYANNE ROAD, LLC
a Nevada limited liability company
P.O. Box 456
Zephyr Cove, Nevada 89448
(hereinafter referred to as "Maryanne")
and
DOUGLAS COUNTY
a political subdivision of the State of Nevada
P.O. Box 218
Minden, Nevada 89423
(hereinafter referred to as "County")



This Development Agreement for Rain Shadow Ranch Phase 2 and 3 (this "Agreement") is entered into between Maryanne, as legal owner of the remainder parcel, (Property) which is more fully described in Exhibit "A" attached and incorporated herein. The Property has received tentative subdivision map approval, and the parties pursuant to Chapter 278 of the Nevada Revised Statutes and Chapter 20.400 of the Douglas County Code, enters into the following terms and conditions for purposes of setting forth in its entirety the Agreement as applied to the Property .

RECITALS

A. Maryanne is the owner of that certain real Property located in Douglas County, Nevada, commonly known as APN 1220-17-615-021, consisting of approximately 22.20 acres, located at 1150 Kingston Lane which is located within a planned development (PD 04-002).

B. The Property was also formerly a part of a larger parcel of land which was originally contemplated to be subdivided into forty-three (43) lots for development of single-family residences, however to-date only 18 lots have been recorded. The final subdivision maps for the Property were not timely filed and expired. Subsequently, the Property was sold to Maryanne who became the successor in interest to the Property following the expiration of the subdivision maps. Maryanne has filed a Modification to the Planned Development (PD 04-002-2) to modify the original planned development to increase the density of single family lots that are allowed to be recorded on the Property by three additional lots. Additionally, a tentative subdivision map to divide the Property into 27 lots in two phases has been conditionally

approved as set forth in Exhibit "B" conditions of approval, attached and incorporated herein.

C. In connection therewith, the original developer, Gregory C. Lynn and Suzanne Towse, Trustees of The 1995 Gregory C. Lynn and Suzanne Towse Trust, dated May 16, 1995, entered into a Development Agreement (the "Trust Agreement") with the County dated as of December 8, 2004, and recorded December 10, 2004, as Document No. 0631475, Official Records of Douglas County, which has been amended twice, which provided that Rain Shadow Ranch subdivision, as originally approved, would lead to the increase in use of streets and roads off-site from the project and the responsibility to construct off-site road and transportation improvements related to the impact of the development. One of the alternative ways out of Rain Shadow Ranch is by way of Drayton Boulevard, North and Northeast to Centerville Lane, but the cost of required improvements to Drayton Boulevard exceeded the impact of the development, and the improvements to Drayton Boulevard, if made, would also benefit other members of the community. The negotiated and agreed to impact of the contemplated 43 homes upon Drayton was determined to be $200,000 in 2004. Accordingly, the Trust Agreement required payment of $200,000 to the County, in lieu of actually making improvements to existing roads and partial improvements to Drayton Boulevard, toward such off-site road and transportation improvements and the County's use of the contributions to the construction of Drayton Boulevard or other improvements related to the traffic generated by the 2004 Rain Shadow Ranch subdivision.

D. Maryanne is in the process of subdividing the Property into twenty-seven (27) lots which will create three additional lots than originally contemplated under the expired 2004 Rain Shadow Ranch subdivision and Trust Agreement.

E. The additional three lots as well as the delay in collecting funds create additional impacts and construction costs to Drayton Boulevard and other streets and roads off-site from the project, and Maryanne has agreed to pay certain sums, as set forth below, to the County to contribute to the costs of County's construction of Drayton Boulevard and other improvements related to the traffic generated by the subdivision of the Property.

F. The parties hereto recognize that the contribution toward off-site road and transportation improvements is a significant investment in capital improvements, and, pursuant to NRS 278.0201 and Douglas County Code, Chapter 20.400, desire to enter this Development Agreement in order to secure their respective rights and obligations.

Now, therefore, for and in consideration of the mutual promises, covenants and

agreements contained herein, the parties hereto agree as follows:

1. Maryanne agrees to extend and connect, consistent with Douglas County Design and Criterial Improvement Standards, what is now known as Acorn Court to Drayton Boulevard, including temporary barricades, at its sole cost and expense.

2. Maryanne agrees to pay the County a total of $51, 627.94 for the increased impact of the three additional lots which were not originally contemplated and a 30 percent increase per lot due to increased construction costs for the originally anticipated 24 lots, which were never recorded, but are anticipated with the new subdivision per Exhibit "B". The initial $200,000 was a negotiated amount per the Trust Agreement; individual lot impacts were not calculated at the time, but rather a lump sum was agreed to in connection with the first recorded final map to be paid with each of the 18 building permits. In order to recognize the $200,000 contracted portion already agreed to be paid, the total due and owing by Maryanne is $51,627.94. The $51,627.94 was calculated based on the following: $6,046.16 for each of the three lots that were not contemplated under the full build out of the original subdivision, for a total of $18,139.53 and in recognition of the 30 percent increase in construction costs since 2004 for the 24 lots that were contemplated but not recorded, $1395.35 per lot for a total of $33,488.40 for the 30% cost differential. A portion of the total amount shall be paid with each final map based on the number of lots recorded. The first final subdivision map is tentatively approved to record 11 lots, thus $21,033.59 shall be paid prior to recordation of the first final subdivision map for the Property and the remaining amount $30,594.35 shall be paid prior to the recording of the next successive final map tentatively approved for 16 lots. The money shall be used for off-site road and transportation improvements, including County's construction of Drayton Boulevard. The funds will be held by County in a separate account and applied toward the County's construction of Drayton Boulevard.

3. In the event the subdivision is terminated or abandoned before build out, the funds held by County may be used, in its discretion, for improvements to Marianne Way, South of Centerville Lane. In the event the funds are not used toward the improvements contemplated herein, or otherwise related to the traffic generated by this project, within ten years of the final payment, then they will be returned to Maryanne or its successors in interest.

4. Successors in interest, subsequent development on the Property, or modifications to the subdivision will be bound by the terms of this Agreement.

5. Maryanne agrees to cooperate with the County in the design of drainage

improvements and management of stormwater drainage from Drayton Boulevard. The County will bear the costs of design, construction and maintenance of its stormwater drainage facilities.

6. This Agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by Maryanne with the expectation that issuance of residential building permits for the Property, numbering twenty-seven (27) units, will not be constrained by subsequent legislation, but will be required to meet the requirements of the DCC Title 20, Chapter 20.560 Building Permit Allocation and Growth Management

7. Except as otherwise provided in the conditioned approvals attached and incorporated as Exhibit "B", pursuant to NRS 278.0201, the ordinances, resolutions or regulations applicable to the Property and governing the permitted uses of the property, density and standards for design, improvement and construction are those in effect now and in the future. This Agreement will be binding on, and inure to the benefit, of the parties hereto, their heirs, successors and assigns. This Agreement does not create, and may not be construed as creating, any third-party rights of action in any other person or entity.

8. This Agreement shall be governed by the laws of the State of Nevada. The parties agree that the Ninth Judicial District Court or the East Fork Justice Court, as appropriate, will be the forum for any litigation arising as a result of this Agreement

9. The parties hereto agree that the sums provided herein are not impact fees, but payments for off-site improvements legitimately required as a condition of development approval.

10. The failure of any party to this Agreement to abide by the terms of this Agreement shall constitute a default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision in this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice, in writing, specifying the nature of the alleged default and, if practicable, the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged with the default shall not be considered in default for purposes of termination or institution of legal proceedings or issuance of any building permit or certificate of occupancy.

11. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war,

insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities not parties to this Agreement, enactment of supplementary environmental regulations or similar basis for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

12. In addition to any other rights or remedies, either party hereto may institute legal action in law or equity to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

13. Regardless of the coverage provided by any insurance, Maryanne agrees to indemnify and save and hold the County, its agents and employees, harmless from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, attorney fees, court costs, interest, and expenses of whatsoever kind or nature, whether arising before or after completion of the work under this Agreement, which arise out of or are connected with, or are claimed to arise out of or be connected with (i) any accident or occurrence which happens or is alleged to have happened in or about the Property on or after the Effective Date of this Agreement and which is caused or is alleged to have been caused in whole or in part by any negligent act or omission or willful misconduct of Maryanne, its agents and employees, or (ii) the violation by Maryanne of any permit condition governing the Property, or (iii) any breach by Maryanne of its obligations, warranties, or representations under this Agreement.

14. The Recitals are incorporated into the terms of this Agreement.

15. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, supersedes all other agreements, written or oral, between the parties with respect to such subject matter. This Agreement may be amended by the Parties by a written agreement that is adopted by the COUNTY through an ordinance in compliance with NRS 278.020 through 278.0207, inclusive.

16. The COUNTY agrees the terms of this Agreement are consistent with the Master Plan.

17. This Agreement is effective as of the effective date of the County ordinance that adopts this Agreement. The term of this Agreement is for ten years or until the final payment is made associated with the recording of the last final map contemplated herein, whichever is later.

18. OWNER and COUNTY acknowledge and agree that prior to entering into this Agreement appropriate legal advice and counsel was sought and that both OWNER and COUNTY made a voluntary informed decision to enter into this Agreement in good faith.

19. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of these documents.

IN WITNESS WHEREOF, the partics hereto have executed this Agreement effective as of the date of the last signature below.

Dated: 7/1/16

MARYANNE ROAD, LLC
a Nevada limited liability company

By: _____
Name: C. Landy Lane
Its: Managing Member

Dated: 7-7-16

DOUGLAS COUNTY, NEVADA

By: _____
Name: Doug N. Johnson
Chair, County Commission

ATTEST:
Kathy Lewis, Douglas County Clerk

By: Kathy Lewis

EXHIBIT A
REAL PROPERTY DESCRIPTION
APN 1220-17-615-021
AS ANTICIPATED FOLLOWING SUBDIVISION
RAIN SHADOW RANCH PHASE 2 AND 3

PARCEL A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 45°27'12" WEST, 1869.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 00°28'17" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL A, 1256.65 FEET; THENCE NORTH 89°29'01" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, 656.26 FEET; THENCE NORTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET; THENCE NORTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET; THENCE NORTH 00°00'00" EAST, 36.00 FEET; THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET; THENCE NORTH 00°07'06" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 43, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 34; THENCE NORTH 05°47'59" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 34, 183.33 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 33; THENCE NORTH 14°49'08" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 33, 184.65 FEET TO THE SOUTHEAST CORNER OF PROPOSED LOT 27; THENCE NORTH 89°24'17" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOTS 27, 26, AND 25, 512.77 FEET; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 25, 162.76 FEET; THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 25, 2.18 FEET; THENCE NORTH 00°35'43" EAST, 36.00 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 3; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 3, 158.37 FEET TO A POINT OF THE NORTHERLY LINE OF SAID PARCEL A; THENCE SOUTH 89°27'27" EAST, ALONG SAID NORTHERLY LINE, 926.12 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS.

PARCEL B:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 46°11'45" WEST, 3693.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 00°33'57" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL A, 870.66 FEET; THENCE SOUTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 22, 196.92 FEET; THENCE SOUTH 90°00'00" EAST, 36.00 FEET TO

A POINT ON PROPOSED LOT 29; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 29, 27.41 FEET; THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOTS 29, 30, 31 AND 32, 671.77 FEET; THENCE SOUTH 14°49'08" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 32, 184.65 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 35; THENCE SOUTH 05°47'59" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 35, 183.33 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 42; THENCE SOUTH 00°07'06" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 42, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 43; THENCE NORTH 90°00'00" EAST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET; THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE NORTHEASTERLY CORNER OF PROPOSED LOT 15; THENCE SOUTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 16; THENCE SOUTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A; THENCE NORTH 89°29'01" WEST, ALONG SAID SOUTHERLY LINE 666.22 FEET TO THE POINT OF BEGINNING.
NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 3, 4, 5, 25 AND 26 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 25, 2005, AS DOCUMENT NO. 658957 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 6, 7, 8, 27 AND 28 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 23, 2006, AS DOCUMENT NO. 687077 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 9, 10, 33 AND A PORTION OF REMAINDER PARCEL (LOTS 11 & 34 OF PHASE 2) OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 12, 2007, AS DOCUMENT NO. 711035 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

REFERENCE IS MADE TO RECORD OF SURVEY FILED WITH THE DOUGLAS COUNTY RECORDER ON FEBRUARY 18, 2015 AS DOCUMENT NO. 857112.

EXHIBIT B

CONDITIONS OF APPROVAL

PD MODIFICATION & TENTATIVE SUBDIVISION MAP

(To be added at the time of adoption)

EXHIBIT A
REAL PROPERTY DESCRIPTION
APN 1220-17-615-021
AS ANTICIPATED FOLLOWING SUBDIVISION
RAIN SHADOW RANCH PHASE 2 AND 3

PARCEL A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 45°27'12" WEST, 1869.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 00°28'17" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL A, 1256.65 FEET; THENCE NORTH 89°29'01" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, 656.26 FEET; THENCE NORTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET; THENCE NORTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET; THENCE NORTH 00°00'00" EAST, 36.00 FEET; THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET; THENCE NORTH 00°07'06" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 43, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 34; THENCE NORTH 05°47'59" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 34, 183.33 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 33; THENCE NORTH 14°49'08" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 33, 184.65 FEET TO THE SOUTHEAST CORNER OF PROPOSED LOT 27; THENCE NORTH 89°24'17" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOTS 27, 26, AND 25, 512.77 FEET; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 25, 162.76 FEET; THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 25, 2.18 FEET; THENCE NORTH 00°35'43" EAST, 36.00 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 3; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 3, 158.37 FEET TO A POINT OF THE NORTHERLY LINE OF SAID PARCEL A; THENCE SOUTH 89°27'27" EAST, ALONG SAID NORTHERLY LINE, 926.12 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS.

PARCEL B:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 46°11'45" WEST, 3693.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 00°33'57" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL A, 870.66 FEET; THENCE SOUTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 22, 196.92 FEET; THENCE SOUTH 90°00'00" EAST, 36.00 FEET TO

A POINT ON PROPOSED LOT 29; THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 29, 27.41 FEET; THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOTS 29, 30, 31 AND 32, 671.77 FEET; THENCE SOUTH 14°49'08" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 32, 184.65 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 35; THENCE SOUTH 05°47'59" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 35, 183.33 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 42; THENCE SOUTH 00°07'06" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 42, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 43; THENCE NORTH 90°00'00" EAST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET; THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE NORTHEASTERLY CORNER OF PROPOSED LOT 15; THENCE SOUTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 16; THENCE SOUTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A; THENCE NORTH 89°29'01" WEST, ALONG SAID SOUTHERLY LINE 666.22 FEET TO THE POINT OF BEGINNING.
NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 3, 4, 5, 25 AND 26 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 25, 2005, AS DOCUMENT NO. 658957 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 6, 7, 8, 27 AND 28 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 23, 2006, AS DOCUMENT NO. 687077 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 9, 10, 33 AND A PORTION OF REMAINDER PARCEL (LOTS 11 & 34 OF PHASE 2) OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 12, 2007, AS DOCUMENT NO. 711035 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

REFERENCE IS MADE TO RECORD OF SURVEY FILED WITH THE DOUGLAS COUNTY RECORDER ON FEBRUARY 18, 2015 AS DOCUMENT NO. 857112.

EXHIBIT B

CONDITIONS OF APPROVAL

PD MODIFICATION & TENTATIVE SUBDIVISION MAP

(To be added at the time of adoption)

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Mimi Moss
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

FILED
NO.
2016 MAY -9 AM 3:54
DOUGLAS COUNTY
CLERK
BY
DEPUTY

May 9, 2016

Kevin Lane
KRL Enterprises, Inc.
P O Box 71
Zephyr Cove, NV 89448

RE: PD 04-002-2; Modification to Rain Shadow Ranch Planned Development, Phases 2 and 3
Tentative Subdivision Map (LDA 16-004) for Rain Shadow Ranch PD Phase 2 and 3

Dear Kevin:

On May 5, 2016, the Douglas County Board of Commissioners held a public hearing and took action (4 ayes, 1 nay) to approve PD 04-002-2, a Modification to the Rain Shadow Ranch Planned Development (Phases 2 and 3) and a Tentative Subdivision Map to divide 22.20 acres into 27 single-family residential lots located at 1150 Kingston Lane in the SFR ½ PD zoning district. The approval is subject to the conditions of approval noted below.

Planned Development Modification (PD 04-002-2) conditions:

1. Prior to submittal of a final map, the applicant shall submit a copy of the proposed Covenants and Restrictions demonstrating that the architectural and fencing requirements will be similar to those applied in Rainshadow Ranch Phase I.

Tentative Subdivision Map (LDA 16-004) conditions:

A. THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO FINAL MAP SUBMITTAL:

Engineering Division Condition(s)

1. The applicant must submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
   a. The applicant must submit civil improvement plans in conformance with Division 7 *Improvement Plans*.
   b. The applicant shall dedicate a 60-foot public right-of-way for all internal local roads to Douglas County as shown on the Tentative Subdivision Map. The local roads shall meet Douglas County Standard Detail DC A02 for Urban Local Road Section. The road section improvements shall tie into existing improvements.

c. The applicant must submit a final technical drainage report and plans meeting the requirements of Division 6 *Storm Drainage* and Appendix D *Storm Drainage Details*. The applicant shall retain a Professional Engineer licensed in the State of Nevada to inspect and analyze the existing infiltration trench located at the intersection of Kingston Lane and Rain Shadow Way is fully functional.
d. The plans must show all necessary drainage easements and identify them as public or private.
e. The applicant must submit a final soils (geotechnical) report and plans meeting the requirements of Division 3 *Soils Engineering Report.*
f. The proposed street name of Lucky Lane is renamed to Rainshadow Way.

2. The development will be served by a public water system, and the following conditions apply:
   a. The applicant must meet the requirements of the Gardnerville Ranchos General Improvement District "Water Will Serve" letter.
   b. Water lines must meet the requirements of Division 4 *Water Systems* and Appendix B *Water System Details*, or standards of other applicable agencies.

3. The development will be served by a public sewer system, and the following conditions apply:
   a. The applicant must meet the requirements of the Gardnerville Ranchos General Improvement District "Sewer Will Serve" letter.
   b. Sewer lines must meet the requirements of Division 5 Sewer Systems and Appendix C Sewer System Details or standards from other applicable agencies.

4. The applicant must provide evidence that conditions placed on the project by the Water Conveyance Advisory Committee (WCAC) have been met.

5. The applicant must provide a paved pullout for a new cluster mailbox location. If a new cluster mailbox location is not required, then the applicant must be responsible for providing documentation to that effect from the U.S. Postal Service.

6. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.

7. The applicant must provide documentation that all required improvements are constructed or secured.

8. The applicant must provide documentation that all utilities are installed or have been secured.

Planning Division Condition(s)

9. The applicant must submit revised site plans for review and approval. The plans must be in conformance with the Douglas County Code (DCC), Title 20, and the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:

a. The applicant must submit final landscape and irrigation plans stamped by a licensed architect, landscape architect, or civil engineer. Landscape and irrigation plans are to be consistent with both the DCDCIS and Douglas County Code, Chapter 20.694 *Landscape Standards*, and Section 20.692.080 (D) *Parking lot landscape standards*.

10. The applicant must provide evidence that the GIS Department has approved all new street names. Any easement or road (public or private) providing access to two or more parcels must be named and street signs erected per Douglas County Code, Chapter 20.900 *Numbering Structures and Naming Streets*.

11. The applicant must comply with the requirements of Douglas County Code, Title 20, Chapter 20.50 Floodplain Management.

B. THE FOLLOWING CONDITIONS MUST BE MET WITH THE SUBMITTAL OF A FINAL MAP:

Engineering Division Condition(s)

1. The Final Map must show the following:
   a. An easement for any new cluster mailbox location. (If applicable)
   b. Identify and delineate special flood hazard areas.
   c. Drainage easements necessary to mitigate onsite, offsite, and cross-lot drainage impacts. All drainage easements not accepting flow from a public right-of-way must be shown as private, unless accepted by GRGID for maintenance.
   d. A reserve strip on Lots 54 and 55 shall be provided in conformance with Chapter 20.100.090.F, or a vehicular non access easement (VNAE) shall be provided on the east property line in the form of a one foot outlet to restrict access to perimeter road, Drayton Boulevard.

2. The Final Map must provide notes that read as follows:
   a. A seven and one-half (7.5) foot wide public utility easement along all road frontages and a five (5) foot wide public utility easement along the side and rear lot lines.
   b. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
   c. The Community Development Certificate must state, 'The County rejects the offer of dedication of public roads with the reservation to accept an offer at a later date.
   d. All drainage facilities are the responsibility of GRGID, with exception of the individual lot infiltration systems, which are the responsibility of each lot owner.
   e. Lot drainage is accommodated on each lot with infiltration trenches.
   f. A note must be placed on the final map and a deed restriction on each lot recorded, which states:

      "Each lot owner shall be responsible for retaining a Professional Engineer licensed in the State of Nevada to design a storm water infiltration trenches on their property. The infiltration trenches shall be designed to retain the entire 25-year design storm with the development of their property. The calculations and design shall be submitted to the Douglas County Engineering Division for review and approval. The individual property owner is responsible for maintenance of the infiltration ditches."

g. Areas dedicated as public utility easements shall be free of any and all trees, large brush, or structures. GRGID shall not be responsible for damage to any landscaping or structures as a result of repair or service on waterlines or other utilities.
h. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency.
i. Access from Drayton Boulevard for Lots 54 and 55 as shown on the tentative subdivision map is prohibited.

3. The applicant shall provide evidence that the construction of Acorn Way is completed (extended to Drayton Boulevard right-of-way) provided that Acorn Way is a dedicated public right-of-way.

Planning Division Condition(s)

4. The applicant must submit a copy of a recorded deed restriction stating the following:

"Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

5. The applicant must submit documentation that all property taxes and any agricultural liens of the property have been paid in full for the current fiscal year.

6. The applicant must comply with the Final Map requirements as prescribed by NRS 278 and Douglas County Code, Section 20.708 *Subdivision Maps*.

7. The applicant must submit an affidavit stating that the person proposing to divide the land, or any successor in interest, will make provision for the payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923.

8. The applicant shall provide documentation that the development rights to be transferred to support the residential uses have been certified and are eligible for transfer as outlined in Douglas County Code Section 20.500.

C. THE FOLLOWING CONDITION IS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:

Planning Division Condition(s)

C.1 The applicant shall present to the director a final subdivision map, within four years after the date of tentative map approval. If the applicant elects to present a successive map in a series of final maps, the applicant shall present, on or before the second anniversary of the date on which the applicant presented to community development the first in the series of final maps. Extensions of time may be granted in accordance with Douglas County Code, Section 20.708.050.

This is the final decision regarding your request for a PD modification and Tentative Subdivision Map for Rainshadow Ranch Phases 2 and 3. Should you be aggrieved by any portion of this decision, you have until May 23, 2016 (10 working days) from the date of this letter, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions regarding this matter, please contact me at (775) 782-6201.

Sincerely,

Mimi Moss AICP
Community Development Director

cc: Randy Lane, Maryanne Road, LLC
David Hagen, Welsh Hagen Associates
Douglas County Clerk
File: PD 04-002-2; File LDA 16-004

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12th day of Dec, 2016

By Deputy

Valley Vista Estates

Development Agreement

- Original Agreement (Document 1993-317483)
- First Amendment (Document 1996-397176)
- Second Amendment (Document 2000-485036)
- Third Amendment (Document 2004-620658)

Carol, Clerk's Office

ORDINANCE NO. 601

FILED
93.108
'93 SEP 14 A11 :42
BARBARA [illegible] CLERK
BY [signature] DEPUTY

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DEVELOPMENT AGREEMENT

VALLEY VISTA ESTATES

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DEVELOPMENT AGREEMENT

VALLEY VISTA ESTATES

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 5th day of August, 1993, by and between JOHN SERPA, as Developer of that certain project known as VALLEY VISTA ESTATES, hereinafter referred to as "DEVELOPER," and INDIAN HILLS GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "IHGID," and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY."

R E C I T A L S:

1. VALLEY VISTA ESTATES is a proposed development encompassing real property located in Douglas County, Nevada, more particularly described in Exhibit "A," previously the subject of a Tentative Subdivision Map subject to certain conditions, approved by the Douglas County Board of Commissioners on 2 April 1992, which minutes (pp. 28-42) are attached hereto as Exhibit "B"; and incorporated herein by this reference.

2. The Master Plan for VALLEY VISTA ESTATES ("the Project") provides that the project may be comprised of no more than two hundred sixty-one (261) dwelling units.

3. On 2 April 1992, the Douglas County Board of Commissioners approved a tentative map for the Project. A copy of the minutes (pp. 28-42) are attached hereto as Exhibit "B" and incorporated herein by this reference.

4. One of the conditions of the approval of the Tentative Subdivision Map was that a Development Agreement be prepared to encompass the entire VALLEY VISTA ESTATES which should

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set forth the conditions and terms of approval relating to the Project.

5. DEVELOPER, IHGID and COUNTY mutually desire that VALLEY VISTA ESTATES be developed in accordance with this Development Agreement.

6. IHGID, COUNTY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of VALLEY VISTA ESTATES.

For good and valuable consideration, and the mutual covenants, conditions, and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

Based upon the tentative subdivision map, VALLEY VISTA ESTATES will be comprised of two hundred sixty-one (261) single-family dwelling units and open space areas, so long as no lots are re-created under twelve thousand (12,000) square feet in addition to those approved at the final tentative map hearing on this matter.

The aforementioned approval of the Project and its development agreement shall serve as the intent by the IHGID and COUNTY to approve the various phases of the Project, provided that all of the requisite conditions set forth herein are met.

II.

ADMINISTRATION OF THE PROJECT

The Project shall be developed in accordance with the approval by the Douglas County Board of Commissioners set forth in Exhibit "B" with the following characteristics and requirements:

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2.1 Phasing

The Project is anticipated to be developed in phases. Phasing shall be sequential as depicted on the phasing schedule attached hereto as Exhibit "C" and incorporated herein by this reference.

Any of the final map phases undertaken by DEVELOPER may proceed concurrently with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent developments so long as the terms of this Agreement are adhered to.

DEVELOPER shall construct the Project phases as required by Nevada Revised Statutes according to the timetables proposed in the tentative map submittal.

If the Project is recorded in phases, the conceptual phasing plan shall address phasing of development for on-site and off-site improvements, subject to the satisfaction of the County Engineer, Public Works Director and IHGID prior to recordation of the final map.

2.2 Utility Connections

Within the Project, telephone, gas, and electrical power shall be provided by DEVELOPER to the building site or dwelling unit and shall be placed underground to each lot or parcel.

Public utility easements of a minimum of seven and one-half feet (7-1/2') along road frontages and five feet (5') along rear and side property lines shall be granted and shown on the final map.

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2.3 School Impact

DEVELOPER must pay the tax on residential construction in accord with Chapter 387 of the Nevada Revised Statutes and related county ordinance provisions, not to exceed One Thousand Dollars ($1,000) per building permit.

In addition to the tax specified in the preceding paragraph of this section, DEVELOPER agrees to pay an additional One Thousand Dollars ($1,000) per residential dwelling unit permit in accord with the proposed Interlocal Agreement adopted between Douglas County and the Douglas County School District which pertains to school mitigation fees. This additional amount represents the full payment required from DEVELOPER for school mitigation fee payment and is a compromise settlement of claims between COUNTY and DEVELOPER with respect to this condition of tentative subdivision map approval. The additional $1,000 tax specified in this paragraph shall become payable upon issuance of building permits for the Project when and only when the Interlocal Agreement is being imposed as a condition on similar developments.

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2.4 Final Map Financial Assurances

The approval of the anticipated final maps on each phase of the Project shall require an irrevocable letter of credit, cash, an irrevocable certificate of deposit or other satisfactory guarantee to ensure completion of all or any portion of the public improvements within such phase equal to one hundred fifty percent (150%) of the approved engineer's cost estimate as required under Douglas County Code Section 16.32.020, and payable to County and IHGID (if such naming of IHGID as a loss payee or beneficiary is permitted by COUNTY). DEVELOPER, at his discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of posting such letter of credit or other security. Public improvements include streets, sewer collection system, electric, water distribution systems, drainage system improvements and gas lines where the same are dedicated to public agency or body. Any assurance provided may be periodically reduced in accordance with County and IHGID approval in order that the entire assurance will be exonerated on final completion or improvement construction. Any approval by the County and subsequent reduction of financial assurance shall not occur with respect to matters within the area of interest of IHGID until such time as IHGID has also approved the subject improvement.

2.5 Grading, Drainage, and Erosion Control Measures

The grading, drainage, and erosion control plan shall be submitted with the improvement plans for the final map for each of the various phases of the Project and shall be subject to approval by COUNTY. The drainage design shall be in accordance with COUNTY's Drainage Improvement Policy, and approved by IHGID.

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2.6 Restrictive Covenants

Prior to the filing of the final map for the first phase of the Project, DEVELOPER may prepare and submit to the COUNTY, Covenants, Conditions and Restrictions (CC&Rs) intended to apply to the Project. Said CC&Rs shall be reviewed by the Public Works Department and the District Attorney's Office.

2.7 Expiration by Inaction

The Project shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the map for Phase 1 of VALLEY VISTA ESTATES is not recorded by 17 June 1994. In such event, DEVELOPER must make reapplication to the COUNTY as if it were seeking approval for a new project. If the map for Phase 1 is recorded prior to 17 June 1994, this Agreement shall automatically extend the time for an additional one (1) year period (or one additional year if an extension is granted) from said date within which the next succeeding map for the next succeeding phase must be filed. So long as DEVELOPER files each phase within the period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. DEVELOPER may request additional extensions beyond that date contemplated above if done in writing prior to expiration.

2.8 Further Covenants

IHGID and COUNTY shall not require any payments, contributions, economic concessions, other conditions for approvals, or authorizations or permits other than as provided herein, or as provided in the Board of County Commissioners' approval of 2 April 1992, except for taxes, fees or other charges applied on a uniform

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basis by COUNTY or IHGID to all similarly situated development projects.

2.9 Mutual Cooperation

IHGID and COUNTY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of the Project approval in this Agreement. Nothing contained within this paragraph, however, shall require the COUNTY, IHGID or their employees to function on behalf of DEVELOPER nor incur expenses.

DEVELOPER agrees to reimburse IHGID the reasonable cost of its expenses, including engineering and legal, occasioned by the review and approval process.

III.

PUBLIC SAFETY COMPONENTS

3.1 Fire

All construction shall be in accordance with the Nevada Fire Code and applicable Douglas County requirements.

The Fire Protection District fire fee of Four Hundred Dollars ($400) per unit shall be paid with the recording of each final map.

The subdivision shall be connected to the Indian Hills water system for fire suppression service, including construction of the necessary improvements and provisions of any needed water rights to the satisfaction of IHGID and the local Fire Protection District.

DEVELOPER shall also obtain the review and approval of the Fire Protection District having jurisdiction of the placement and installation of fire hydrants within the Project and the resulting water pressure for the fire hydrants.

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3.2 Health and General Welfare

The parties agree that the development will not be detrimental to the public health, safety and welfare or injurious to the area and that the combination of different types and variety of land uses within the development will complement each other and will harmonize with existing and proposed land uses in the vicinity.

DEVELOPER shall provide written evidence that the State of Nevada's Bureau of Health Protection Services, Division of Environmental Protection, and Division of Water Resources have approved service to the Project at submittal of a phase's final map.

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

DEVELOPER shall comply with the provisions of Douglas County Code Section 16.32.085, and make a perpetual offer of dedication of the sewer system, and water system sufficient to provide fire and domestic flows, to the satisfaction of the Douglas County Public Works Department and IHGID.

The subdivision shall be connected to the Indian Hills water system for domestic service, pursuant to an Improvement Agreement.

The subdivision shall be connected to the Indian Hills wastewater treatment plant for sewer service, pursuant to an off-site Improvement Agreement.

V.

OPEN SPACE

DEVELOPER shall satisfy IHGID on the proposed use of the open space. This information shall include adequate legal controls to ensure perpetual preservation, to the approval of IHGID. COUNTY

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shall be a third party to all such control in accordance with Douglas County Code Section 17.16.120(D).

VI.

TRANSPORTATION IMPROVEMENT COMPONENTS

6.1 Internal Project Roads

All internal roads within the Project shall be built to Douglas County Road Standards and IHGID Adopted Road Standards and dedicated to IHGID, to the approval of IHGID and the County Engineer.

Road improvements to county paved road standards shall include curbs, gutters and sidewalks (and easements) to the satisfaction of the County Engineer.

The Project shall comply with the conditions of IHGID, East Fork Fire Protection District, and Nevada Department of Transportation and the applicant shall submit a written letter of approvals that their requirements have been met, with the submittal of the final map application.

An encroachment permit shall be obtained from NDOT prior to any work within the state highway right-of-way.

6.2 Traffic and Signage

In accordance with the recommendations of DEVELOPER's traffic engineer, DEVELOPER shall construct any signing or striping to meet Douglas County and Nevada Department of Transportation requirements.

VII.

PROJECT CONSTRUCTION REQUIREMENTS

All construction of the Project shall be done in accordance with the Standards Specification For Public Works

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Construction as adopted by Douglas County and all applicable state and local codes, ordinances and statutes, as well as IHGID standards, but in the event of a conflict between IHGID and other requirements, the other requirements shall prevail.

DEVELOPER may apply for and receive building permits upon completion of the improvements, or posting financial assurances for such improvements, for any applicable phase of the Project. These improvements may include, but are not limited to, paved streets, curbs, gutters, utilities, water, sewer and drainage.

7.1 Zoning

The zoning setbacks shall be as set forth in the conditions of approval, or as allowed pursuant to Douglas County Code 17.20.050(2), which concurrence has been evidenced by the Chief Planning Official of Douglas County.

7.2 Grading and Slope

DEVELOPER shall provide IHGID and COUNTY with a development plan that specifies grading practices, extent of grading allowed at one time, dust suppression activities, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of the County Engineer. DEVELOPER shall implement the approved plan and provide the State or the County with financial security for the required measures per Douglas County Code Section 17.16.090 to the satisfaction of the Public Works Department.

DEVELOPER shall restrict the buildable area and driveways of the lots to slopes less than fifteen percent (15%), to the satisfaction of the Public Works Department.

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7.3 Seismic Study

Prior to final map, a geologist's report clearly locating any geologic faults on the site and recommending any necessary seismic mitigation must be submitted to Public Works. Subdivision design shall incorporate any recommended mitigation measures.

VIII.

DEFAULTS, REMEDIES, TERMINATION

8.1 General Provisions

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the nondefaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by IHGID or COUNTY.

Following consideration of the facts and evidence presented in said review before IHGID or COUNTY, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.

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Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

It is hereby acknowledged and agreed that any portion of the Project which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting the Project. In the event that COUNTY and/or IHGID does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed to by the parties, or IHGID otherwise defaults under the terms of this Development Agreement, IHGID agrees that DEVELOPER shall not be obligated to proceed with or complete the Project, or any phase thereof, nor shall resulting delays in DEVELOPER's performance constitute grounds for termination or cancellation of this Development Agreement.

8.2 Enforced Delay, Extension of Time of Performance

In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes,

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avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to IHGID within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

IX.

MISCELLANEOUS

9.1 Douglas County Code

The Project shall comply with all ordinances and fees adopted by Douglas County and IHGID, applied on a uniform basis to all development projects in Douglas County.

Final maps shall be recorded in accordance with all applicable Douglas County ordinances.

The proposed development shall be in accord with the objective of Title 17 of Douglas County Code and the purpose of the district in which it is located.

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9.2 Mailboxes

Easements for cluster mailboxes shall be shown on the final map to the satisfaction of the U. S. Postal Service and County Public Works Department.

X.

APPLICABLE LAW AND ATTORNEY'S FEES

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

XI.

SUCCESSORS AND ASSIGNS

The parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefit of the parties' successors and assigns.

XII.

ENTIRE AGREEMENT

This Agreement, together with an off-site Improvement Agreement that has been or shall be entered into in conjunction with this Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

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XIII.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold IHGID and COUNTY, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER's or DEVELOPER's contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations by DEVELOPER or by any of DEVELOPER's contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER's contractors or subcontractors. DEVELOPER agrees to, and shall defend IHGID and COUNTY and its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations.

XIV.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject Project is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between IHGID, COUNTY and DEVELOPER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

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XV.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, IHGID, COUNTY and DEVELOPER shall cooperate and use their best efforts in defending any such action, but at no expense to County or IHGID, unless found at fault.

Effective this 5th day of August, 1993.

JOHN SERPA, Developer

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

By: _____
Print name: DAVID C CAMPBELL
Its CHAIRMAN

APPROVED AS TO FORM:

SCOTT DOYLE, ESQ.
Douglas County District Attorney

DOUGLAS COUNTY

By: _____
Print name: David G. Pumphrey
Its Chairman, Board of Commissioners

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 23rd day of August, 1993, before me, a notary public, personally appeared JOHN SERPA, personally known (or proved) to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

MARY E. DAVIS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JAN. 10, 1997

NOTARY PUBLIC

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STATE OF NEVADA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1993, before me, a notary public, personally appeared _____, personally known (or proved) to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

_____
NOTARY PUBLIC

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
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STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 8th day of September, 1993, before me, a notary public, personally appeared David G. Rumphrey, personally known (or proved) to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

MARGARET A. COLESCOTT
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES OCT. 22, 1994

Margaret A. Colescott
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION
(Valley Vista I)

That portion of Sections 6 and 7, Township 14 North, Range 20 East, M.D.B.& M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeast corner of Lot 14 of the Valley View Subdivision as said subdivision is shown in Book 580 at Page 1457 as Document No. 44686 of the Official Records of said Douglas County; thence Northerly along the Easterly line of said subdivision N. 0° 07' 48" W., 2047.21 feet; thence N. 66° 55' 25" E., 367.68 feet; thence N. 23° 04' 35" W., 300.40 feet to a point on the Southeasterly right-of-way line of Jacks Valley Road; thence Northeasterly along said right-of-way line N. 66° 55' 25" E., 612.28 feet; thence S. 26° 10' 15" E., 167.48 feet; thence N. 64° 50' 57" E., 152.48 feet; thence N. 0° 12' 22" W., 35.00 feet; thence N. 89° 39' 23" E., 330.03 feet to the North 1/4 corner of said Section 7; thence N. 89° 39' 15" E., 330.09 feet; thence S. 11° 58' 58" W., 257.64 feet; thence S. 60° 52' 44" W., 62.26 feet; thence S. 65° 21' 20" E., 78.00 feet; thence S. 24° 38' 40" W., 215.00 feet to the beginning of a curve concave to the East and having a radius of 330.00 feet; thence Southerly along said curve through a central angle of 69° 00' 00" an arc distance of 361.28 feet; thence S. 44° 21' 20" E., 46.25 feet; thence S. 45° 38' 40" W., 30.00 feet to the Point of Beginning of a curve concave to the Southwest and having a radius of 25.00 feet, a radial line through said point bears N. 45° 38' 40" E.; thence Northerly and Westerly along said curve through a central angle of 79° 36' 28" an arc distance of 34.74 feet; thence S. 56° 02' 12" W., 308.63 feet; thence S. 33° 57' 48" E., 76.00 feet; thence S. 28° 46' 07" W., 233.43 feet; thence N. 89° 51' 41" W., 87.43 feet; thence S. 0° 08' 19" W., 1325.00 feet to the center 1/4 corner of said Section 7; thence S. 89° 35' 26" W., 1314.26 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Minutes of Commissioners' Meeting of 2 April 1992 (pp. 28-42)

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inability to handle the wants and demand for review of permits and had used a County-approved list of outside plan checkers and building inspectors for some time.

Commissioner Pruett confirmed with Mr. Hartman and John Renz the outside consultant would prepare a Staff Review for submittal to the Planning Commission and Board of Commissioners - just like Staff would do.

John Renz proposed developing a list of possible consultants, their fees, and bringing it back to the Board.

Commissioner Pumphrey felt Mr. Hartman had offered to work with it, and anybody else who might be involved in the process should be aware this was being discussed.

Vice-Chairman Kanoff suggested adding the Genoa Lakes consultant's name to Mr. Hartman's list, getting some ballpark figures, and presenting that to Mr. Hartman.

Commissioner Pumphrey felt Staff should comment on this list before it was presented to the Buckeye representatives.

Commissioner Pumphrey stated, "considering the pressure, reasonable good solid pressure to get the master plan through, a recommendation by the Planning Commission that Staff's time, and I thought it was 60-90 days not 30-60, should be dedicated to the Master Plan and its codes and things, and not this, that we should adopt this approach of using the outside consultants with the additional expense paid for by the applicant for all of the applications for Master Plan Amendments and that type of thing, there is going to be filed."

Steve Hartman suggested Rich Gruber, County Manager, John Renz, and he get together and arrive at an agreement.

MOTION by Fischer/Graham that Hartman, Gruber and Renz sit in one room and come up with a name and a number and bring it back to the Board for presentation; carried unanimously.

PLANNING COMMISSION ITEMS

DISCUSSION AND POSSIBLE ACTION ON VALLEY VISTA ESTATES TENTATIVE MAP TO SUBDIVIDE 80 ACRES WITH 261 RESIDENTIAL UNITS

Jackie Adams, Court Reporter, was present for Valley Vista Estates.

John Renz, Chief Planning Official, presented a supplemental action sheet (marked Exhibit #24.0), the request, and stated Staff originally recommended conditional approval; however,

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since the request had been denied at the March 26, 1992 Planning Commission meeting, Staff recommended denial.

Vice-Chairman Kanoff confirmed with Mr. Renz the proposed subdivision was required to expand the sewer and water systems, as well as proper compensation by developers for fees due, as part of the "will serve" letter from Indian Hills General Improvement District (Exhibit #24.1).

Bill Shaw, counsel for the applicant, felt the Planning Commission's decision was undertoned with, "you shouldn't expect any project approved so quickly, recall that Genoa Lakes took a fair amount of time, perhaps you haven't spent enough time in purgatory, perhaps you're just trying to push this through." Mr. Shaw felt the May 25, 1988 "will serve" letter from Indian Hills General Improvement District (Exhibit #24.1) served as the initiation of the approval process for a subdivision on the property. Mr. Shaw stated previous Staff reports recommended conditional approval of the project, and only recommended denial in the supplemental Staff report dated March 31, 1992, which was issued after the Planning Commission voted 7-0 to deny the project at their March 26, 1992 meeting. Mr. Shaw stated issues raised by the Planning Commission were school facility requirements, water, sewer, setbacks, traffic study, and the buffer.

Mr. Shaw stated three subdivisions had been approved over the last seven months (East Ridge, Willow Creek, and Genoa Lakes) and the District Attorney advised they could not be denied because of schools. He further stated their project would have been on the same agenda as East Ridge or Genoa Lakes had they not voluntarily withdrawn from the Agenda(s) so they, "would not create a marathon meeting for the Planning Commission. Were it not for that, we would have been heard in October," and "we will meet any involuntary conditions imposed upon these subdivisions regarding schools."

Commissioner Pumphrey stated the last three subdivisions to appear before the Board voluntarily agreed to accept anything adopted by the Board before December 31, 1992, with regard to imposition of additional fees to support the schools, and asked if they agreed to be subject to and adopt the same language.

Mr. Shaw stated "Yes, we will."

Mr. Shaw stated Genoa Lakes and East Ridge were approved without a water source and Staff reports had consistently recommended approval without a water system or having proved adequate water. He further stated they would pursue drilling a well and presented Exhibit #24.2 from the Department of Conservation and Natural Resources clarifying their position as adequate water source must be demonstrated before filing

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the FINAL map and not a recommendation for denial. Mr. Shaw submitted Exhibit #24.4 from the Division of Environmental Protection stating, "this office recommended disapproval of the tentative map based upon the existing capacities of the Indian Hills General Improvement District Wastewater Treatment Plant. This office made this same recommendation on the Genoa Lakes and Sun Ridge Heights Subdivisions as they are also to be served by the Indian Hills Treatment Facility."

George Thiel, President of Thiel, Winchell & Associates, stated they had revised densities and met the criteria of the Indian Hills General Improvement District and Douglas County Code. Mr. Thiel provided an update regarding potential wells and effluent placement.

Mr. Thiel stated no traffic study or hydrology study had been required in the original approval, but they had conducted both.

Vice-Chairman Kanoff confirmed with Mr. Thiel the proposed water system would not be a closed water system, it would tie into Indian Hill.

Commissioner Pumphrey confirmed with Bill Shaw the project financed development of the District and were entitled to 130 to 138 water and sewer units which they had foregone over the years.

Bill Shaw stated the 1990 Master Plan for Douglas County for Indian Hills recommended the property be 3-8 units per acre, their plan was 12,000 foot lots and there was concern that was not an appropriate buffer so they increased it by 30% over the current zoning and placed them in such a fashion there would be two lots abutting existing one-acre lots.

Bill Shaw felt the Planning Commission was also concerned with setbacks and provided Exhibit #24.5, Douglas County Code Section 17.20.050 Yard Requirements, defining side yard requirements as "Ten percent of the average width of the lot or parcel but in no event less than five feet." Mr. Shaw stated each house would front the street and have fencing.

Paul Selagey, Selagey Engineers, stated they prepared the traffic study for the proposed subdivision, and felt traffic would remain at Service Level C to 1997.

Commissioner Pumphrey confirmed with Mr. Shaw Resource Concepts', engineer for Indian Hills General Improvement District, comments were being addressed and satisfied. Mr. Shaw was concerned with agreeing to "uniform, reasonable impositions"; however, if that was a stumbling block, everyone else agreed to the impositions, and it appeared they were

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being belligerent by objecting, he would not object to those items.

Public Comment

Jim Rinehart, Fire Management Officer, Western Region, Nevada Division of Forestry, stated they amended the original conditions of approval because an impact fee schedule was in place. Mr. Rinehart also stated that in the twelve years he had been in the area, the Indian Hills General Improvement District water system had failed twice, and they based their storage capacity in being able to tie into the Ridgeview tank, and he was concerned there was not adequate fire flow or adequate water storage for water supply. Mr. Rinehart asked who would maintain the open space and park for fuels reduction.

Chairman Fischer confirmed with Mr. Rinehart the area required fire retardant roofs.

Joseph Modarelli, area resident, felt many people attending previous meetings said 1/2 acre parcels on a buffer zone were acceptable. He pointed out the development proposes the highest density of lots near the lowest density surrounding parcels, and felt it better to put high density next to high density and lower density next to lower density in order to get buffering. Mr. Moderalli felt the traffic study should include other proposed developments in the area.

Everett Mars felt water was a key factor to the development that must be resolved approval, and the present or planned GID wells would not support the water needs of both Valley Vista and Sun Ridge developments.

Commissioner Pumphrey asked how adequate flows for the subdivision would be demonstrated and George Thiel stated a 72-hour pump test and a 1,000 year projection would be conducted. Commissioner Pumphrey confirmed with Mr. Thiel the projection did not have to be for full build-out and could be done in phases.

Bob Allgeier, Alpine View residents and President of the Alpine View Property Owners Association, felt this meeting may be the final opportunity to address and impact the Valley Vista subdivision and requested the Board implement all possible mitigation. Mr. Allgeier stated most homeowners in the area have one way in and one way out and felt the proposed development would negatively impact traffic flow. He stated there was no room for additional students in Jacks Valley Elementary School and felt the project should be upgraded. Mr. Allgeier stated Douglas County Code Section 16.28.020 stated the minimum area of a residential lot in any case shall be 7,000 square feet.

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Scott Doyle, District Attorney, stated the minimum lot size provision was preceded by a prefatory clause that stated, "unless or otherwise specified." He noted the averaging provisions allowed the minimum lot size not be less than 1/2 the density allowed in the zoning district.

Tom Davis, Board of Directors of the North Valley Concerned Citizens, provided a handout, Exhibit #24.6, which was his estimated dollar impact of the project, opposed the project, urged delaying approval until adoption of the new Master Plan, supported down zoning the area, and stated the taxpayers must absorb over $40,0000 (and much more) in cost for each house built by a developer. Mr. Davis asked the subdivision be buffered everywhere it touched A-type zoning by placing one acre lots along the edges of the development and have front yards along Jacks Valley Road. Mr. Davis also felt water, sewer, and school facilities would be impacted by the development. Mr. Davis cited Douglas County Code regarding averaging as, "... in excess of ten acres which by the topographical nature are difficult for individual access or optimum use may be subdivided into lots or parcels of an average density." Mr. Davis felt averaging should be limited to legitimate steep slopes.

Commissioner Pumphrey agreed development did not pay its own way; however, he felt it important to state, to the best of his knowledge, the numbers Mr. Davis presented regarding costs passed back to the community were incorrect.

Kathleen Weaver, area resident, opposed the project and felt many of those who attended the Planning Commission meeting to oppose the project would be present if the meeting had been at night. Ms. Weaver opposed 6,000 square foot lots, averaging, and stated the residents of the area had consistently requested one acre parcels be placed against existing 1-1/2 to 2-1/2 acre lots. Ms. Weaver stated Mica Drive and Vista Grande Boulevard were already in need of repair and felt construction traffic should be prohibited on those and other residential streets not designed for repeated use of heavy vehicles. Ms. Weaver felt Indian Hills General Improvement District was concerned with "useable" open space, law enforcement, and legal issues associated with land application on the Washoe Tribe land. Ms. Weaver supported eliminating or severely restricting the use of wood stoves in Douglas County. She felt school impact fees for at least $6,000 per unit from the developer should be attached as a binding condition for proceeding, and supported having the subdivision recorded within three years because, in conjunction with the Sun Ridge development, it will push the population of the north valley over the Master Plan's 2010 projection by as much as 10%. Ms. Weaver was concerned adequate water pressure for fire protection for the subdivision would not be available, and

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felt the proposed setbacks were insufficient for a desert environment.

Bill Mathis, Green Acre Drive resident, felt the issues of water, traffic, schools, sewerage, and drainage had been covered and believed his quality of life would be affected by the subdivision.

Sue Modarelli, Jacks Valley resident, felt present residents of Jacks Valley were trying to keep their emotions out of the development crisis, but it was hard to disassociate. Ms. Modarelli stated when the original land use change came up in 1977, the residents (all) signed a petition to not allow the land use change from A-1, and the petition was not in Douglas County records. Ms. Modarelli felt the existing residents and landowners should not have to pay escalating taxes for the profits for developers to make millions, and the Master Plan showed 74% of the land was rural - there should be no density lower than A-1, one house per acre. Ms. Modarelli also addressed the issues of insufficient school facilities and lack of water.

Jack Morris, Shawnee Drive resident, supported placing larger lots against existing property lines instead of in the higher density area.

Rebecca Wood, Cherokee Drive resident, stated the area surrounding Jacks Valley and hills behind Indian Hills are important winter grazing area for deer, and wondered if the Department of Wildlife had done a study on the effect of the proposed development on the area's wildlife. Ms. Wood also supported a one-acre lot requirement for a buffer zone, and requested the Board deny the proposal and recommend it for down zoning to A-1.

Judy Grenade, area resident, opposed the project and quoted State statute on the purpose of regulation by governing bodies of improvements of land is for, "promoting health, safety, morals, or the general welfare of the community. Governing bodies of cities and counties are authorized and empowered to regulate and restrict the improvement of land and to control the location and soundness. ... Any such regulation, restriction and control shall take into account the potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment." Ms. Grenade stated that given the current draught, approval of the project would be a major impact on the entire Valley and devalue property.

There was no further public comment.

Bill Shaw asked George Thiel to address the issues.

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George Thiel stated, "the well we are proposing we moved down into the Carson Valley area primarily because in other areas that we were looking to capture recharge happened to be in the Alpine View area or in Jacks Valley. Both of those area were nixed by the residents in that area through protests within that area, so their concerns for the community of Indian Hills was not tantamount to their protests. We came back and filed for the application based upon a known quantity of water being within that area. The Bureau of Reclamation investigated groundwater resource there. I have been through many hearings before the State Engineer on the groundwater system within the state of Nevada and the most recent one was in 1987, which was probably the last time some applications had been granted for appropriation. The way Nevada water law works it's time right for every system - first in line, first in time. We moved off of that hill because some of the wells on that hill had gone dry. When I worked for water resources the wells within Jacks Valley were declining and the reason they were declining was because: 1) the only watershed contributing to that area had to do with the Clear Creek drainage, the rest of it was a series of salt outcropping that follows that ridge line to some depth and inhibits groundwater flow from the Carson Valley back. From that aspect of it, we looked at resource further out in the Valley that had been investigated probably back as far as 1972 and in the hearings of 1987 by U.S. Geological Survey, it was founded that there is sufficient water to cover the needs of the community for a long time and, in fact, Carson Valley itself is probably one of the best yielding basins within the state of Nevada. The yield within the basin is somewhere around 44,000 acre feet with the amount of the appropriations in the Valley approaching 89,000 acre feet, what you find is that 44,000 acre feet of that is supplemental to irrigation sources. As of three years ago the State Engineer started monitoring the groundwater system within the County for (inaudible) inventories; 4-7% of the irrigation wells within this valley are actually being diverted or pumped. So, when you look at the yield of this basin versus the amount of appropriation versus the water quantity available, we find that we have sufficient yield for the source of water that we're investigating here, that's going to be hopefully approved, go to bid with tonight. From that aspect of it, we have the State Engineer's concurrence on this project that we have conditional approval, from that aspect of it they have approved the water rights, they feel that the water is there and even subject to Final Map approval, we have to prove to them that the water is there."

George Thiel stated, "with regard to wastewater, we have investigated what the situation was on a 15-17-year-old wastewater treatment facility that's probably fairly antiquated even though it meets State discharge permit requirements. We have come in with a cookbook that's been approved by the State of Nevada, that's been approved by

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Douglas County, that's been approved by Indian Hills, that goes through and analyzes what items are needed to upgrade that plant for future growth within the area, the anticipated growth within the Indian Hills General Improvement District, which includes a lot more units that what's out here on this property. So, from that aspect of it, the two issues that this thing was denied for before and with the letters that we submitted to you today, indicates that there is sewer and water capacity available once we've built it, and its our requisite that we have build it or pay the fees and let the District build it. And everybody knows that, the District is satisfied with that, and I would say that they talk with the 600 property owners that they have within the area."

Mr. Thiel stated, "With regard to the water quality issue, we are meeting all obstacle standards. Issues such as fire protection, drainage, street design, infrastructure requirements for those facilities, all are from design criteria that you have adopted. We will meet all that criteria."

Bill Shaw stated that so long as it did not result in a substantial redesign (such as being sent back to the Planning Commission) they would commit to redesign the lots on the west side along Shawnee to 1/2-acre. He felt Jacks Valley Road was an adequate buffer, and proposed to leave that alone, and stated the subdivision would provide two alternate accesses (one out Mica to Highway 395 and one to Plymouth onto Highway 395). Mr. Shaw further stated the area was master planned for 3-8 units per acre in the 1980 Master Plan, they were putting in 3.6 units per acre, the Community Plan stated there were rural and urban areas of the "Jacks Valley area," 74% were rural and the medium and high residential development was located in the central area of Indian Hills, it stated Jacks Valley and Alpine View estates were rural in character, while Indian Hills had medium and high residential developments, it indicated on the map the area in question was proposed for medium residential (3-8 dwellings per acre), its policies addressed affordable housing, good planning, and the use of land. Mr. Shaw felt the project was running into a conflict between good planning and the emotional desires of the public. He stated the Board must deal with facts - not votes, use standards and factors, apply the factors fairly and consistently and equally, and he felt no evidence had been presented that supported denial of the project.

Commissioner Pumphrey confirmed with Bill Shaw the Indian Hills General General Improvement District had agreed to accept green belt areas for purposes of maintenance, construction traffic would be from Highway 395 and Jacks Valley Road, and if Mr. Shaw's representation regarding green belt maintenance was incorrect - there would be a homeowners association to take care of the land.

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Scott Doyle, District Attorney, stated the Planning Commission's findings were in its verbatim minutes and were procedurally correct. Mr. Doyle also stated the advice he had given on the school availability issue was there must be evidence that showed the school district facility was at capacity, the school district had taken reasonably available measures to mitigate that capacity problem, there were no further measures that could be taken, and the school continued to remain at capacity. Mr. Doyle asked the Board to make findings and explain its decision in the context of the 10 factors Douglas County Code Section 16.08.060.B(1-10) for whatever decision it made regarding the project.

Commissioner Pumphrey felt if the project was disapproved there was a significant possibility the issue would end up in court and there was a significant chance the County would lose, if the County lost there was a significant chance there would then be a subdivision that looked like the initial proposal, without some of the changes, extractions, and concessions that had been made. Therefore, he felt the County should take advantage of the opportunity to approve the project subject to conditions. He suggested the applicant be subject to the same conditions and language that applied to East Ridge, Willow Creek, and Genoa Lakes with regard to any ordinances or policies adopted regarding the financing of the capital requirements of schools with an expiration date of January 1993; lots should be 1/2-acre along the border where suggested; where the lots front on Jacks Valley Road there should be E-1 zoning (12,000 square feet) that is there; minimum square footage of any lot would be 7,000 square feet; setbacks should be pursuant to Douglas County Code and no variances should be granted; if the Indian Hills General Improvement District had agreed to accept the dedication of the open space and maintain it, that should be a condition, and if that is not the case the applicant be required to create a homeowners association subject to review by Staff and the District Attorney with a specific and enforceable obligation to maintain those area; Staff's recommended conditions were to be included in any approval.

Vice-Chairman Kanoff felt it was a no-win situation, the property had been zoned for 15 years and the process of giving birth to a new subdivision was a one-at-a-time issue and felt one birthing should be compared with another. Mr. Kanoff felt the GID probably stood to gain in the water and sewer area if it was done right and stated he personally did not like small lots and would like to see the applicant go back and look at increasing the size of the lots. Mr. Kanoff stated he could not deny the project on emotions, but having heard the concerns of the people on lot size, impacts on roadways, schools and other issues, felt the larger lots were in order.

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Commissioner Pruett felt the Planning Commission was doing a good job and approving the subject type of application was working against the new Master Plan. Commissioner Pruett suggested denial without prejudice for return when the new Master Plan was in place.

Chairman Fischer felt if the subdivision was denied at this point in time it would not go away, it must be denied on the factors listed in Douglas County Code, and Mr. Shaw had done a good job in addressing most of the factors and taking some of the arguments away. Mr. Fischer attempted to clarify with Mr. Shaw the applicant had agreed to not install wood-burning devices; however, Mr. Shaw stated their was response was "if it is a concern of the County, certainly the County has an ordinance or will place a condition upon us that we abide by." Chairman Fischer felt, from all the figures he had seen, growth adversely affects the general welfare of the community and it certainly affects the lifestyle of the neighbors; however, he felt that could not be substantiated in court.

Commissioner Pruett felt the new Master Plan must be addressed before approval of the project.

MOTION by Pruett/Graham to deny without prejudice; failed with Graham and Pruett voting Aye and Pumphrey, Kanoff, and Fischer voting Nay.

Commissioner Pumphrey supported banning wood stoves within the subdivision and amending ordinances to make it a county-wide condition for new construction, restated his suggested additional Conditions of Approval, and asked if the applicant would agree to the conditions and to foreclose the possibility of future litigation altogether.

Commissioner Pruett felt the applicant could not be asked to foreclose the possibility of future litigation; however, Scott Doyle confirmed it was acceptable under law to ask a person to give up a right.

Bill Shaw stated, "we agree to the 1/2-acre lots, we will make the five or six lots on Jacks Valley Road 12,000 square foot lots, you didn't ask for this but we cannot access them from Jacks Valley Road, some had suggested that, okay, they have to be back lots."

Commissioner Pumphrey stated, "Okay, I'm sorry, if that's not a condition it should have been, I thought it already was."

Bill Shaw stated, "Dave, we can't front them on Jacks Valley Road and someone had asked that we do that. It's an arterial and I don't think we can get the encroachment permit."

Commissioner Pumphrey stated, "Okay, no I wasn't suggesting."

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Bill Shaw stated, "By calculations subject to your verification, we are down to approximately, close to, 25% of the lots being 6,000 square feet now, by virtue of what we just did. That being the case, we are not going to increase the minimum to 7,000, that would defeat the maximizing the use of the land because of the topography, it would defeat the purpose of the averaging ordinance as, I believe, we all understand it. Twenty-five percent of the lots are at the minimum but we have just increased the average size even more because we have lost about 10 more lots. And in exchange for that, we recognize that we have a known right, and that is to seek judicial review of your action on March 5th and your action today, and being informed in those premises, we will forego those rights."

Commissioner Pumphrey stated he had reason to believe the Planning Commission would be comfortable with the amendments to the conditions of approval.

Commissioner Pruett felt there had been a change in density and supported returning the matter to the Planning Commission.

Commissioner Graham stated she did not like the subdivision and felt the north valley did not need more people now.

MOTION by Pumphrey/Kanoff to approve Valley Vista Estates Tentative Map to subdivide 80 acres with 261 residential units with Staff's recommended Conditions of Approval Nos. 1-23 as follows and amended with additional Conditions of Approval as follows;

Staff's Recommended Conditions of Approval

1. Issuance of building permits are contingent on a trash dumpster being present on each construction site.

2. Dust control and wind erosion shall be minimized during all phases of construction by limiting disturbance to native vegetation (remove vegetation not more than 30 feet from structures as required in Sierra Fire Protection District letter).

3. The development is to be connected to the Indian Hills General Improvement District (IHGID) sewer system for sewer service.

4. The subdivision shall be connected to the IHGID water system for domestic and fire suppression service, including construction of the necessary improvements and provision of any needed water rights, to the satisfaction of IHGID, the Public Works Department and the Sierra Fire Protection District.

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5. The applicant shall comply with the provisions of Section 16.32.085 D.C.C. to the satisfaction of the County Water Engineer.

6. Designation of the Southwest Gas Easement on the Final Map and redesign of any lots rendered unbuildable by its location, if any.

7. Compliance with the requirements of the Sierra Fire Protection District listed in their letter of October 1, 1991, and approval of the district on the map. These requirements are:

   a. A complete fire flow water system capable of meeting the residential calculated fire flow requirements, minimum 1500 at 20 PSI for 120 minutes, as prescribed by the 1988 Edition of the Uniform Fire Code APPENDIX III-A shall be installed. This condition is to be installed prior to any building material being brought on project site.

   b. All fire hydrants locations shall be reviewed and approved by the Nevada Division of Forestry Prevention Office.

   c. All roadways within the project shall meet the requirements of paved all-weather surface, Uniform Fire Code 10.207 conditions, shall be designated no parking zones where less than 24 foot wide. Inside building restriction line a fire access road must be provided.

   d. There shall be a minimum of two 24-foot wide project access roadways from the public ways. Amounting to two ways in/ two ways out for fire protection from the Ridgeview Fire Station. This must be accomplished prior to any building materials brought to site.

   e. A fuels modification and management plan developed to the satisfaction of the Nevada Division of Forestry's Resource Forester within the building restriction area.

   f. A fuels management/reduction program around all structures shall be maintained a minimum of 30 feet in accordance with Uniform Fire Code APPENDIX II A-16.

   g. A fuels modification plan for the entire acreage, including a property line 20-foot minimum fuel break shall be accomplished to the satisfaction of Nevada Division of Forestry Resource Forester and completed prior to Building Certificate of Occupancy issuance.

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h. All structures shall be constructed with fire retardant roofing materials in compliance with N.R.S. 472.100.

i. Any internal combustible equipment used on this project shall be properly equipped with and have maintained spark arrester systems per N.R.S. 475.600.

j. Street signs and house numbering must be properly displayed in accordance with Uniform Fire Code Article 10.207-L.

l. All cut banks, slopes 2:1, drainage plans, creek crossing and soil stabilization must be reviewed and approved by Nevada Division of Forestry Resource Forester (849-2500).

8. Payment of fire protection fee of $400/lot.

9. Prior to Final Map, a geologist's report clearly locating the fault on the site and recommending any necessary seismic mitigation must be submitted to Public Works. Subdivision design shall incorporate any recommended mitigation measures.

10. The Engineering Division's comments discussed under Factor 6 must be addressed to the satisfaction of the Public Works Department.

11. There shall be a note on the map prohibiting individual lot access to Vista Grande and Jacks Valley Road.

12. The applicant must construct all internal roads to County paved road standards including curb, gutter and sidewalk to the satisfaction of the County Engineer.

13. Vista Grande must be extended from its present terminus to Jacks Valley Road to County standards and to the satisfaction of the County Engineer.

14. The applicant must provide a development plan that specifies grading practices, extent of grading allowed at one time, dust suppression activities, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of the County Engineer. The applicant must implement the approved plan.

15. The project must comply with all adequate facilities requirements, including payment of impact fees, that are in effect at the time of subsequent development application.

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16. The applicant shall submit a drainage study and improvement plans for on-site and off-site drainage, to the satisfaction of the County Engineer and Indian Hills General Improvement District. The drainage plan shall at a minimum address detention facilities prior to discharge to the north and adequacy of existing roadside drainage. The plan shall use rainfall parameters as approved by the County Engineer.

17. The applicant shall restrict the buildable area of the lots to slopes below 15 percent, to the satisfaction of the Public Works Department.

18. The applicant shall complete all miscellaneous technical map corrections to the satisfaction of the County Engineer.

19. Any CC&Rs must be reviewed by the District Attorney's office and the Public Works Department.

20. The applicant shall present evidence of the approval of the Nevada Division of Health and the Nevada Division of Environmental Protection.

21. Submission of a phasing plan for development addressing provisions of all improvements and which demonstrates compliance with the proposed Growth Management Element and implementing ordinances to the satisfaction of the Public Works Department.

22. The entire subdivision must be recorded within three years of the adoption of the Revised Douglas County Master Plan. If not recorded within this time, the unrecorded portion will be subject to rezoning in compliance with the Master Plan.

Replaced by 27

23. Setbacks shall be:

	Average lots and larger	Less than average lot size
Front	20'	20'
Side	10'	5'
Rear	20'	10'

Additional Conditions of Approval

expired

24. The applicant shall be subject to the same conditions and language that applied to East Ridge, Willow Creek, with regard to any ordinances or policies adopted regarding the financing of the capital requirements of schools with an expiration date of January 1st, 1993.

25. Lots shall be 1/2-acre along the border where suggested;

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26. Where the lots front on Jacks Valley Road there shall be E-1 zoning (12,000 square feet).

27. There be no variations in compliance with the setback codes of Douglas County.

28. If the representation the IHGID will accept the dedication and maintenance of open spaces is correct, that is acceptable and, if that is in fact not the case, that the applicant will be required to form a homeowners association, proper documentation to be reviewed by Staff and the District Attorney's office, with a clear, enforceable obligation to maintain the open space.

29. The lots that are interior to the subdivision and now depicted as 6,000 square feet may remain so, but no additional lot(s) may be reduced in size.

Bill Shaw stated, "So long as this is done administratively, we will agree to that motion, all of those conditions, and forego our right to seek judicial review of the March 5th meeting or this meeting."

Commissioner Pruett asked the District Attorney if the Board was allowed to make a substantial change in a subdivision without it going back to the Planning Commission.

Scott Doyle stated the Board could make such changes in this case because the Planning Commission had reviewed the Revised Map, as had the Board, so the situation that existed on March 5th did not now exist and the Board had the right to conditionally approve, and there was no need to refer it back to the Planning Commission.

The MOTION CARRIED with Pumphrey, Kanoff, and Fischer voting Aye and Pruett and Graham voting Nay.

With no further business to come before the Board, the meeting adjourned at 7:55 p.m.

Respectfully submitted,

Michael E. Fischer, Chairman
Douglas County Board of Commissioners

ATTEST:

Barbara J. Reed, Clerk to the Board

317483
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160 701

EXHIBIT "C"

TENTATIVE PHASING SCHEDULE

5/18/93

PHASE	# OF LOTS
PHASE 1A	32
PHASE 1B	38
PHASE 2A	39
PHASE 2B	37
PHASE 2C	10
PHASE 3A	20
PHASE 3B	21
PHASE 4A	26
PHASE 4B	22
PHASE 4C	16

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'93 SEP 14 P12:32

SUZANNE BEAUDREAU
RECORDER

$ 0 PAID KA DEPUTY

317483

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CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: September 14 1993
SEAL
B. Keto Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By Carol A. Maddock Deputy

NF
Comm Dev
John Doughty

FILED
NO. 96.125

'96 SEP 25 A9:19

BARBARA REED
CLERK
BY _____ DEPUTY

Ordinance No. 96-751

**First Amendment to
The Valley Vista Estates
Development Agreement**

This first amendment to the development agreement is made and entered into this 1st day of August, 1996, by and between John Serpa (Developer), the developer of the project known as Valley Vista Estates, Indian Hills General Improvement District (IHGID), a political subdivision of the State of Nevada, and Douglas County (County), a political subdivision of the State of Nevada.

R E C I T A L S:

This first amendment of the development agreement is made with reference to the following facts and objectives:

Developer, IHGID and County entered into a development agreement on August 5, 1993. The parties desire to amend the phasing based on a change of circumstances to provide for more flexibility in the timing and number of units in each phase. The amendment replaces the language of Section 2.1 Phasing and Exhibit C and modifies Section 2.7 Expiration by Inaction.

2.1 Phasing

The Project is anticipated to be developed in phases. The phasing may be sequential or concurrent as depicted on the phasing map attached as Exhibit C and incorporated by this reference. Each phase must contain the subdivision or public improvements and other permanent or temporary off-site

397176

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703

improvements needed to serve that phase and any public dedication required to be made with that phase's final map. The phasing may be reconsidered if requested by developer or at the statutory 24 month review.

After the initial phase, the Developer may request a change in the timing of the next phase. At the review the board of commissioners shall consider whether there is good cause for the extension including but not limited to:

1. The percent build-out of prior recorded phases;

2. The percent of build-out of the total units of the subdivision;

3. The number of previous extensions; and

4. The rate of building permits being issued county wide.

5. Any other appropriate health and safety concerns. After the review the board may in its discretion grant the extension for the requested phase. An extension of more than one year must be an amendment to the development agreement.

If at the end of eleven years from the date of original approval, final maps have been not been recorded which create at least 50 percent or 131 of the total units, regardless of continuances agreed to by the county, the project must re-apply

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for a tentative map and be reapproved by the planning commission and the governing body under the then current regulatory scheme including any required fees for development and the improvement plans changed accordingly.

APPROVED AS TO FORM:

DISTRICT ATTORNEY

DEVELOPER

JOHN SERPA

AS TO CONTENT:

COMMUNITY DEVELOPMENT DIRECTOR

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

ROBERT ALLGEIER, Chairman

ATTEST:

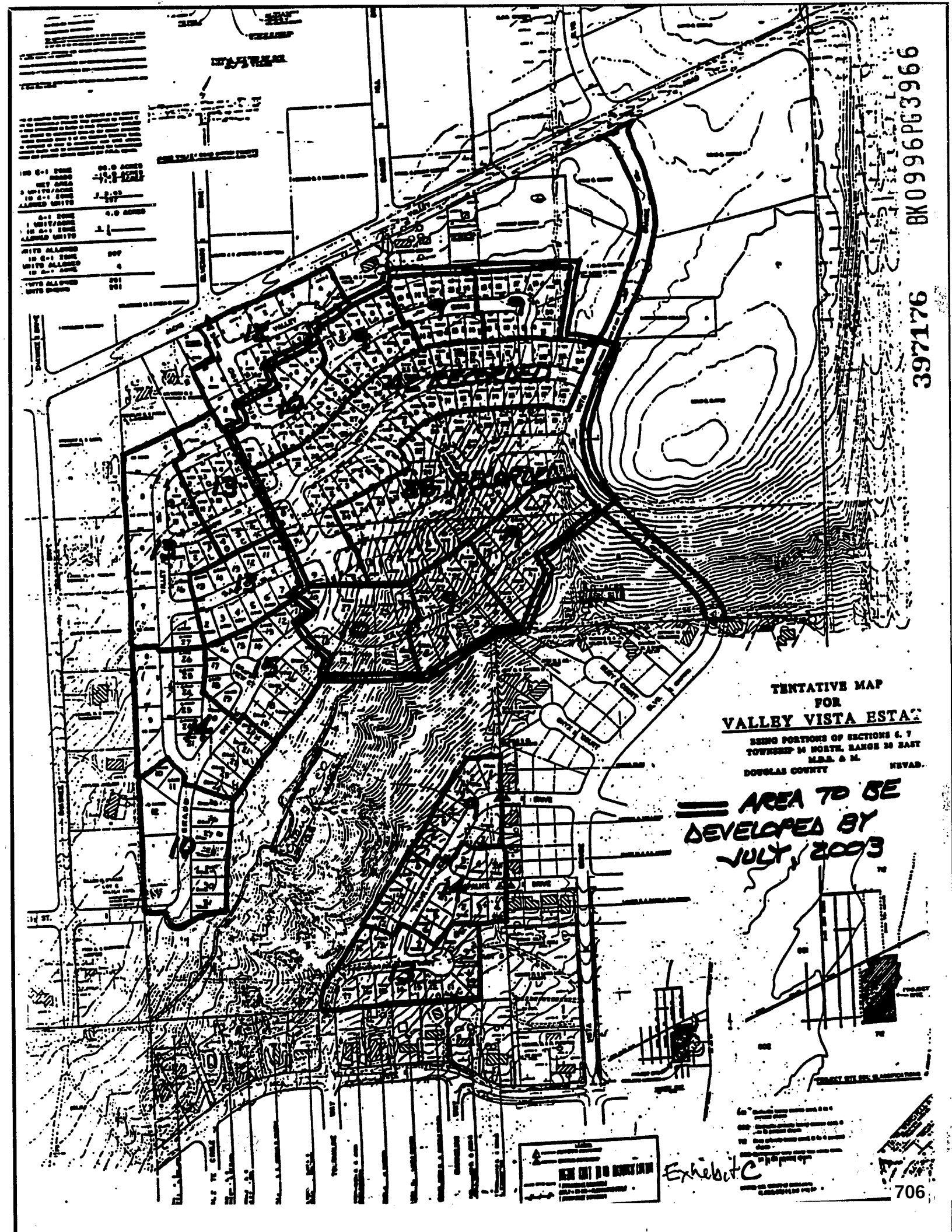
BARBARA J. REED, Clerk
by: L Lynch, deputy

DATED: September 16, 1996

Indian Hills General Improvement District

Chairman

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391276
TENTATIVE MAP
FOR
VALLEY VISTA ESTATES
BEING PORTIONS OF SECTIONS 6, 7
TOWNSHIP 14 NORTH, RANGE 20 EAST
M.D.B. & M.
DOUGLAS COUNTY NEVADA
AREA TO BE
DEVELOPED BY
JULY 2003
Exhibit C

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 SEP 25 A11:44

LINDA SLATER
RECORDER

$ 0 PAID KT DEPUTY

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 25, 1996

B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Pullock Deputy

SEAL

NF CommDev Lynda Teglia

2000.010

'00 JAN 26 A9 :35

FILED

BY DEPUTY

ORDINANCE 99-900

APPROVED JANUARY 6, 2000
COMMISSIONERS MEETING

The Second Amendment to the Development Agreement for Valley Vista Estates

This second amendment to the development agreement is made and entered into this 2nd day of December 1999, by and between Douglas County, a political subdivision of the State of Nevada ("County"), John Serpa, the developer of the project known as Valley Vista Estates ("Developer"), and Indian Hills General Improvement District, a political subdivision of the State of Nevada ("IHGID"), on the project known as Valley Vista Estates.

Recitals

This second amendment of the development agreement is made with reference to the following facts and objectives:

The Developer, the County, and IHGID entered into a development agreement on August 5, 1993 to be effective on July 22, 1993. The Developer, the County, and IHGID entered into the first amendment of development agreement on August 1, 1996 to be effective on August 22, 1996 to allow more flexibility in phasing. Based on the factors in the amended section 2-1 Phasing, the developer is requesting an extension until July 28, 2000 to file the next final map. (*See* Exhibit A)

This amendment consists of amending the language of 2.7 Expiration by Inaction as follows.

2.7 Expiration by Inaction

The Project shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the map for Phase 4 of Valley Vista Estates is not recorded by July 28, 2000. If a map is recorded by that date, this Agreement shall automatically

extend the time for an additional one (1) year period from the date within which the next succeeding map for the next succeeding phase must be filed. So long as Developer files each phase within the period provided in this Agreement, this Agreement shall remain in full force and effect. Developer may request additional extensions beyond that date contemplated above if done in writing prior to expiration.

Douglas County Board
of County Commissioners

Jacques Etchegoyhen, Chairman

Developer

John Serpa

As to Content:

Community Development Director

Indian Hills General Improvement
District

Approved as to Form:

District Attorney

Attest:

Barbara J. Reed, Clerk
BY: _____, DEPUTY

0485036
BK0100PG3821709

DGD DEVELOPMENT LIMITED PARTNERSHIP

4126 Technology Way, Suite 101 • Carson City, NV 89706 • 775-882-7754 • FAX: 775-882-5720

November 18, 1999

Ms. Mimi Moss
Planning and Economic Development Manager
Douglas County Community Development
P.O. Box 218
Minden, Nevada 89423

RE: Valley Vista Estates Phase 4 Final Map Extension Request

Dear Ms. Moss:

Please consider this letter as our request to extend the time within which to file a Phase 4 Final Map for the Valley Vista Estates Subdivision (phases 1A, 1B, 2 and 3 previously filed.) We request that the time period be extended to July 28, 2000 to file a phase of approximately thirty units.

Pursuant to the Development Agreement, this request may be made to the Board of Commissioners accompanied by a review of the following factors:

1. The percent build-out of prior recorded phases;

2. The percent build-out of the total units of the subdivision;

3. The number of previous extensions;

4. The rate of building permits being issued county-wide; and

5. Any other appropriate health and safety concerns. After the review the Board may in its discretion grant the extension for the requested phase.

The project, which is not a lot sale program, has proceeded as follows:

1. A total of 145 lots have been manufactured as of November 1999, and 87 homes have been constructed, although not all sold, which would be a 60% build-out of prior recorded phases. This leaves 58 vacant lots for home construction.

2. The percent of build-out of the total units would be 56% of the lots and 33% of the homes.

3. There has been one extension request dated October 26, 1996. Since that time, two phases have been filed, one totaling 49 lots and the other 26 lots.

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4. The rate of building permits being issued county-wide was; 436 in 1997, 435 in 1998, and 405 through October of 1999.

5. We had concluded that all other appropriate health and safety concerns such as detention basins and erosion control were completed or being appropriately managed with the Indian Hills General Improvement District.

Please advise at your earliest convenience the meeting at which this mater will be considered so that final map engineering work may be completed if necessary.

By copy of this letter, I am advising Jim Bentley, General Manager of the Indian Hills General Improvement District, of our request.

Sincerely,

Paul Stam

Paul Stam

cc: John Serpa
Jim Bentley
Mark Rotter

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JAN 26 AM 11: 03

LINDA SLATER
RECORDER

$ 0 PAID KA DEPUTY

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: January 26, 2000

Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By _____ Deputy

SEAL

NF

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG -5 AM 8:08

WERNER CHRISTEN
RECORDER

$ 0 PAID KO DEPUTY

Assessor's Parcel Number: N/A

Date: AUGUST 4, 2004

Recording Requested By:

✓ **Name:** MIMI MOSS, COMMUNITY DEVELOPMENT

Address:

City/State/Zip:

AGREEMENT #2004.176
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0620658

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712

FILED
NO. 2004176

2004 AUG -4 AM 10: 07

BARBARA REED
CLERK

APPROVED 7/1/04 #23
DOUGLAS CO. COMMISSIONERS
ORDINANCE 2004-1074

The Third Amendment to the Development Agreement for Valley Vista Estates

This third amendment to the Development Agreement is made and entered into this 1ST day of JULY, 2004, by Douglas County, a political subdivision of the State of Nevada ("County"), John Serpa, the developer of the project known as Valley Vista Estates ("Developer"), and Indian Hills General Improvement District ("IHGID").

RECITALS

This third amendment of the Development Agreement for Valley Vista Estates is made with reference to the following facts and objectives:

The Developer and the County entered into the Development Agreement for Valley Vista Estates that was approved on July 1, 1993, to be effective on July 22, 1993. This agreement was recorded as document 317483, in book 0993 at page 2305.

The Developer and the County entered into the first amendment to the development agreement to provide more flexibility in the timing and number of phases that was approved on July 2, 1998 to be effective on July 23, 1998. This amendment was recorded as document 397176 in book 0996, page 3963.

The Developer and County entered into a second agreement to extend the time to file the next final map that was approved on January 6, 2000 to be effective on January 27, 2000. The second amendment was recorded as document 485036 in book 0100, page 3828.

The Developer is interested in an extension of time in which to file that section of the amended agreement:

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Attest:

Barbara J. Reed

Barbara J. Reed, Clerk

BY: _____

CLERK TO THE BOARD

Dated: 7-30-04

0620658

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1714

2.7 Expiration by Inaction

The Project shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the map for the next phase of Valley Vista Estates is not recorded by April 23, 2005. If a map is recorded by that date, this agreement will automatically extend the time for an additional one year period from that date within which to file the next succeeding map for the next phase. So long as Developer files a map within the time provided, this Agreement will remain in full force and effect. Developer may request an additional one year extension for the filing of a final map.

COUNTY

Kelly D. Kite, Chair
Board of County Commissioners

DEVELOPER

John Serpa

Approved as to form:

Robert J. Morris
District Attorney

Indian Hills General Improvement District

Riley E Evans
Chairman

Approved as to content:

Community Development Director

SEAL

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.
DATE: August 4 2004
B. [illegible] Clerk of the [illegible] Judicial District Court of the State of Nevada, in and for the County of Douglas.
By [illegible] Deputy

0620658
BK0804PG01812

AGENDA ITEM NO. 8.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: August 1, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

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 meetings/functions they have attended and any request by a Commissioner for discussion of a future agenda item. (Chairman Rice)

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:

Commissioner Mark Gardner:

- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Carson Water Subconservancy District
- Douglas County Parks and Recreation Advisory Board
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alternate)
- Quad County Coalition

Vice Chairwoman Sharla Hales:

- Carson Valley Arts Council
- Carson Water Subconservancy District

- China Spring Youth Camp and the Aurora Pines Girls Facility Advisory Committee
- Nevada Works (Alternate)
- Northern Nevada Development Authority (NNDA)
- South Shore Transportation Management Association
- Tahoe Regional Planning Agency (TRPA) (Alternate)
- Tahoe Transportation District (Alternate)

Commissioner Walt Nowosad:

- Audit Committee
- Debt Management Commission
- Law Library
- Lake Tahoe South Shore Chambers (Alternate)
- Nevada Works
- Regional Transportation Commission (RTC)

Chairman Wesley Rice:

- Carson-Truckee Water Conservation District
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chambers
- Quad County Coalition (Alternate)
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)
- Tahoe Transportation District

Commissioner Danny Tarkanian:

- Carson Valley Visitors Authority (Alternate)
- Nevada Association of Counties (NACO) (Alternate)
- Nevada Tahoe Conservation District
- Western Nevada Development Authority (WNDD)
- Joint Powers/Waste Management (Alternate)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: